

City of Kodiak Regular Council Meeting Agenda for June 27, 2013
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

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

- II. Previous Minutes**
Approval of Minutes of the June 13, 2013, Regular Council Meeting.....1

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

- IV. Unfinished Business**
 - a. Resolution No. 2013–11, Authorizing the Issuance of a Permit to Kodiak Chamber of Commerce for Use of City Property for a Community Market8

- V. New Business**
 - a. Resolution No. 2013–17, Documenting the Kodiak Fisheries Work Group’s Scope and Authority12
 - b. Resolution No. 2013–18, Declaring the City of Kodiak a Purple Heart City.....20
 - c. Authorization of Amendment No. 3 to Professional Services Contract for Design Services for Pier III, Pier III Replacement Project, Project No. 8013/11-07.....24
 - d. Authorization of a Five-year Regional and Community Jail Contract42
 - e. Authorization of Chamber of Commerce Economic Development Agreement.....60
 - f. Authorization of Extension of Office Use Agreement With the Maritime Museum.....64
 - g. Advisory Board Appointments70

- VI. Staff Reports**
 - a. City Manager
 - b. City Clerk

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments** (limited to 3 minutes) (486-3231)

- X. Adjournment**

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, JUNE 13, 2013
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

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

Deputy Mayor Whiddon led the Pledge of Allegiance. There was no invocation.

II. PREVIOUS MINUTES

Councilmember Walker MOVED to approve the minutes of the May 23, 2013, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Proclamation: Filipino American Heritage Month

Councilmember Walker read the proclamation that urges all citizens to participate in the festivities celebrating the rich heritage and traditions of the Philippine Islands.

Mary Guiles-Hawver, President of the Filipino Association, thanked for the Council and the Kodiak community for their continued support of the Filipino community. She invited the Council and the community to a celebration of heritage on June 15, 2013.

b. Public Comments

Rick Langfitt thanked the Council for their support of the Baranof Improvement project. He supports the recommendation of the Parks and Recreation Advisory Board to continue field improvements. He said the American Legion program is starting this year and 18 youth will play in the league this summer. He gave a schedule for the June and July games.

IV. UNFINISHED BUSINESS

- a. Second Reading and Public Hearing, Ordinance No. 1309, Levying Taxes and Appropriating Funds for the Expenses and Liabilities of the City of Kodiak for the Fiscal Year Commencing on the First Day of July 2013 and Ending on the Thirtieth Day of June 2014**

Deputy Mayor Whiddon read Ordinance No. 1309 by title. Ordinance No. 1309 provides for the adoption of the City of Kodiak's FY2014 budget. The budget document, which supports the ordinance, estimates all sources of revenue the City anticipates receiving between July 1, 2013, and June 30, 2014. The budget document also establishes an operating and capital expenditure plan for FY2014 that is based on staff's assessment of operational and community needs and the Council's FY2014 budget goals.

Councilmember Davidson MOVED to adopt Ordinance No.1309.

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

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

V. NEW BUSINESS

a. Authorization of Change Order No. 6 for Baranof Park Improvements Project, Project No. 12-05/9001

The City of Kodiak holds an open contract with DA Hogan and Ohno Construction both of whom performed all work to date on the Baranof Park Improvement Project and are familiar with the site conditions and project scope. Based on the presentation to Council by the Parks and Recreation Advisory Board, staff recommends the City move forward with installation of synthetic turf in the baseball outfield during construction season. This work will be accomplished by Change Order No. 6 to Ohno Construction for all anticipated improvements related to the mobilization, site preparation, and related improvements to the baseball outfield.

Councilmember Walker MOVED to approve Change Order No. 6 to Ohno Construction in the amount of \$1,526,600, with funds coming from the Parks Capital Improvement fund, Baranof Park Improvements, Project No. 12-05/9001 and authorize the City Manager to execute the documents on behalf of the City.

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

b. . Authorization of Contract Amendment for Baranof Park Design, Project No. 12-05/9001

The City of Kodiak holds an open contract with DA Hogan who has performed all engineering and design work on the Baranof Park Improvement Project and is familiar with the site conditions and project scope. DA Hogan has prepared a revised scope of services and fees to perform design and construction oversight for the addition of synthetic turf in the baseball outfield.

Councilmember Davidson MOVED to approve the amendment to the professional services contract with DA Hogan & Associates in the amount of \$65,000 for Baranof Park design and project management services, with funds coming from the Parks Capital Improvement fund, Baranof

Park Improvements, Project No. 12-05/9001 and authorize the City Manager to execute the agreement on behalf of the City.

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

c. Authorization of FY2014 Special Services Contract With Alaska Department of Public Safety

The Alaska Department of Public Safety requests the renewal of its contract with the City to provide services that support the mission and operations of the Alaska State Troopers and Alaska Wildlife Troopers in Kodiak. In exchange for providing these services, the Department will compensate the City in the amount of \$78,750 for FY2014.

Councilmember Davidson MOVED to authorize the FY2014 Special Services Contract with the Alaska Department of Public Safety, Division of Alaska State Troopers, and authorize the City Manager to sign the contract on behalf of the City.

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

d. Authorization of Bid Award for FY2014 Sodium Chloride

Each year Public Works orders deicing salt to mix with ¼ inch rock chips for winter deicing and traction control on City streets and parking lots. The quantity of product requested is based on the remaining stock on hand and the previous winter's consumption. Last winter was a normal winter, and salt use was consistent with that of previous winters. Based on this, the bid quantity for FY2014 was 275 tons, the same quantity as the last three years. Two bids were received at the bid opening on May 28, 2013.

Councilmember Walker MOVED to award the FY2014 sodium chloride bid to Round Butte Products in the amount of \$90,686, with funds coming from the FY2014 Public Works Department, Street Supplies account.

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

e. Authorization of Bid Award for FY2014 Petroleum Products

Each year the Public Works Department issues bids for the City's petroleum products. Bids for the FY2014 petroleum products were opened on May 28, 2013. Two bids were received. Petro Marine Services was the lowest bidder for all petroleum products.

Councilmember Walker MOVED to award the City's FY2014 petroleum products bid to Petro Marine Services as follows: diesel ultra low sulfur, \$3.751; gasoline, \$3.581, heating fuel #2, \$3.751; and heating fuel #1, \$3.901.

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

f. Authorization of Emergency Engineering and Construction Services for Shelikof Street Pedestrian Improvement Project, Project No. 13-10/8016

The Shelikof Street Pedestrian Improvement project was awarded to Brechan Enterprises Inc. in September 2012. The major rock cut that was a critical part of the project was completed in mid-May. Roughly one week later, on the night of May 20, there was a rock slide that occurred just below the Petro Star fuel tanks. The geo-tech report on this project indicated that rock should have remained stable. However, a small fault was found visible behind the surface in the area of failure that was not visible from the surface before the slide.

Councilmember Davidson MOVED to authorize an emergency engineering and construction services contract for the Shelikof Street Pedestrian Improvements, Project No. 13-10/8016, with Golder Associates Inc. in an amount not to exceed \$600,000, with funds coming from Harbor Cargo Development Fund, Project No. 13-10/8016, the Street Improvement Project, Project No. 5031, and the Pavement Repair Project, Project No. 5025 and authorize the City Manager to execute the contract on behalf of the City.

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

VI. STAFF REPORTS

a. City Manager

Manager Kniazowski indicated that Kris Lund, Public Works Maintenance Supervisor will be leaving the City at the end of June after 25 years of service. Library Director Joe D'Elia is also leaving in June after 13 years of service. She thanked them both for their service and said it will be difficult to replace their time and years of service.

She met with Patrick Kemp, Department of Transportation (DOT) Commissioner and Reuben Yost, DOT Deputy Commissioner and discussed the Chiniak road project, Transportation Infrastructure and Innovation Act, and the ferry delay. The Tustemena will be delayed until the end of July. They also discussed the Pillar slide area and the need to finish the investigation of its stability. The Commissioner advised that no action should be taken on the bike path at this time because they are reviewing the Moving Ahead for Progress in the 21st Century Act (MAP-21). This will further determine how the new rules will affect the State Transportation Improvement Plan.

Manager Kniazowski and Mayor Branson will meet with NOAA on June 20, 2013, to discuss the impacts of the fisheries management changes in Kodiak. NOAA is researching the resistance and vulnerability of changes in fisheries management. Manager Kniazowski has spent time finalizing the classification and compensation study, which includes updating the job descriptions and change of status forms. The job description and status changes will be sent to employees June 14, 2013. The Madsen Justice Center dedication is occurring on June 14, 2013, at the Alaska Court house at 7 p.m.

Manager Kniazowski and staff continue to work on the composting issues. They have consulted with Sara Barton on a composting education and outreach program.

b. City Clerk

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

VII. MAYOR’S COMMENTS

Deputy Mayor Whiddon reported Mayor Branson was out of town and would return the following Monday.

VIII. COUNCIL COMMENTS

Councilmember Walker thanked Manager Kniazowski and Finance Director Munk and the staff for their work on the budget. He thanked Public Works Supervisor Kris Lund for his service and Library Director Joe D’Elia. He encouraged everyone to enjoy the beautiful weather.

Councilmember Davidson thanked everyone involved in the Parks and Recreation projects, including Kodiak’s senator and representative, and he looks forward to its completion this October. He voiced his appreciation for the team work and commitment displayed for the Parks and Recreation construction and Library projects. He wished everyone a good summer.

Councilmember Saravia thanked Manager Kniazowski and Finance Director Munk for their work on the budget and commented on the continuation of services provided with budget reductions. He said the citizens of Kodiak and the City’s staff working together has allowed for the new Library and Parks and Recreation projects to move forward.

Councilmember Whiddon reiterated the Filipino American heritage celebration that will occur this weekend. He thanked Finance Director Mary Munk, Harbormaster Marty Owen, Engineer Glenn Melvin, Chief of Police T.C. Kamai, and Fire Chief Rome Kamai for taking time out of their schedules to be available to answer questions on the budget. He told Councilmember Davidson to have safe travels to Switzerland and wished Councilmember Walker a Happy Birthday.

IX. AUDIENCE COMMENTS

None.

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:26 p.m.

CITY OF KODIAK

MAYOR


ATTEST:

CITY CLERK

Minutes Approved:

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: June 27, 2013

Agenda Item: IV. a. Resolution No. 2013–11, Authorizing The Issuance of a Permit to the Kodiak Chamber of Commerce for Use of City Property for a Community Market

SUMMARY: In February and March of this year, the Kodiak Chamber of Commerce requested permission to host a community market on Saturdays at the spit during the summer months. The Chamber later contacted City staff and asked to withdraw their request for a permit for the use of City property because they lost the contractor that was going to organize and run the market. This item was already introduced at the April 25, 2013, meeting, and the Clerk recommends Council vote to postpone Resolution 2013–11 indefinitely. That action will remove the resolution from consideration. In the event the Chamber finds someone to coordinate a community market, they can make an updated request at that time.

PREVIOUS COUNCIL ACTION: As provided for in the Kodiak City Code, Council periodically issues permits to non-profit organizations to conduct fundraising or other related activities on City property. The Chamber made an initial presentation of the community market concept to Council at the February 26, 2013 work session. Resolution 2013–11 was introduced at the April 26, 2013, meeting.

ALTERNATIVES: There is one choice for Council to make to remove the request; that is to vote to postpone Resolution 2013–11 indefinitely. That is staff's recommendation.

LEGAL: KCC 5.04.050 allows the Council to issue permits to non-profit organizations to conduct activities on designated City-owned property through passage of a resolution. The attached Resolution No. 2013–11 complies with that requirement.

STAFF RECOMMENDATION: Staff recommends Council move to postpone Resolution No. 2013–11 indefinitely.

CITY MANAGER'S COMMENTS: The idea of a downtown Saturday market is a good idea. Hopefully, the Chamber will find the resources to bring this request forward in the future.

ATTACHMENTS:

Attachment A: Resolution No. 2013–11

[Clerk's Note: The motion to adopt the resolution is already on the floor. The proposed motion below is suggested to remove the resolution from further consideration.]

PROPOSED MOTION:

Move to postpone Resolution No. 2013–11 indefinitely.

JUNE 27, 2013
Agenda Item IV .a. Memo Page 2 of 2

**CITY OF KODIAK
RESOLUTION NUMBER 2013-11**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE ISSUANCE OF A PERMIT TO KODIAK CHAMBER OF COMMERCE FOR USE OF CITY PROPERTY FOR A KODIAK SATURDAY MARKET

WHEREAS, the Kodiak Chamber of Commerce has requested authorization of a special events permit for a Kodiak Saturday Market held at the St. Paul Harbor Spit from June through September; and

WHEREAS, the Saturday Market will enhance local activities for visitors and draw local residents to the downtown core of our community; and

WHEREAS, the Chamber of Commerce will designate space for people to sell craft and farmer’s market items on Saturdays during the summer months.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a permit be issued, with the permit fee waived, to the Kodiak Chamber of Commerce as provided in section 5.04.050 of the City Code for Kodiak Saturday Market events from June through September, 2013 on the condition that the Chamber of Commerce ensures compliance with the stipulations as set forth in Kodiak City Code Sections 5.04.050 and 5.04.060.

BE IT FURTHER RESOLVED that event sponsors shall coordinate all events with the Kodiak Harbor, Fire, and Police Departments in advance.

BE IT FURTHER RESOLVED that the Council authorizes any event schedule changes be coordinated through the City Manager.

CITY OF KODIAK

MAYOR

ATTEST:


CITY CLERK

Postponed: April 24, 2013

Postponed Indefinitely:

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: June 27, 2013

Agenda Item: V. a. Resolution No. 2013–17, Documenting the Kodiak Fisheries Work Group’s Scope and Authority

SUMMARY: This resolution identifies the composition of the jointly formed Kodiak Fisheries Work Group (KFWG) and formalizes their role and authority as they work on fisheries related issues for the Kodiak community. The resolution was drafted by the KFWG and presented to the joint work session of the City and Borough on May 28, 2013, where officials agreed with the contents and agreed to bring the resolution to the respective bodies for adoption. The Borough Assembly adopted their resolution (Attachment B) at their June 6, 2013, meeting. Staff recommends Council adopt Resolution No. 2013–17.

PREVIOUS COUNCIL ACTION:

- September 27, 2012, Council adopted Resolution No. 2012–31, developed and recommended by the KFWG that identified the overarching purpose for the Kodiak community’s interactions and goals for fisheries management programs.
- May 28, 2013, Council and the Borough Assembly reviewed the proposed draft resolution identifying the composition, scope, and authority of the KFWG.

DISCUSSION: The Kodiak Fisheries Work Group, made up of City and Borough representatives, has been meeting since last year to review and propose responses to fisheries management issues that affect the community of Kodiak. This group is a spin-off of the original group that facilitated the selection of the fisheries analyst in fall of 2011. They have been meeting on a regular basis since that time and hold regular meetings with fisheries analyst/consultant Denby Lloyd. They also provide input and updates to the joint sessions of the City and Borough work sessions on fisheries issues and provide recommendations for action as necessary.

In September of 2012, the Council and Assembly each adopted resolutions that formally accepted KFWG’s recommended overarching purpose for their efforts on behalf of Kodiak and its fisheries and identified ten fisheries management goals (Attachment C).

The KFWG was never given an official structure, so the group prepared and presented a draft resolution to both bodies at the May 28, 2013, joint work session that outlined their scope and authority. The Borough Assembly and the City Council indicated support for the resolution and planned for each group to adopt the joint resolution.

Resolution No. 2013–17 is a joint resolution of the City and Borough that documents the KFWG’s purpose and authority. It also outlines the organizational structure, including membership; the development of agendas and meeting notes; consensus-based decision making; and reporting guidelines.

ALTERNATIVES:

- 1) Adopt Resolution No. 2013–17, which is staff’s recommendation because it identifies and sets the scope of responsibilities for the Joint Kodiak Fisheries Work Group.
- 2) Do not adopt Resolution No. 2013–17. This is not recommended because it would not reflect previous Council direction and consensus reached by both the Borough and City at the joint work session on May 28, 2013. The Borough also passed the same resolution (Attachment B) at their June 6, 2013, meeting.

FINANCIAL IMPLICATIONS: None.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2013–17.

CITY MANAGER’S COMMENTS: This is a very active group that works hard to parse through the complex fisheries issues that affect Kodiak. I support their work and the organizational structure this resolution provides. I recommend Council adopt Resolution No. 2013–17.

ATTACHMENTS:

- Attachment A: Resolution No. 2013–17
- Attachment B: KIB Resolution No. 2013–32
- Attachment C: Resolution No. 2012–31

PROPOSED MOTION:

Move to adopt Resolution No. 2013–17.

**CITY OF KODIAK
RESOLUTION NUMBER 2013–17**

**A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AND
THE KODIAK ISLAND BOROUGH DOCUMENTING THE KODIAK FISHERIES
WORK GROUP’S SCOPE AND AUTHORITY**

WHEREAS, it is in Kodiak’s best interests for its City and Borough governments to be well informed regarding the potential impacts of state and federal fishery management actions on the Kodiak community; and

WHEREAS, the Kodiak City Council and the Kodiak Island Borough Assembly have determined that a Kodiak Fisheries Work Group can provide valuable assistance to the City Council and Borough Assembly by identifying fishery management actions that could affect Kodiak.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that this resolution hereby creates the Kodiak Fisheries Work Group.

BE IT FURTHER RESOLVED THAT:

1. **Membership.** The Kodiak Fisheries Work Group (work group) shall be composed of three representatives from the Kodiak City Council and three representatives from the Kodiak Island Borough.
2. **Organization.** The work group shall designate two co-chairs at the first meeting of the calendar year and shall hold at least one meeting monthly. The co-chairs shall alternate presiding at the meetings. The city manager, borough manager, and the fisheries analyst shall serve as ex-officio, non-voting members of the work group.
3. **Purpose, Scope, and Authority.**
 - a. Focus on overall impacts to the community and maintenance and growth of revenue streams.
 - b. Understand how various approaches will fundamentally impact fisheries and resources.
 - c. Frame benchmarks and objectives as positive statements.
 - d. Refrain from taking positions on allocation questions to the extent possible while understanding that many issues and decisions will have allocation implications.
 - e. Focus on broad-scale program features unless specific program elements threaten the goals for management programs as referenced within Resolution No. 2012–31 of the City of Kodiak.
 - f. Kodiak Fisheries Work Group will review the Kodiak Fisheries Analyst/Consultant written quarterly reports including background materials and analysis for fisheries issues of importance to the community pursuant to the contractual report schedule.

4. **Administrative assistance.** The City and Borough Clerk's office staff shall:
 - a. Furnish the work group with copies of all requested documents and other information necessary or reasonably related to the work group's functions;
 - b. Provide the work group with supplies, meeting space, and secretarial assistance;
 - c. Refer to the work group, for their discussion, all nonemergency matters within the scope of its powers and duties prior to presenting those matters to the assembly for action; and
 - d. Transmit all recommendations and other communications from the work group to the Council and Assembly.

5. **Consensus.** The affirmative votes of four (4) work group members shall be required to build consensus of the work group. Consensus shall be given at a public meeting of the work group.

6. **Agenda.** The co-chairs and the fisheries analyst shall determine items for the agenda. No business may be transacted nor any measure be considered that is not on the agenda. The clerk shall prepare an agenda and it shall be distributed to work group members, along with the meeting packet, one week prior to the regular meeting.

7. **Meeting Notes/Summary.** Bulleted notes shall be taken and shall be filed as a part of the meeting packet.

Reporting. Work group members who are unable to attend a meeting shall advise the staff clerk of the contemplated absence to maximize attendance and participation of members at these meetings.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

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Introduced by: Kodiak Fisheries Work Group
Requested by: Borough Assembly/City Council
Drafted by: Kodiak Fisheries Work Group
Introduced on: 06/06/2013
Adopted on: 06/06/2013

**KODIAK ISLAND BOROUGH
RESOLUTION NO. FY2013-32**

**A JOINT RESOLUTION OF THE KODIAK ISLAND BOROUGH
ASSEMBLY AND KODIAK CITY COUNCIL DOCUMENTING THE
KODIAK FISHERIES WORK GROUP'S SCOPE AND AUTHORITY**

WHEREAS, it is in Kodiak's best interests for its Borough and City governments to be well informed regarding the potential impacts of State and Federal fishery management actions on the Kodiak community; and

WHEREAS, the Kodiak Island Borough Assembly and the City Council have determined that a Kodiak Fisheries Work Group can provide valuable assistance to the Borough Assembly and City Council by identifying fishery management actions that could affect Kodiak; and

NOW, THEREFORE BE IT RESOLVED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH THAT this resolution hereby creates the Kodiak Fisheries Work Group; and

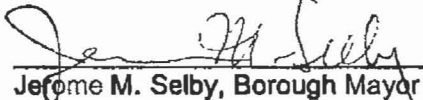
BE IT FURTHER RESOLVED THAT:

1. **Membership.** The Kodiak Fisheries Work Group (work group) shall be composed of three representatives from the Kodiak Island Borough and three representatives from the Kodiak City Council.
2. **Organization.** The work group shall designate two co-chairs at the first meeting of the calendar year and shall hold at least one meeting monthly. The co-chairs shall alternate presiding the meetings. The borough manager, city manager, and the fisheries analyst shall serve as ex-officio, non-voting members of the work group.
3. **Purpose, Scope, and Authority.**
 - a. Focus on overall impacts to the community and maintenance and growth of revenue streams.
 - b. Understand how various approaches will fundamentally impact fisheries and resources.
 - c. Frame benchmarks and objectives as positive statements.
 - d. Refrain from taking positions on allocation questions to the extent possible while understanding that many issues and decisions will have allocation implications.
 - e. Focus on broad-scale program features unless specific program elements threaten the goals for management programs as referenced within Resolution No. 2012-31 of the City of Kodiak.
 - f. Kodiak Fisheries Work Group will review the Kodiak Fisheries Analyst/Consultant written quarterly reports including background materials and analysis for fisheries issues of importance to the community pursuant to the contractual report schedule.

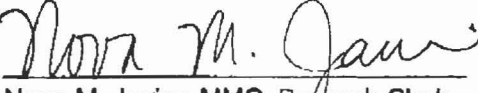
- 51 **4. Administrative assistance.** The Borough and City Clerk's office staff shall:
52 a. Furnish the work group with copies of all requested documents and other
53 information necessary or reasonably related to the work group's functions;
54 b. Provide the work group with such supplies, meeting space, and secretarial
55 assistance;
56 c. Refer to the work group, for their discussion, all nonemergency matters within the
57 scope of its powers and duties prior to presenting those matters to the assembly for
58 action; and
59 d. Transmit all recommendations and other communications from the work group to
60 the Assembly and Council.
61
- 62 **5. Consensus.** The affirmative votes of four (4) work group members shall be required to
63 build consensus of the work group. Consensus shall be given at a public meeting of the
64 work group.
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- 66 **6. Agenda.** The co-chairs and the fisheries analyst shall determine items for the agenda.
67 No business may be transacted nor is any measure considered that is not on the
68 agenda. The clerk shall prepare an agenda and it shall be distributed to work group
69 members, along with the meeting packet, one week prior to the regular meeting.
70
- 71 **7. Meeting Notes/Summary.** Bulleted notes shall be taken and shall be filed as a part of
72 the meeting packet.
73
- 74 **8. Reporting.** Work group members who are unable to attend a meeting shall advise the
75 staff clerk of the contemplated absence to maximize attendance and participation of
76 members at these meetings.
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78 **ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH**
79 **THIS SIXTH DAY OF JUNE, 2013**
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81 KODIAK ISLAND BOROUGH
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85 Jerome M. Selby, Borough Mayor
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88 ATTEST:

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90 Nova M. Javier, MMC, Borough Clerk
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**CITY OF KODIAK
RESOLUTION NUMBER 2012-31**

**A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AND
THE KODIAK ISLAND BOROUGH ASSEMBLY SUPPORTING COMMENTS TO THE
NORTH PACIFIC FISHERY MANAGEMENT COUNCIL ON PENDING ACTIONS
REGARDING COMPREHENSIVE MANAGEMENT OF PROHIBITED SPECIES
CATCH BY THE TRAWL FISHERY IN THE CENTRAL GULF OF ALASKA**

WHEREAS, the North Pacific Fishery Management Council is considering the need for and beginning development of a comprehensive program to manage prohibited species catch by the trawl fleet of the central Gulf of Alaska; and

WHEREAS, any such comprehensive management program for fisheries in the central Gulf of Alaska will have major and direct effects on the economy and well-being of residents of the Kodiak region; and

WHEREAS, National Standards of the Magnuson-Stevens Fishery Conservation and Management Act require that federal fishery management decisions take into account the importance of fishery resources to fishing communities, in order to provide for the sustained participation of such communities and minimize adverse economic impacts on such communities; and

WHEREAS, the City of Kodiak and the Kodiak Island Borough represent the communities of the Kodiak region, rather than individual user groups or fishing interests; and

WHEREAS, the City of Kodiak and the Kodiak Island Borough have begun a program to participate directly in public processes for fishery policy decision-making as outlined in Resolution No. 2012-30 of the City of Kodiak.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Kodiak and the Assembly of the Kodiak Island Borough that these bodies support the Kodiak Fisheries Workgroup's proposed overarching purpose for consideration of fishery management issues of interest and concern to the Kodiak region as follows:

Overarching Purpose:

1. Maintain healthy, sustainable resources in the central (and western) Gulf of Alaska.
2. Promote a sustainable, vigorous economy in the Kodiak region with healthy and competitive harvesting and processing sectors and support industries.
3. Maintain quality of life and social well-being in Kodiak.

BE IT FURTHER RESOLVED by the Council of the City of Kodiak and the Assembly of the Kodiak Island Borough that these bodies support the Kodiak Fisheries Workgroup's proposed goals for management programs as follows:

Goals for Management Programs:

1. Provide effective controls of prohibited species catch and other bycatch to provide for balanced and sustainable fisheries and healthy harvesting and processing sectors.
2. Maintain or increase target fishery landings and revenues to Kodiak.
3. Maintain or increase employment opportunities for vessel crews, processing workers, and support industries.
4. Provide increased opportunities for value-added processing.
5. Maintain opportunities for fishermen to enter the fishery.
6. Maintain opportunities for processors to enter the fishery.
7. Minimize adverse economic impacts of consolidation of the harvesting or processing sectors.
8. Maximize active participation by owners of harvesting vessels and fishing privileges.
9. Maintain the economic strength and vitality of Kodiak's working waterfront.
10. Establish methods to measure success and impacts of all programs, including collection and analysis of baseline and after-action data.



CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted: September 27, 2012

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager *AK*
Date: June 27, 2013

Agenda Item: V. b. Resolution No. 2013–18, Declaring the City of Kodiak a Purple Heart City

SUMMARY: Chapter 663 of the Military Order of the Purple Heart contacted Mayor Branson by mail in April to inform her of the Purple Heart movement, which recognizes the service and sacrifice of military men and women who have been wounded in combat. At least one borough and five cities in Alaska have passed resolutions declaring their communities as Purple Heart cities. According to their letter (Attachment B), they say the State of Alaska is now recognized as a Purple Heart state, along with several states.

The Order of the Purple Heart's members are combat wounded veterans. The organization provides support to veterans and their families. Chapter 663 in Wasilla is working to encourage Alaskan cities to adopt a resolution like the one attached (Attachment A) that honors veteran men and women who have lived or continue to live in Alaska. Staff is not aware that this group is affiliated with local veterans groups or that it has a local chapter. Staff understands that this is a request for a formal declaration of support for the sacrifices made by our military men and women in Alaska and Kodiak. Adoption of the resolution will add Kodiak to the list of Alaska cities maintained by the group that have formally honored veterans in this way.

PREVIOUS COUNCIL ACTION: None

ALTERNATIVES: Council may adopt Resolution No. 2013–18 if they support it. They may also amend or fail to approve the resolution.

ATTACHMENTS:

Attachment A: Resolution No. 2013–18

Attachment B: Letter from Military Order of the Purple Heart, dated April 29, 2013

PROPOSED MOTION:

Move to adopt Resolution No. 2013–18.

JUNE 27, 2013
Agenda Item V. b. Memo Page 1 of 1

**CITY OF KODIAK
RESOLUTION NUMBER 2013-18**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK DECLARING
THE CITY OF KODIAK A PURPLE HEART CITY**

WHEREAS, the people of Kodiak, Alaska have a great admiration and the utmost gratitude for all the men and women who have selflessly served their country, state and the City of Kodiak in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the State of Alaska, and the City of Kodiak, who served in the Armed Forces have been vital in maintaining the freedoms and the way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives, have been physically wounded, or mentally changed while serving in the Armed Forces; and

WHEREAS, citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, recognized as a singularly meritorious act of essential service; and

WHEREAS, the City of Kodiak recognizes and honors the service and sacrifices of our Nation's men and women in uniform who have been changed, wounded, or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Kodiak City declares the City of Kodiak a Purple Heart City.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:



Military Order of the Purple Heart

Matanuska-Susitna Chapter 663
PO Box 877844
Wasilla, AK 99687



April 29, 2013

Dear Mayor Branson,

The journey continues. Chapter 663 is actively working toward passage of our Purple Heart Resolution in Alaska's cities, boroughs, outlying communities and Tribal Councils.

Chartered by Congress in 1958, The Military Order of the Purple Heart is composed of military men and women who received the Purple Heart Medal for wounds suffered in combat. Although our membership is restricted to the combat wounded, we support all veterans and their families with a myriad of nation-wide programs by Chapters and National Service Officers.

Chapter 663's focus is to honor those men and women who have lived, or continue to live in the Alaska Greatland.

Passage of this resolution has been completed so far in the following Alaska communities:

- City of Wasilla, AK
- City of Palmer, AK
- City of Houston, AK
- City of Soldotna, AK
- City of Kenai, AK
- Matanuska-Susitna Borough

The State of Alaska is now recognized as the 5th 'Purple Heart State' behind:

- California
- Ohio
- Kentucky
- South Carolina
- (Alabama - pending)

Enclosed are copies of the city resolutions, including the one for Wasilla, the first Alaskan city to be recognized in Alaska. Wasilla's Honorable Mayor Verne Rupright, in concert with the Wasilla City Council unanimously approved this distinction while the Viet Nam Memorial Traveling Wall was on display in Wasilla.

If your community approves this resolution, we would greatly appreciate copy of the signed resolution for Chapter 663 records.

Warmest regards to you and our fellow Alaskans in Kodiak,

Ken Ross
Chapter Commander
MOPH Mat-Su Chapter 663

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager *AK*
Thru: Glenn Melyin, City Engineer and Marty Owen, Harbormaster *GM* *MO*
Date: June 27, 2013

Agenda Item: V. c. **Authorization of Amendment No. 3 to the Professional Services Contract for Design Services for Pier III, Pier III Replacement, Project No. 8013/11-07**

SUMMARY: This memo recommends authorization to award Amendment No. 3 to the professional services contract with PND Engineers Inc. for design and permitting services associated with the Pier III Replacement project. PND Engineers Inc. submitted a proposal to perform design and permitting. The proposal is divided into two components, Full Design Fixed Price Scope in the amount of \$633,825, and Permitting Time & Materials (T&M) Scope in the amount of \$108,450 for a total of \$742,275. Staff and the project manager recommend Council authorize Amendment No. 3 to the professional services contract with PND Engineers to provide design and permitting services for the Pier III Replacement project in the amount of \$742,275.

PREVIOUS COUNCIL ACTION:

- December 13, 2012, Council approved a professional services contract for geotechnical work
- January 24, 2013, Council approved Amendment No. 1 to the professional services contract for survey and preliminary engineering
- May 23, 2013, Council approved Amendment No. 2 to the professional services contract for geotechnical work associated with the project
- June 11, 2013, the project manager and PND made a presentation to Council on the project in preparation for the design and permitting work

DISCUSSION: PND submitted a proposal for full design and permitting services for Pier III. Due to the uncertainty of current permitting required, the permitting service will be performed on a T&M basis, not to exceed the amount of \$108,450. The permitting service will include permit drawings and complete documents for the full build of the new Pier III facility for submission to the U.S. States Army Corps of Engineers (USACE) and U.S. Coast Guard for Navigable Water Permits. PND will act as the City's agent throughout the permitting process and will assist the City in mitigation requirements. Following the submittal of the USACE permit, it will likely require a minimum 90 days for agency approval. Permit drawings and documents are proposed to be submitted for permitting by August 7, 2013.

The design services in the amount of \$633,825 will include deliverables for owner review at 35%, 65%, 95%, and construction documents (CD) drawings. The anticipated delivery date for CDs is December 20, 2013. Full design services will be based on a pile supported dock with associated dolphins and will accommodate a D-7 class cargo vessel, as a minimum, and will consider larger vessels for future planning. One section of the dock will be designed to support roll-on / roll-off (RORO) operations, if

future potential exists. The design will also include a sewer tie-in and a lift station to extend City sewer to the Pier III site. This will benefit the City and increase the value of the City-owned facility.

As stated in Mr. Sturgulewski's memo dated June 4, 2013, (Attachment A), PND and ARCADIS made a presentation to the Council on June 11, 2013, and discussed an option to locate the structure towards the airport from the existing pier. This option had been previously reviewed in the master planning phase of the project and was not accepted. It was briefly revisited after the recent geotechnical investigation. The option may have benefits, including shifting the pier away from the Pillar Mountain slide area to likely more shallow depths to bedrock. PND is working on further review of this option, which they will make available to the City by the first Council work session in July.

The amendment is anticipated to include all design, permitting, and construction cost estimating required to successfully bid and award the project. The amendment does not include survey data for the proposed sewer force main from Pier III from the tie-in point at Pier II. If the City does not have existing survey data, a survey will be required with the results provided to PND. This contract amendment does not include construction administration (CA) services. PND will provide a proposal for CA services once an apparent low bidder is selected and a construction schedule is established.

ALTERNATIVES:

- 1) Authorize the Amendment No. 3 to professional services contract with PND. Staff recommends this alternative and is necessary to fulfill contractual obligations and maintain the design critical path.
- 2) Do not authorize the amendment. This is not recommended as it will delay design completion and affect the project schedule.

FINANCIAL IMPLICATIONS: The funds to complete this project have been secured now that the state has approved the total of \$33.1 million in grants and bonds. The FY2013 budget also has approximately \$404,100 remaining in the initial project capital budget for a total of \$33.4 million. This is more than adequate funding to award this amendment.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize amendment No. 3 to the professional services contract with PND for design and permitting work associated with Pier III Replacement in the amount of \$742,275 with funds coming from the Cargo Development Fund, Pier III project, Project No. 8013/11-07.

CITY MANAGER'S COMMENTS: Once the contract for design services is authorized, the project will be on track for 100% design by December of this year. I support the recommendation from staff and Roe Sturgulewski to authorize the award of this contract amendment to PND for design and permitting services.

ATTACHMENTS:

Attachment A: Recommendation memo from Roe Sturgulewski dated 6/4/13

Attachment B: PND Proposal letter dated 6/4/13

Attachment C: Pier III status memo from Sturgulewski dated 6/17/13

PROPOSED MOTION:

Move to authorize amendment No. 3 to the professional services contract with PND Engineers, Inc. for design and permitting work associated with Pier III Replacement in the amount of \$742,275, with funds coming from the Cargo Development Fund, Pier III project, Project No. 8013/11-07 and authorize the City Manager to execute the documents on behalf of the City.

JUNE 27, 2013

Agenda Item V. c Memo Page 3 of 3



Memorandum

TO: Aimee Kniazowski
FROM: Roe Sturgulewski
DATE: June 4, 2013
RE: Kodiak Pier III
 PND Engineers Amendment 3 Full Design Services Recommendation for Award

This memo is to recommend award of Amendment #3 to PND Engineers, Inc. for the Pier III Replacement project design contract in the amount of \$742,275. This is comprised of two components; completion of design and bidding services in the lump sum amount of \$633,825 and permitting assistance in the time and materials, not to exceed amount of \$108,450. The proposal is based upon design of a pile supported structure.

The City Council authorized award to perform the initial geotechnical investigation on 12/13/12. An amendment to add surveying and preliminary engineering services was added on 1/24/13. Amendment #2 in the amount of \$121,336 to add additional geotechnical and preliminary engineering services was approved on 5/23/13.

The shift to a pile supported structure reflects a major change from the September 2011 Design Study Report that had recommended a sheet pile structure. That initial study considered pipe pile and sheet pile structures, and alternate configurations. The sheet pile structure was considered to be less expensive than pipe pile and potentially capable of supporting higher live loads. A subsequent wave study found no significant differences between the two structure types. As has been previously noted, the geotechnical investigation performed earlier this spring encountered substantially different soil conditions than had been envisioned when developing the Design Study Report. PND had made initial assumptions regarding the depth of the bedrock and qualities of the overburden material based on previous work around Pier III. While the onshore soils types generally matched expectations much of the offshore material was substantially different. The water side investigation primarily encountered fine grained soils including silts and clays with some organics which were not expected.

PND reevaluated the concept designs included in the DSR based on the new data. The factors of safety for a sheet pile structure were found to be inadequate from a global seismic perspective. The weight of the structure also resulted in unacceptable amounts of settlement in the fine grained soils. A number of other techniques were evaluated to determine if the sheet pile structure could be made viable, including surcharging and soil enhancement. Other alternatives were also considered including phased in-place replacement, alternate configurations and alternate locations. Significant costs, risks and/or impediments were noted in all of these options, resulting in the pile supported dock becoming the preferred option.

The project budget that formed the basis of the legislative funding request was based on the pile supported structure presented in the Design Study Report. The geotechnical findings increased the costs of the pier substructure over what was contemplated at that time. In addition to deeper, larger and thicker piles, the soft soils necessitated the use of rock anchors to resist uplift. While further analysis may potentially find cost savings, an exercise was performed to align scope and budget with a pipe pile

structure. Different pile supported configurations were discussed at the concept level to determine the most preferable option from an operations perspective. The preferred alternative, from both the user and port staff perspectives, was to slightly reduce the dock face. Reduction of the dock face from 420 feet to a nominal 370 feet brought the project within budget based on the current assumptions. While there are still refinements that will be evaluated later in the design phase that could lower costs and allow a full 420 foot buildout, the project team believes this pile supported structure concept provides a good framework to carry forward into design. Additional detail on the evaluation and decision to recommend an alternate structure type is included in the PND Alternatives Analysis, dated June 4, 2013.

PND's proposal equates to approximately 2% of the total project and appears reasonable. The proposal is based upon the assumption that the crane electrical service will be designed by others. Services during construction are not included in the proposal and will be added by a subsequent amendment.

Please contact me at (907) 343-3013 if you have any questions.

June 4, 2013

111012

Ms. Aimee Kniaziowski
 City Manager
 City of Kodiak
 710 Mill Bay Road
 Kodiak, Alaska 99615

Subject: Kodiak Pier 3 Design Proposal

Dear Ms. Kniaziowski:

The City of Kodiak (the City) desires to replace the aging and deteriorating Pier 3. PND Engineers, Inc. (PND) proposes to provide engineering services for design and permitting for this project. The anticipated scope of work and schedule are outlined below. Planning, surveying and geotechnical work have been performed previously under a separate scope of work. Associated costs for the remaining effort are summarized below. Due to uncertainty, it is proposed that permitting be performed under a Time and Materials basis (10% markup on expenses), not to exceed the budgets below without prior authorization. The design work will be performed under a Fixed Price basis.

Design Fixed Price Scope:

• Design Pier 3 (Task B Items 1 to 7 and 12 to 16)	\$ 544,305
• Assist the City through Bidding Process (Task B Items 8, 9 and 10)	\$ 48,820
• Design Sewer Tie-In and Lift Station (Task B Item 11)	<u>\$ 40,700</u>
Total Fixed Price Scope	\$ 633,825

Permitting Time and Materials Scope:

• Permitting Pier 3 Facility	<u>\$ 108,450</u>
Total Permitting Time and Materials Scope	\$ 108,450

Construction Administration (CA) has not been included in this scope of work. The scope and schedule for construction activities has not yet been defined. Therefore, the CA estimate will be provided at a later date as the construction activities are better known.

The permitting estimate does not include fees associated with the permit application or any mitigation costs that the City may be required to pay. PND will work with the City throughout the process to manage and advise on these necessary fees.

Task A: Permitting

PND will provide permit drawings and completed documentation for the full build of the new Pier 3 facility acceptable for submittal to the United States Army Corps of Engineers (USACE) as well as the Coast Guard for applicable Navigable Water Permits. Estimates of the number of piles to be driven, impacted surface area, extent of work and other items as necessary will be accomplished in order to allow permit applications complete with drawings to be submitted to the necessary agencies.

PND will stay involved during the review of the submitted permit and act as the City's agent throughout the process. PND will also assist the City in mitigation requirements associated with the project.

Please keep in mind that permit support efforts and schedule are very difficult to estimate as they can be affected by the particular reviewer and the current agency backlog. Agency requirements and requests during the review process are typically outside of PND's control. PND will make every effort to maintain the established budget during the process and will keep the City informed as to the progress of the progress of the permitting effort as the project moves forward.

PND proposes to provide the permit drawings and completed documentation associated with permitting by August 7. This schedule will provide time sufficient to advance the design to a 35% level prior to permit application.

Task B: Design Package

Following the submittal of the USACE permit, it will likely require 90 days or more for agency approval. In order to meet the tight timeline associated with the design of this project PND will need to continue to progress the design work during the permit approval process.

PND will provide the following deliverables in the design package in support of the Kodiak Pier 3 replacement project (Dates in () assume a NTP issued on or before July 1, 2013);

- Design drawings for a pile supported Pier 3 facility including structural and electrical details issued in the following increments;
 - 35% Design Drawings (August 2nd – 5 Weeks from NTP)
 - Assumes that design will move forward under the currently established T&M engineering budget until NTP is issued.
 - 65% Design Drawings (September 27th – 8 Weeks from 35% Submittal)
 - 95% Drawings (November 22nd – 8 Weeks from 65% Submittal)
 - Issued for Construction (IFC) Drawings (December 20th – 4 Weeks from 95% Submittal)
- Bid Documents (Delivered with IFC Package)
 - Assumes the “Boiler Plate” contract terms and conditions will be the same as were utilized on the Boat Lift Facility or that the City will provide the documents for inclusion into the package.

The pile supported dock will be designed to accommodate vehicular live loads as determined during the 35% design with stakeholder input.

Additionally, the pile supported dock and associated dolphins will be designed to accommodate a D-7 class cargo vessel as a minimum and will also consider larger vessels that may berth at the facility in the foreseeable future as determined during the 35% design period with stakeholder input. One section of the dock will be designed to support Roll-On\Roll-Off (RORO) operations. Container live loading and crane loading at the facility will be also be determined during the 35% design period with stakeholder input. Additional design considerations such as design life, mooring requirements, seismic criteria and others may be found in the September 2011 Design Study Report.

PND will provide design for extension of the potable water supply and a storm drain system for the facility.

Power and lighting design will be subcontracted to RSA Engineering, Inc. (RSA). RSA's proposed cost for the power and lighting portion of the design work is attached to this proposal and has been incorporated into the fixed price design fee given above.

In addition to the above deliverables PND will attend meetings in Kodiak as required\requested (Pre-Bid Meeting, Coordination Meetings, etc.) during the project as well as provide bid review and a recommendation for the selection of bidder.

PND has also included in this proposal a separate line item cost for design of a sewer line to service the existing facility as requested. This cost includes the design for tie in of one sewer line into the existing Kodiak sewage system, design of lift station on site and one trip to Kodiak for site observations. PND will work with the City to ensure that components utilized in the design meet current city piping standards and manufacturer type.

Design Fee Exclusions

- This proposal does not include any additional survey work that may be required to develop plan and profile alignments for the sewer tie-in line. PND assumes that the City has available survey data sufficient to develop the design from the site to the tie in point.
- This proposal assumes that the current traffic system for access and egress at the site is adequate and does not include design of upgrades to improve traffic flow onto and off of the site.
- This proposal does not include review of submittals, shop drawings, RFI's etc. or construction administration during the construction effort. PND will provide a proposal for support in these areas following refinement of the construction schedule.

We appreciate this opportunity to continue moving this project forward and look forward to working further with the City.

Sincerely,

PND Engineers, Inc. | Anchorage Office



Kenton W. Braun, P.E.
Vice President



Bryan Hudson, P.E.
Senior Engineer

Attachment: Permitting and Design Phase Cost Breakdown
Subcontractor Proposal (RSA – Power and Lighting)
Standard Rate Schedule



PROJECT TITLE: **Kodiak Pier 3 Replacement**
CLIENT: City of Kodiak

BUDGET SUMMARY:

FIXED FEE BUDGET

Design Package - Total Labor	\$561,390.00
Design Package - Subcontractors	\$65,065.00
Design Package - Expenses	\$7,370.00
TOTAL (Fixed Fee Estimate) - Design	\$633,825.00

TIME AND MATERIALS BUDGET

Permitting Support	\$108,450.00
TOTAL (Time and Materials Estimate) - Permitting and CA	\$108,450.00

Kodiak Pier 3 Replacement
City of Kodiak

PROJECT TITLE:
CLIENT:

PHASE: Permitting (Time and Materials)

LABOR: Task A - Permitting Support (Time and Materials)

No.	Task (Scope of Services)	Senior Eng. VII	Senior Eng. III	Staff Eng III	Environ. Scientist	Cad Des. V	Tech V	Total Hours	Labor Cost
1	Prepare Permit Drawings	20	165	40	40	40	105.00	305	\$36,250.00
2	Prepare Permit Documentation	20	40	40	80			180	\$19,800.00
3	Prepare Biological Assessment	20	80		120		40	260	\$29,000.00
4	Respond to Agency Questions\Comments	20	40	40	120			220	\$23,400.00
Labor Subtotal									\$108,450.00

Total (Time and Materials Estimate) - Kodiak Pier 3 Design Package \$108,450.00

PROJECT TITLE: **Kodiak Pier 3 Replacement**
 CLIENT: City of Kodiak

PHASE: Design Package - Fixed Fee

LABOR: Task B - Design Package (Fixed Fee)

No.	Task (Scope of Services)	Senior Eng. VII	Senior Eng. VI	Senior Eng. III	Staff Eng. III	Cad Des. V	Tech V	Total Hours	Labor Cost
1	Management and Reporting	50	50	24	40		50	124	\$17,370.00
2	Meetings and Coordination	100	100	200	40			340	\$47,050.00
3	City Presentations/Meetings	40	120	240	300	150	40	890	\$31,000.00
4	Prepare 35% Design	40	120	240	300	120	40	860	\$105,150.00
5	Prepare 65% Design	40	120	240	300	120	40	860	\$102,300.00
6	Prepare 95% Design	20	120	200	80	80	20	520	\$102,300.00
7	Prepare IFC Design	20	8	40	40			128	\$66,700.00
8	Update Cost Estimates	20	80	80	40			180	\$16,020.00
9	Bid Document Preparation	10	40	40	40			90	\$22,000.00
10	Bid Process and Selection Assistance	40	50	70	100	70	250	330	\$10,800.00
11	Design Sewer Tie-in Line and On-Site Lift Station	390	538	1404	1140	470	250	4192	\$40,700.00
	Total Labor								\$561,390.00

SUBCONTRACTORS

No.	Subcontractor	Total
12	RSA Engineering - Electrical Design	\$59,150.00
13	Subcontractor Coordination (10% Markup)	\$5,915.00
	Total Subcontractors	\$65,065.00

EXPENSES

No.	Reimbursible	Unit	Quantity	Rate	Total
14	Anchorage to Kodiak Airfare (Assumes 2 people per trip)	Ea.	10	\$400.00	\$4,000.00
15	Room and Board in Kodiak (Assumes 2 people per trip)	Ea.	10	\$230.00	\$2,300.00
16	Vehicle Rental in Kodiak	Ea.	5	\$80.00	\$400.00
	Total Expenses (10% Markup)				\$7,370.00

Total Labor	\$561,390.00
Total Subcontractors	\$65,065.00
Total Expenses	\$7,370.00
Total (Fixed Fee Estimate) - Kodiak Pier 3 Design Package	\$633,825.00

May 28, 2013
Revised May 29, 2013

PND Engineers Inc.
1506 West 36th Avenue
Anchorage, AK 99503

ATTENTION: Kenton Braun

Dear Kenton,

**REFERENCE: Kodiak Pier 3 Upgrades
Electrical Fee Proposal**

RSA Engineering is pleased to offer a fee proposal for electrical engineering services for the referenced project. We have based our scope of work on the Kodiak Pier 3 Design Study Report from 2011, along with the following assumptions:

- RSA Engineering will provide personnel for a site visit to as-built existing electrical systems at Pier 3.
- RSA will coordinate with Kodiak Electrical Association (KEA) to upgrade the electrical service to the facility.
- RSA will work with the City of Kodiak and Pier 3 stakeholders to determine the most favorable lighting solution for the facility. RSA will design lighting upgrades based on the lighting system(s) selected.
- RSA will provide design assistance for upgrades to the existing power distribution system to accommodate the replacement of the existing diesel crane with an electric crane. It is our understanding that the electrical upgrades for this work will be designed by the lessee's as part of the crane replacement and that RSA's work will include coordinating this work with the expansion of the electrical systems to meet other facility needs. In addition it is our understanding that the crane replacement work will include the following tasks:
 - A new line extension by KEA to a new KEA provided distribution voltage switch.
 - A new crane distribution substation including a 12.47kV main breaker, a new isolation transformer, and new 12.47kV distribution switchgear.
 - Medium voltage distribution cabling.
 - An energy storage system or other alternative to dissipate/reuse crane regenerative power.
- RSA will design heat trace systems keep crane rail and dock drainage systems free of ice during cold weather.
- RSA will design connections to capstans, winches, and other dock equipment for the expanded facilities.
- RSA will design new electrical systems for the relocation of equipment as necessary for the new dock expansion.

- RSA will provide bid phase services including: answering bidder questions, preparation of addenda material and attendance at a prebid meeting in Kodiak.

Exclusions

- It is our understanding that there has been some discussion on whether Kodiak Electric Association will provide power to the replacement crane. This proposal assumes that KEA will provide power for the crane equipment as noted above. If this assumption changes in the future the scope and fees for the project will need to be re-evaluated.
- Weather delays are not included in our fee for site visits outside of Anchorage (neither during the design or construction Phase). Weather delays will be billed up to 8 hours per day of actual time including reimbursable expenses incurred.
- We will provide one electronic copy of design documents at each milestone submittal to allow your office to produce the required number of copies necessary for distribution to affected parties.

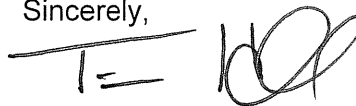
RSA proposes the following lump sum fixed fee for this project:

	<u>Electrical</u>
Design Site Visit	\$ 4,300.00
35% Design	\$10,720.00
65% Design	\$15,280.00
95% Design	\$16,300.00
Bid Documents	\$ 6,900.00
Bid Phase (In House)	\$ 1,550.00
Prebid Site Meeting	\$ 1,800.00
IFC Documents	<u>\$ 2,300.00</u>
GRAND TOTAL	\$59,150.00

We will provide one copy of design documents at each milestone submittal to allow our client to produce the required number of copies necessary for distribution to affected parties.

Please review and advise if this proposal is acceptable by signing below and returning a copy to our office as our notice to proceed. We have attached a copy of our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you on this project.

Sincerely,



Timothy E. Hall, P.E.
Vice President

teh/hhm
13-0375/P13-180
Attachment

Accepted for PND Engineers Inc.

RSA Engineering, Inc. – Standard Terms and Conditions

This document is intended to provide guidelines for contractual issues in the absence of a contract supplied by our client.

Performance:

RSA Engineering, Inc., herein known as RSA and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or employed, are made with respect to RSA's performance, unless agreed in writing. RSA is not a guarantor of the project to which its services are directed, and responsibility is limited to work performed for the client. RSA is not responsible for acts and omissions of the client, nor for third parties not under its direct control. RSA shall not be liable for any reason for any special, indirect or consequential damages including loss of use and/or loss of profit. RSA may rely upon information supplied by the client engaging RSA and its contractors or its consultants without independent verifications.

Ownership of Documents:

Documents prepared under this agreement are Instruments of Service for the sole use and benefit of the Owner. RSA retains a property interest in the work products including rights to copy and reuse. RSA grants the Owner a perpetual and non-transferrable license to reproduce the Instruments of Service for their intended use, including the right to reproduce for construction, upkeep, operation and maintenance. RSA will incur no liability from the unauthorized use or modification of the Instruments of Service for other than their original purpose without RSA's written permission. RSA's signatures, professional seals and dates shall be removed from the Instruments of Service when these documents are used for other than their intended purposes.

Governing Law:

This contract shall be governed by the laws of the State of Alaska, and any lawsuits brought thereon shall be filed at the Judicial District Court in Anchorage, Alaska.

Insurance:

RSA maintains errors and omission insurance (claims made basis), commercial general liability insurance, automobile liability insurance and workers compensation and employer's liability insurance for employees performing work under this contract.

Indemnity:

RSA shall indemnify, defend and hold the client, agents and employees harmless from and against any and all claims, demands, suits, liability of any nature under this agreement resulting from negligent acts, errors or omissions of RSA, RSA's officers, agents, and subconsultants who are directly responsible to RSA. RSA is not required to indemnify, defend or hold harmless the client for a claim of, or liability for, independent negligent acts, errors, or omissions of the client. If there is a claim of, or liability for, a joint negligent act, error or omission of RSA and the Client, the indemnification, defense and hold harmless obligation of this agreement shall be apportioned on a comparative fault basis.

Dispute Resolution:

Prior to initiating court action, RSA and the client shall in good faith seek to settle or resolve the controversy by submitting the matter to mediation in Anchorage, Alaska. Such notice shall be within the statutory time limit for commencing a legal action involving the controversy. The independent third party Mediator will be selected by mutual consent of both Parties from a list of available members of the American Arbitration Association.

Arbitration:

At the election of either party, any dispute arising between the parties herein relating to the subject matter of this agreement shall be resolved by arbitration. The results of said arbitration shall be conclusive, final and binding upon all parties and may be entered into any initial Court of Records as a final judgment. Arbitration proceedings shall be conducted pursuant to the administrative procedural rules promulgated by the American Arbitration Association. Any final arbitration award shall include an award for all-reasonable costs and reasonable attorney fees.

Proposals:

Proposals expire 90 days after submission to a client unless a different expiration limit is included in the proposal. RSA may withdraw or modify a proposal at any time prior to acceptance by the client.

Payments:

Payments for RSA Services shall be made after client's approval of RSA submission and invoice. Client shall review and approve each submission and invoice and shall pay the invoice amount within 30 days (or other agreed upon timetable) of approval. If the owner does not approve a submission it shall be returned to RSA for revision.

Invoicing:

RSA will invoice on a monthly basis. All invoices shall be due and payable upon receipt. Interest charges of 1.5% per month may be assessed for unpaid balances beyond 120 days past due unless other arrangements are made. In the event billing is on a pay when paid basis, RSA and the client agree to six months past due prior to assessing interest charges unless other arrangements are made. It is agreed that in the event of failure of the client to make payments in compliance with this agreement, RSA, at its option, may terminate all services in connection with this agreement.

Termination:

This contract may be terminated by either party upon 30 days written notice, should the other party fail to substantially perform in accordance with the terms and conditions herein. In the event of termination the consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred. RSA reserves the right to complete analysis and records as are necessary to put files in order, and were considered by us necessary to protect our professional reputation.

**PND ENGINEERS, INC
STANDARD RATE SCHEDULE
EFFECTIVE MAY 2013**

<u>Professional:</u>	Senior Engineer VII	\$180.00
	Senior Engineer VI	\$165.00
	Senior Engineer V	\$150.00
	Senior Engineer IV	\$140.00
	Senior Engineer III	\$130.00
	Senior Engineer II	\$120.00
	Senior Engineer I	\$110.00
	Staff Engineer V	\$105.00
	Staff Engineer IV	\$100.00
	Staff Engineer III	\$95.00
	Staff Engineer II	\$90.00
	Staff Engineer I	\$85.00
	Senior Scientist	\$110.00
	Senior Environmental Scientist	\$105.00
	Environmental Scientist	\$90.00
	GIS Specialist	\$90.00
	<u>Surveyors:</u>	Senior Land Surveyor
Land Surveyor I		\$95.00
<u>Technicians:</u>	Technician VI	\$125.00
	Technician V	\$105.00
	Technician IV	\$90.00
	Technician III	\$80.00
	Technician II	\$70.00
	Technician I	\$45.00
	CAD Designer V	\$95.00
CAD Designer IV	\$85.00	
CAD Designer III	\$70.00	



Memorandum

TO: Aimee Kniazowski
FROM: Roe Sturgulewski
DATE: June 17, 2013
RE: Kodiak Pier III
Status Update

This provides a Pier III project status update. It contains information originally provided in the June 4, 2013 memo included in the June 11, 2013 council work session packet, as well as updates that have subsequently occurred.

PND and ARCADIS made a presentation to the Council on June 11, 2013. At that meeting, discussion occurred on an option to locate the structure towards the airport from the existing Pier. This option had been previously reviewed in the master planning phase of the project and was not accepted. It was briefly revisited after the recent geotechnical investigation. The option does have some benefits, including shifting the Pier away from the Pillar Mountain slide and likely more shallow depths to bedrock. PND is doing a more comprehensive review of this option, which they will present later this week. In the event a change in the structure type/location recommendation is made, the request for Council approval of the PND Design Contract is anticipated to be removed from the agenda at the June 25, 2013 work session.

As discussed in more detail in the accompanying memo recommending award of the pier design amendment, the unexpected geotechnical conditions led to a reevaluation of the design concepts presented in the Design Study Report. This evaluation resulted in the project engineer changing their recommendation from an open cell sheet pile to a pile supported structure.

PND submitted their draft geotechnical report in mid May. The report included both field and laboratory data and was reviewed by DOWL HKM Engineers. Comments were received and incorporated in the final geotechnical report. PND used the geotechnical data in their Design Study Update Alternatives Analysis dated June 4, 2013. PND will be issuing an Engineering and Geotechnical Analysis Report on about June 21, 2013 which will also be reviewed by DOWL HKM Engineers. As another level of due diligence, Horizon Lines has arranged for a high level third party engineering review of the PND analysis and decision to switch to a pile supported structure. While no major exceptions are expected from the additional analysis, the project team supports this additional review as it provides additional validation of the findings and approach. This review is expected the week of June 24, 2013.

Weekly coordination meetings have been held with Horizon Lines and City Port staff. Discussions have occurred on operations, crane related interfaces and uplands layout. Recent coordination has focused on evaluating alternatives to the sheet pile structure, alternative dock layout concepts, and ways to align scope and budget.

Additional discussions have occurred with Horizon related to their anticipated crane loads. Horizon has refined their crane loading criteria by defining capacity constraints in the event one of their three "Anchorage" cranes is used. While it would be preferable to conclusively define the actual crane parameters at the start of design the existing criteria is viewed as moderately conservative and adequate to start design. It is anticipated that any likely changes will be able to be accommodated during the initial design phases without major revised work or added cost. Horizon is still considering different options for cranes with the decision tied to a number of factors.

Engineering staff are proceeding with additional analysis of the Pillar Mountain slopes. The most recent study performed by Golder & Associates found limited changed conditions from earlier studies. While the proposed Pier 3 structure is on the edge of the previous scope failure, the project team supports further evaluations of the adjoining conditions. A proposal for this effort is expected to be received from Golder & Associates in early July.

Coordination has continued with KEA regarding the crane electrical power supply. Additional information was given to KEA to use in their system analysis. KEA engineering consultants recently completed their initial review. KEA has received the draft study and has posed additional questions to both their engineers and Horizon consultants. Additional discussions have been held with KEA staff and Horizon. A tentative technical solution has been developed. The solution would include a 1MW flywheel which would capture and reuse regenerative power. Preliminary discussions between the KEA Board and staff are anticipated to be held on June 27, 2013.

A Budget Template showing obligations through June 4, 2013 and expenses through May 8, 2013 is attached. The remaining budget information will be provided after finalizing the dock structure decision. \$33.1M in State FY13 appropriations has been allocated towards the project including \$18.1M in general funds and \$15M in GO Bonds. Initial state reimbursements have been received.



An updated schedule is attached. While the geotech and structure decision activities have extended slightly the design completion dates and construction schedules have not changed. This has been achieved by performing preliminary design activities prior to making the structure decision. The tentative crane decisions by Horizon have slipped to the August timeframe. The KEA power evaluation timeline has been extended slightly.

Discussion with Horizon Lines on the Preferential Use Agreement negotiations has not started.

Please contact me at (907) 343-3013 if you have any questions.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: TC Kamai, Chief of Police 
Date: June 27, 2013

Agenda Item: V. d. Authorization of a Five-Year Regional and Community Jail Contract

SUMMARY: The Alaska Department of Corrections (DOC) has proposed the continuation of the professional services contract with the City to provide Regional and Community Jail Services for persons held for violations of State law. Unlike past years where the term of the contract was for one year, the DOC is proposing that the contract term be changed to five years. The contract amount for the term beginning on July 1, 2013, is \$1,208,290. The DOC guarantees that it will automatically provide an inflation adjustment at the start of FY2015 (July 1, 2014) and that additional inflation adjustments will be provided annually at the beginning of each fiscal year through the life of the contract. Inflation adjustments will be calculated in accordance with the percentage change in the U.S. Department of Labors Consumer Price Index (CPI), and Geographical Differential as specified in A.S. 14.17.460. Staff recommends approval of the FY2014 professional services contract with the Alaska Department of Corrections to provide Regional and Community Jail Services.

PREVIOUS COUNCIL ACTION: The Council has reviewed and approved similar contracts with the DOC for Community Jail Services. The most recent was in FY2013, in which a one-year contract was approved at the June 14, 2012, regular meeting.

BACKGROUND: In 2007, the Legislative Budget and Audit Committee of the Alaska State Legislature produced a Special Report on the Department of Corrections, Community Jails Program. The purpose of this report was to review and assess the equity of funding allocated through the community jails program to the 15 communities that provided short-term confinement of persons arrested under state law. The report concluded, among other things, that most communities received insufficient funding to cover their operating expenses. Kodiak was among these communities. The report also demonstrated that there was no direct relationship between the funding provided by Corrections and the actual operating costs to communities with local jails.

The Budget and Audit committee recommended to the Legislature that the DOC Commissioner restructure the community jails program to promote equity among the communities that provided community jail service. The Commissioner has since initiated several reforms, such as: 1) developed allowable standardized costs for jail operations; 2) implemented procedures to ensure financial accountability; and 3) implemented procedures to ensure accuracy in reporting jail expenses.

DISCUSSION: The Alaska Department of Corrections (DOC) has proposed the continuation of the professional services contract with the City to provide Regional and Community Jail Services for persons held for violations of State law. Unlike past years where the term of the contract was for 1 year, the DOC is proposing that the contract term be changed to 5 years. Staff believes that the long history between the City and DOC concerning this contract warrants support to expand the contract period from one to five years.

Staff is also encouraged by DOC's predisposition to recognize that operational costs for Kodiak Jail will increase annually during the life of this contract, and by their willingness to guarantee automatic inflation adjustments to the base contract amount at the start of FY2015 (July 1, 2014), and through the life of the contract.

The DOC proposes to use a methodology to calculate inflation adjustments that is based on the percentage change in the U.S. Department of Labor's Consumer Price Index (CPI), and Geographical Differential as specified in A.S. 14.17.460. Staff has evaluated this methodology and believes this to be a fair and equitable method for calculating inflation adjustments to the base contract amount. Even though staff does not object to this methodology, we acknowledge that this methodology may not guarantee full funding of jail operations now or in the future.

The DOC has also proposed numerous amendments to the insurance, indemnification, and risk management standards delineated in the contract. These amendments have been presented and discussed with the City's insurance representatives who do not object to the changes in language.

Staff recommends approval of the FY2014 professional services contract with the Alaska Department of Corrections to provide Regional and Community Jail Services for a period of five years, commencing on July 1, 2013, and ending June 30, 2018.

ALTERNATIVES:

- 1) Authorize this contract with the Department of Corrections for a five-year period commencing on July 1, 2013, which is staff's recommendation based on the information provided.
- 2) Do not authorize this contract with the Department of Corrections. Staff does not recommend this alternative. If this contract is not authorized, the community quality of life, health, and safety would be negatively impacted.

FINANCIAL IMPLICATIONS: Staff estimates FY2014 jail expenses to be \$1,402,789. The base contract amount offered by the DOC in year one is \$1,208,290. There will be a shortfall of \$194,499 upon approval of this contract, but staff does not perceive this to have a significant negative financial impact on the City.

STAFF RECOMMENDATION: Staff recommends the approval of the contract for professional services with the Alaska Department of Corrections (DOC) to provide Regional and Community Jail Services for a period of five years, commencing on July 1, 2013, and ending June 30, 2018, in the amount of \$1,208,290, for the first year with inflation adjustments guaranteed for each remaining year of the contract.

CITY MANAGER'S COMMENTS: I recommend the Council approve the five-year professional services contract for Regional and Community Jail Service with the Alaska Department of Corrections. Revenues received under this contract don't completely cover, but do offset, our costs to operate the jail. And with this longer term contract, DOC adds guaranteed inflationary adjustments for each year after FY2014. This is a good agreement for the City and the State.

ATTACHMENTS:

Attachment A: Renewal Contract for Professional Services for Regional and Community Jail Services

PROPOSED MOTION:

Move to authorize the five-year professional services contract for Regional and Community Jail services with the Alaska Department of Corrections for a period commencing on July 1, 2013, and ending on June 30, 2018, in the amount of \$1,208,290 for the first year, with guaranteed annual inflation adjustments each year of the contract thereafter, and authorize the City Manager to sign the contract on behalf of the City.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 2041006	2. ASPS Number	3. Financial Coding 20665500-15905-76900007-73076	4. Agency Assigned Encumbrance
5. Vendor Number CIK84916	6. Project/Case Number Regional and Community Jail: Kodiak		7. Alaska Business License Number not applicable
This contract is between the State of Alaska,			
8. Department of Corrections		Division Probation and Parole	hereafter the State, and
9. Contractor City of Kodiak, Police Department			hereafter the Contractor
Mailing Address 217 Mill Bay Road	Street or P.O. Box	City Kodiak	State AK ZIP+4 99615
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
ARTICLE 2. Performance of Service:			
2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.			
2.2 Appendix C sets forth the services, liability and insurance provision of this contract to be performed by the contractor.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2013 , and ends June 30, 2018 .			
ARTICLE 4. Considerations:			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$1,208,290.00 in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of Corrections		Attention: Division of Administrative Services, Accounting	
Mailing Address PO Box 112000, Juneau, AK 99811-2000		Attention: Devra Hayes (ph. 907-465-3478)	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm City of Kodiak			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative Aimee Kniazowski			
Title City Manager (ph. 907-486-8000; fax 907-486-8023)			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections / Probation and Parole	Date		
Signature of Project Director		Typed or Printed Name John Schauwecker	
Typed or Printed Name of Project Director Carrie Belden		Title Procurement Manager CPPB, C.P.M.	
Title Director, Probation and Parole (ph. 907-269-7367)		Dept. of Corrections Juneau Procurement Officer (907-465-3399)	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2013 through June 30, 2018**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Kodiak, herein referred to as the "Borough/City".

1. Services

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Kodiak Regional and Community Jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2013** and continues in force through **June 30, 2018** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a five-year contract with annual CPI and Geographical differential increases applied each fiscal year as described in Appendix D.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention, and shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract, and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections, as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the

prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's

selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual budget request that reflects the necessary resources required for facility operations. Budget requests will be prepared in the manner and detail prescribed by the oversight agency. The annual budget request will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual budget request for each fiscal year is due to the Department's State Regional and Community Jail Administrator on October 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2015 is due to the State Regional and Community Jail administrator on October 1, 2013 for inclusion in the annual Department of corrections' fiscal year 2015 operating appropriations request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
 - July – September – quarterly and year-to-date financial statement due on October 31.
 - October – December – quarterly and year-to-date financial statement due on January 31.
 - January – March – quarterly and year-to-date financial statement due on April 30.
 - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

“Man-day” indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- x. Regional and Community Jails accessing the Agency’s Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
 - (1) Full name
 - (2) Residence address
 - (3) Telephone
 - (4) Date of birth
 - (5) Valid drivers license and state of issue, or other photo identification
 - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City

to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.

- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider, and take reasonable steps to guard against misuse or overdose of medicines by prisoners.
- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next

working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.

- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
 - (1) held under the authority of AS 47,
 - (2) accepted into the facility while unconscious or in immediate need of medical attention,
 - (3) receiving medical services for elective, cosmetic or other medical services that are not necessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
 - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
 - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.

- b. The Borough/City shall immediately notify the Department to request that a prisoner be transferred from the facility to one outside of local boundaries because;
 - (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 30 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate a memorandum of agreement and utilization of the DOC BI, Inc. Electronic Monitoring contract.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2013 through June 30, 2018**

**Appendix D
Payment Provisions**

1. The total contract amount for the City / Borough of Kodiak is **\$1,208.290.00** for the period from **July 1, 2013 through June 30, 2014** and represents the total payment due for FY 14. This will be a five-year contract with annual CPI and Geographical differential increases applied each fiscal year as described below. 30 Beds
2. It is specifically agreed by the parties that the Department of Corrections is not funded for and will not provide annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.
4. The Department of Corrections will automatically provide a guaranteed inflation adjustment at the start of FY 2015 (July1, 2014) and price adjustments will then be provided annually at the beginning of each fiscal year throughout the life of the contract.

Adjustments will be calculated in accordance with the percentage change in the US Department of Labor Consumer Price Index (CPI) CUUSA427SA0, - All Urban Consumers for Anchorage, Alaska (not seasonally adjusted) issued for the most recent half-year period. The base CPI for all future adjustments will be the index issued for January through June 2012 (205.215). The percentage change for each annual price adjustment will be further adjusted by the appropriate "district cost factor" in AS 14.17.460 as a geographical difference.

The CPI adjustment is capped at 2% per annual period multiplied by the geographical difference noted in the prior paragraph. See the attached EXAMPLE, (Appendix F), which further explains the automatic guaranteed inflation adjustment with the geographical difference adjustment.

The Department of Corrections will notify the City / Borough of Kodiak each fiscal year in May of the new rate that includes the price adjustment. The Department of Corrections will exercise a unilateral amendment to encumber the appropriate funds and recognize to new contract amount each fiscal year that includes the CPI and geographical differential increases and provide a copy to the City / Borough of Kodiak.

Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994
- F CPI & Geographical Differential Example

Appendix F
CPI & Geographical Difference Example

For the CPI adjustment in the contract, Department of Corrections (DOC) annually adjusts the contract amount on the initial base year amount. Then annually, DOC recalculates the CPI model to determine the contract increase (capped at 2% per annual period multiplied by the Department of Education and Early Development factor) Contract increase will be the lower of the CPI adjusted amount or the DOC capped amount.

Contract renewal date: July 1, 2014
 Price to be adjusted: \$500,000 annual contract
 Adjustment period: Annually
 CPI index to use: CPI-U All Urban Consumers, All Items, Anchorage area
 DOEED factor: 1.234
 Base index: January to June, 2012 - 205.215

First Adjustment Period (FY 2015):			
Current index: July to December 2013			208.500
Base index: January to June 2012			205.215
Subtract the Base index from the Current index	208.500 - 205.215	=	3.285
Divide the result by the Base index	3.285 / 205.215	=	0.0160
Multiply the result by 100 to obtain percentage	0.0160 x 100	=	1.60%
Multiply the price to be adjusted by the % increase	\$500,000.00 x 1.60%	=	\$ 8,000.00
Multiply the price increase by the appropriate District			
Cost Factor from AS 14.17.460	\$8,000 * 1.234		\$ 9,872.00
Add the price to be adjusted to the adjusted amount	\$500,000.00 + \$9,872	=	\$ 509,872.00
CPI adjusted amount			\$ 509,872.00 (A)
DOC capped amount			
Contract amount multiplied by capped increase	\$500,000 * 2%	=	\$ 10,000.00
Multiply the capped price increase by the appropriate District Cost Factor from AS 14.17.460	\$10,000 * 1.234	=	\$ 12,340.00
Add the capped price to base contract amount	\$500,000 + \$12,340	=	\$ 512,340.00 (B)
CONTRACT AMOUNT FOR THE FIRST ADJUSTMENT PERIOD	Lower of (A) or (B)		\$ 509,872.00

Contract renewal date: July 1, 2015
 Price to be adjusted: \$500,000 annual contract
 Adjustment period: Annually
 CPI index to use: CPI-U All Urban Consumers, All Items, Anchorage area
 DOEED factor: 1.234
 Base index: January to June, 2012 - 205.215

Second Adjustment Period (FY 2016):		
Current index: July to December 2014		213.300
Base index: January to June 2012		205.215
Subtract the Base index from the Current index	$213.300 - 205.215$	= 8.085
Divide the result by the Base index	$8.085 / 205.215$	= 0.0394
Multiply the result by 100 to obtain percentage	0.0394×100	= 3.94%
Multiply the price to be adjusted by the % increase	$\$500,000.00 \times 3.94\%$	= \$ 19,700.00
Multiply the price increase by the appropriate District		
Cost Factor from AS 14.17.460	$\$19,700 \times 1.234$	\$ 24,309.80
Add the price to be adjusted to the adjusted amount	$\$500,000.00 + \$24,310$	= \$ 524,310.00
CPI adjusted amount		\$ 524,310.00 (A)
DOC capped amount		
Contract amount multiplied by capped increase	$\$500,000 * (2\% * 2)$	= \$ 20,000.00
Multiply the capped price increase by the appropriate		
District Cost Factor from AS 14.17.460	$\$20,000 * 1.234$	= \$ 24,680.00
Add the capped price to base contract amount	$\$500,000 + \$24,680$	= \$ 524,680.00 (B)
CONTRACT AMOUNT FOR THE SECOND ADJUSTMENT PERIOD	Lower of (A) or (B)	\$ 524,310.00

It is important to note that with each price adjustment, the original CPI base index date range must be compared to the most current CPI index date range. Equally important is that DOC must always make the adjustment to the original contract amount. DOC does not adjust the contract amount that has been previously adjusted.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Date: June 27, 2013

Agenda Item: V. e. Authorization of Chamber of Commerce Economic Development Agreement

SUMMARY: The City contracts with the Kodiak Chamber of Commerce for economic development activities that benefit the community. The Chamber's Economic Development Specialist (EDS) position is funded by both the City and the Borough through similar contracts. The EDS duties include involvement in the Kodiak Fisheries Advisory Committee (KFAC), the organization and facilitation of the Kodiak Comprehensive Economic Development Strategy (CEDS) Committee, active involvement in the Southwest Alaska Municipal Conference, and work with the Kodiak Island Convention and Visitors Bureau. Staff recommends Council authorize the FY2014 Economic Development Agreement with the Kodiak Chamber of Commerce in the amount of \$45,000.

PREVIOUS COUNCIL ACTION: The Council has authorized the EDS agreements each year since 1995.

DISCUSSION: The City of Kodiak has participated in a community-based economic development program managed by the Kodiak Chamber of Commerce since 1995. Funding support from the City of Kodiak and the Kodiak Island Borough has been used to establish an economic development specialist position at the Chamber. This position provides the City and Borough governments, businesses, and organizations with economic development information and support. Examples of tasks identified in this agreement include meeting planning and reporting requirements established by the Federal Economic Development Administration, support for the Kodiak Comprehensive Economic Development Strategy Committee, facilitation of the Kodiak Fisheries Advisory Committee meetings and forwarding committee recommendations to the City Council and City Manager, and involvement in the regional economic development organization, the Southwest Alaska Municipal Conference.

During the past two years, Council members expressed the desire to refine the agreement's scope to reflect a more measurable and active role in local economic development activities. City and Chamber staff included these specific tasks in the FY2013 agreement, and they carry over in the proposed FY2014 agreement. The Council plans to continue the work on the agreement for this fiscal year. However, the agreement will be adopted so it does not expire, with additional or new tasks to be developed and appended to the agreement at a later time.

ALTERNATIVES:

1. Authorize the FY2014 agreement to continue the City's relationship with the Chamber of Commerce Economic Development Specialist, which is staff's recommendation.
2. Do not authorize the agreement for FY2014, which will reduce the City's voice in economic issues that are important to the community. It will also necessitate identification of a new facilitator of KFAC meetings.

FINANCIAL IMPLICATIONS: The FY2014 budget includes the agreement amount in the General Fund, Non-Departmental, Contributions account to pay for this agreement in the amount of \$45,000.

STAFF RECOMMENDATION: Staff recommends Council authorize the FY2014 Economic Development Program Agreement with the Kodiak Chamber of Commerce in the amount of \$45,000, with funds coming from the General Fund, Non-Departmental, Administration, Contributions account.

CITY MANAGER'S COMMENTS: The services provided by the Chamber's EDS position are important to Kodiak. Last year, I worked with the EDS specialist to revise the tasks in the agreement to align more closely with Council's request. The same list of tasks is carried over into this year's agreement. I recommend Council adopt the attached agreement prior to its expiration date. Then, Council members may choose to work with the Chamber to further refine the scope of work to include new or revised tasks in keeping with Council's direction.

ATTACHMENTS:

Attachment A: FY2014 Economic Development Program Agreement

PROPOSED MOTION:

Move to authorize the FY2014 Economic Development Agreement with the Kodiak Chamber of Commerce in the amount of \$45,000, with funds coming from the General Fund, Non-Departmental, Administration, Contributions account and authorize the Manager to sign the contract for the City.

**KODIAK CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the CITY OF KODIAK (hereinafter called “City”) and the KODIAK CHAMBER OF COMMERCE (hereinafter called “Chamber”) for the purpose of setting forth the terms and conditions pursuant to which the Chamber shall be contracted to provide economic development activities.

Section 1. INTENT OF AGREEMENT. The Chamber is hereby contracted to provide an economic development committee and a full time staff person to focus on economic development planning and project development in the City of Kodiak, as well as the Kodiak Island Borough.

Section 2. SCOPE OF WORK. The Chamber will provide a full-time staff person who will serve as staff to an economic development committee whose membership will be drawn from the Kodiak region with representatives from the City of Kodiak, Kodiak Island Borough, Kodiak rural communities, and commerce and industry representatives. The staff person will work with the development committee, as well as directly with City staff, to accomplish the following tasks:

- a. Facilitate meetings of the Kodiak Fisheries Advisory Committee and forward recommendations to the City Council and Manager.
- b. A minimum of four CEDS committee meetings will be scheduled during the term of this Agreement for the purpose of maintaining committee input and guiding the efforts of the Chamber. An activity report of all activities of the Chamber will be submitted to the City Manager following each meeting.
- c. Continue to work with the CEDS committee on implementing the Goals and Objectives as outlined in the CEDS Document.
- d. Work with local retailers to identify interested parties in order to develop a shop local campaign.
- e. Assist the City of Kodiak with project development/grant applications as identified by the City Council and Manager.
- f. Attend the annual Seattle Fish Expo to promote the City’s 600-ton boat lift facility and Kodiak businesses. The show attendance is a joint effort of the Harbormaster and Kodiak Chamber of Commerce.
- g. Active participation and involvement with Southwest Alaska Municipal Conference in their efforts to bring economic stability to the region.
- h. Work closely with the Kodiak College Advisory Council (through monthly meeting participation) and Kodiak Job Center to assist and promote programs and activities, specifically related with employment, workforce development and job training.
- i. Work with the key business, government and non-profit leaders to organize an economic development summit to identify key barriers, benefits and needs of Kodiak’s business community in order to strengthen their role in Kodiak’s economy. The follow up surveys could be used to quantify the common

challenges, needs and perceptions. The summit and survey outcome will be presented to the City of Kodiak and Kodiak Island Borough.

- j. Establish a work group formed by Kodiak key business and government leaders to identify what is needed to solve the community's housing shortage and work to promote the solutions identified. The outcome will be used to write a comprehensive housing report.
- k. Create a "COMMERCIAL FISHING LOAN PROGRAM" page on Chamber's new website that links to appropriate information on State's website.
- l. Create a "STARTING A BUSINESS IN KODIAK" page on Chamber's new website that links to appropriate information.
- m. Economic Development Specialist to work as a conduit between the Kodiak Seafood and Marine Science Center staff and local seafood processors to facilitate regular communication and to identify and meet plant needs.

Section 3. TERM. This agreement will remain in effect July 1, 2013, through June 30, 2014, unless earlier terminated. Either party shall have the right to terminate the agreement without penalty upon one month's written notice to the other.

Section 4. COMPENSATION. As compensation for all services rendered under this agreement, Chamber shall be paid \$45,000 by the City of Kodiak. Said compensation shall be paid in equal installments of \$11,250 on the second Friday of July and October 2013, and January and April 2014.

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of _____ 2013.

CITY OF KODIAK

CHAMBER OF COMMERCE

Aimée Kniazowski, City Manager

Trevor Brown, Executive Director

Attest:

Witness:

Debra L. Marlar, City Clerk

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager and Marty Owen, Harbormaster

Date: June 27, 2013

Agenda Item: V. f. Authorization of Extension of Office Use Agreement With the Maritime Museum

SUMMARY: The City Council has provided office space at the St. Herman Harbor support building to the Kodiak Maritime Museum at no cost since 2002. The same office space is shared with Harbor staff who work in St. Herman Harbor. Additionally, the building houses the St. Herman Harbor maintenance shop and public restrooms. Extension of this office use agreement through June 2014 has been requested by the Museum. Staff recommends Council approve the requested FY2014 lease extension and authorize the City Manager to sign document for the City.

PREVIOUS COUNCIL ACTION: Council has approved office use agreements with the Maritime Museum since 2002.

DISCUSSION: The City Council has approved the lease of office space in the St. Herman Harbor support building by the Kodiak Maritime Museum since 2002. The Museum has requested an extension to the agreement for one year for the use of the space. Neither the City nor the Maritime Museum is proposing a change in terms or conditions of the agreement. It should be noted that use of the building by the Maritime Museum is not the only use. In addition to the office space, which is shared with harbor staff working in St. Herman Harbor, the building also contains public restrooms and the Harbor's maintenance shop for St. Herman Harbor.

ALTERNATIVES:

- 1) Approve the lease extension and authorize the City Manager to sign the document on behalf of the City, which is staff's recommendation.
- 2) Do not authorize the lease extension, which would require the Museum to find another facility.

STAFF RECOMMENDATION: Staff recommends Council authorize the Kodiak Maritime Museum's request to renew their office use agreement for FY2014 for the use of office space in the St. Herman Harbor support building.

CITY MANAGER'S COMMENTS: The City has provided a no-cost use of office space in the St. Herman Harbor building to the Maritime Museum since 2002. The Museum has made regular requests for extensions to the lease agreement, and Council has approved the extensions on a year-to-year basis

since 2004. I support the Museum's request for an extension to the agreement for FY2014, especially since the Harbor Department is willing to share the office space and does not require exclusive use of it.

ATTACHMENTS:

Attachment A: FY2014 Lease Extension Agreement

Attachment B: Kodiak Maritime Museum request for extension, dated June 4, 2013

PROPOSED MOTION:

Move to authorize the FY2014 Office Use Lease Extension Agreement with the Kodiak Maritime Museum and authorize the City Manager to sign the agreement on behalf of the City.

**LEASE EXTENSION AGREEMENT
CITY OF KODIAK AND KODIAK MARITIME MUSEUM**

THIS LEASE, initially made the 10th day of May 2002, by and between the CITY OF KODIAK, an Alaska municipal corporation, herein referred to as “Lessor,” and Kodiak Maritime Museum, herein referred to as “Lessee,” provides as follows:

1. Leased Premises. Upon the terms and conditions herein set forth and subject to the prompt payment and performance by Lessee of each and every sum and other obligation herein-after referred to, the Lessor does hereby lease, let, and demise to the Lessee, and the Lessee does hereby lease from the Lessor the following described premises: St. Herman Harbor Office space at 500 Alimaq Drive (formerly Dog Salmon Bay Road) comprising approximately 200 square feet. The leased premises is hereinafter referred to as the “Site.”

2. Term. This Lease shall be extended and continue in effect from July 1, 2013, through June 30, 2014, provided, however, that either party shall have the right to cancel this Lease upon thirty (30) days written notice in advance of the date of such cancellation, such notice to be by certified mail sent to the usual mailing address of the party to be notified.

3. Rental. Lessor agrees to provide the space at no cost.

4. Conditions of Lease. The premises shall be used solely as an office for the Kodiak Maritime Museum

5. Improvements. Lessee is not authorized to make any structural improvements to the Site without the written consent of the Lessor.

6. Maintenance. Except as otherwise specifically provided herein, the Lessee shall, at all times and at its sole expense, keep and maintain the premises in good repair, and in neat, orderly, and sightly condition.

7. Insurance. (a) Workers’ Compensation Insurance. The Lessee shall maintain Workers’ Compensation insurance, if applicable, which shall contain an express waiver of any right of subrogation against City.

(b) Public Liability Insurance. The Lessee shall maintain Public Liability Insurance with a minimum of \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(c) Additional Insured. The following shall be listed as Additional Insureds: “The City of Kodiak, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the City of Kodiak and not contributing with any other insurance or similar protection available to the City of Kodiak, whether other available coverage be primary, contributing, or excess.”

(d) Indemnification. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless the City of Kodiak, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs

and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this Lease.

(e) Notice of Cancellation Required. Sixty (60) days Notice of Cancellation or Change, Non-Renewal, Reduction and/or Materials Change shall be sent to: City Clerk, 710 Mill Bay Road, Kodiak, AK 99615.

(f) Evidence of Coverage Required. Lessee shall provide to the City of Kodiak at the time that the lease is presented to the City for execution, certificates of insurance acceptable to the City of Kodiak as listed below:

One (1) copy of Certificate of Public Liability Insurance

One (1) copy of Workers' Compensation Insurance

(g) Continuation of Coverage. If the above coverage expires during the term of this Lease, Lessee shall deliver renewal certificates and/or policies to the City of Kodiak at least ten (10) days prior to the expiration date. Lessee shall not commence with operations under this agreement until they have obtained the coverage required under the terms of this agreement. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Kodiak. If Lessee fails to comply with the insurance requirements of this agreement, the City of Kodiak may terminate the agreement on ten (10) day's written notice. Lessee covenants to maintain all insurance policies required in this agreement for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations. The coverage required by this agreement shall cover all claims arising in connection with Lessee's use under this agreement, whether or not asserted during the term of this agreement and even though judicial proceedings may not be commenced until after this agreement expires.

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

9. Assignment and Subleasing. Lessee may not assign or sublease the premises, either in whole or in any portion, without prior written permission signed by the city manager and approved by the council. Approved subleases shall be in writing and subject to the terms and conditions of the original lease.

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

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

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

CITY OF KODIAK

LESSEE

Aimée Kniazowski, City Manager

Attest:

Witness:

Debra L. Marlar, City Clerk



KODIAK MARITIME MUSEUM

PO Box 1876 Kodiak, AK 99615
907-486-0384
info@kodiakmaritimemuseum.org www.kodiakmaritimemuseum.org

June 4, 2013

Mayor Pat Branson
Kodiak City Council
P.O. Box 1397
Kodiak, AK 99615

Re: Kodiak Maritime Museum Office Lease

Dear Mayor Branson and City Council Members:

The Kodiak Maritime Museum greatly appreciates the City Council's continued support of our museum through the in-kind granting of city-owned office space in the St. Herman Harbor building on Alimaq Drive on Near Island.

The use of this office space is essential to the museum as we work to recognize, preserve, and interpret Kodiak's maritime heritage. Your generosity is an example of the high degree of local support which non-profit entities such as Kodiak Maritime Museum receive from the City. We would not be able to operate without this office space.

We have made good use of this office space this year, most notably through our progress in moving the *Thelma C* Project forward, as well as our ongoing oral history program and photo portraits of King Crab era people and other programs.

We therefore request an extension of our office lease through the 2014 fiscal year.

Sincerely,

Toby Sullivan
Director

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager and Debra Marlar, City Clerk
Date: June 27, 2013

Agenda Item: V. g. Advisory Board Appointments

SUMMARY: One position became vacant on the Parks and Recreation Advisory Board when Charlie Powers was hired as the Parks and Recreation Director. Additionally, as provided in their bylaws, the Port and Harbors Advisory Board (PHAB) has requested that the Council declare the PHAB Alternate No. 2 seat, presently held by John Lyman, vacant because Mr. Lyman has missed more than three consecutive meetings since his appointment. The Council has the authority to declare advisory board seats vacant, and appointments to most of the City's advisory boards are made by the Mayor and confirmed by the Council.

The Clerk advertised for vacant City advisory board seats. Two people submitted applications. Amy Fogle, who is presently appointed to the Alternate No. 2 seat on the Parks and Recreation Advisory Board, applied for appointment to the open regular seat formerly held by Charlie Powers. Edwin Cross applied for the alternate seat on the PHAB, which the Council is requested to declare vacant. The term for both open seats expires at the end of December 2013.

PREVIOUS COUNCIL ACTION: The Mayor has appointed and the Council has confirmed various appointments to this board as openings occur and applicants become available.

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

{Mayor Branson will make her appointment}

Parks and Recreation Advisory Board Open Seat

1 vacant regular seat ending December 31, 2013

Applicant: Amy Fogle

Port and Harbors Advisory Board Seat

If declared vacant by the Council, 1 alternate No. 2 seat ending December 31, 2013

Applicant: Edwin B. Cross Jr.

ATTACHMENTS:

Attachment A: Advisory Board Applications

Attachment B: Parks and Recreation and Port and Harbors Advisory Boards Member Lists

Attachment C: PHAB Memo and May 14, 2013, Draft Minutes

PROPOSED MOTION:

Move to declare the Port and Harbors Advisory Board Alternate No. 2 seat vacant and confirm the Mayoral advisory board appointments to the Parks and Recreation and Port and Harbors Advisory Boards as stated.



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



Amy Fogle **ADVISORY BOARD APPLICATION**

NAME

486-3525 539-2535 486-3250

philfogle@hotmail.com

HOME TELEPHONE WORK TELEPHONE FAX

1136 Wolkoff Lane

RESIDENCE (STREET) ADDRESS

MAILING ADDRESS

18 years

LENGTH OF RESIDENCE IN KODIAK

20 years
LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak?
Do you own property in the City of Kodiak?

Yes No
Yes No

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

Kodiak Parks & Rec

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

Education degree
Coach at high school
Youth coach, all activities
Parent

Community Activities: Youth Activities,
all, City league Basketball,
Triathlon

Professional Activities:
Stay at home mom & wife

Amy Fogle
Signature

5/16/13
Date

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



Advisory Board Application Form

Edwin B Cross Jr.

NAME

208-866-7429

HOME TELEPHONE

WORK TELEPHONE

FAX

juniorcross20@gmail.com

EMAIL

525 Maple #B

RESIDENCE (STREET) ADDRESS

P.O. Box 8755

KODIAK, AK 99615

MAILING ADDRESS

13 years

LENGTH OF RESIDENCE IN KODIAK

16 years

LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in Kodiak? YES NO

Do you own property in Kodiak? YES NO

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

Port and Harbors
Advisory Board

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

50 years, Fish Boat
captain Alaska, Pacific
Ocean N + S, Caribbean,
Entire Gulf Coast of Mexico,
Atlantic Coast South of Chesapeake

Community Activities:

Professional Activities:

Negotiated Original
Korean Joint Venture

Edwin B Cross Jr

SIGNATURE

5-30-13

DATE



Office of the City Clerk

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

PARKS AND RECREATION ADVISORY BOARD

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

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS	City/KIB
2013	Vacant					
2013	Marcus Dunbar mdunbar01@kibsd.org	486-0809	481-2214		1477 Selief Lane	C
2013	Natasha Hayden nhayden@dowlhkm.com	486-5922	512-0519		305 Neva Way	B
2013	Derrick Magnuson dmagnuson72@hotmail.com derrick.j.magnuson@uscg.mil	486-5771	487-5615		217 Murphy Way	C
2015	Helm Johnson helm@rideakimbo.com	539-5014	539-5014	866-510-1563	PO Box 261	C
2015	Jim Willis jawdawg@gci.net James.B.Willis@uscg.mil	486-3678	487-5391	487-5275	1516 Ismailov St.	C
2015	John Butler jbjhs@ptialaska.net	486-4604	486-3706	486-2497	PO Box 2610	C
2013 Alternate 1	Ryan Murdock boneyardsurfing@gmail.com		486-2316		3272 Mill Bay Rd.	N/A
2013 Alternate 2	Amy Fogle philfogle@hotmail.com	486-3525	539-2535	486-3250	1136 Wolkoff Lane	N/A
2013 USCG	Andrew Brown andrew.s.brown@uscg.mil	520-2012	487-5320 x. 202	487-5334	606 Lookout Dr.	N/A
Student	VACANT					

Regular terms expire December 31 (three-year terms)

Alternate terms expire December 31 (one-year terms)

USCG term set at appointment

Student term set at appointment

Legislation

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

Appointments

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



Office of the City Clerk

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

PORT AND HARBORS ADVISORY BOARD

Seven regular seats, two alternates, and one student seat

Effective January 1, 2013

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS
2015	Tim Abena timabena@aol.com	486-3290	360 957-3200	486-3290	3103 Mill Bay Road
2015	Oliver Holm chicken@gci.net	486-6957	486-6957	N/A	P.O. Box 8749
2013	Stosh Anderson stosh_a@hotmail.com	486-3673	654-3674	N/A	P.O. Box 310
2013	Ralph (Skip) Bolton skip2@gci.net	486-4099	317-8660	486-2030	P.O. Box 2852
2014	Anne Kalcic boatlift@alaska.com	486-5824	486-5824	486-5824	P.O. Box 2085
2014	Stormy Stutes stutes@gci.net	486-8757	942-2121	486-8709	2230 Monashka Way
2014	Nick Szabo herschel@gci.net	486-3853	486-3853	486-3853	P.O. Box 1633
2013 Alternate 1	David Jentry dwjentry@gci.net	486-5205	486-5205	486-5243	P.O. Box 3128
2013 Alternate 2	John Lyman northernwelding@yahoo.com	486-8217	942-2532		1510 Mission Rd.
Student (ex-officio)	VACANT				

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

Legislation

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

Appointments

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



Port and Harbor Advisory Board News

To: Mayor Branson and Kodiak City Councilmembers
 From: Nick Szabo, Chairman, Port and Harbor Advisory Board
 Date: May 14, 2013
 Re: **Port and Harbor Advisory Board Recommendations**

The Port and Harbor Advisory Board met May 14, 2013. Below is a synopsis of the discussion and motions. Official minutes will follow in due course.

Seat Vacancy

- John Lyman, currently occupies alternate position 2, on the PHAB.
- He has attended no meetings since his appointment Jan 1, 2013.
- PHAB bylaws, Section 7, states: "three consecutive unexcused absences will require that the board recommend the City Council declare the position vacant."
- **Motion:** John Lyman has missed more than three consecutive meetings since appointment. Recommend the position be declared vacant and the City solicit applicants to fill Lyman's unexpired term.

Harbor Electric Utility

- Inter-fund charges are a growing percentage of the Harbor Electrical Utility enterprise fund.
- **Motion:** That the City investigates the feasibility of applying KEA's capital credits against the harbor utility fund's inter-fund charges.

Inter-fund Charges

- Inter-fund charges are an ever-increasing percentage of the Harbor department's budget.
- The rationale for allocation of inter-fund charges has not been shared with the PHAB.
- **Motion:** Recommend that the City Council authorize an independent study to determine a fair allocation of inter-fund charges to enterprise funds.

Dedicated Sales Tax Revenues

- A portion of the City's sales tax revenue is currently appropriated for harbor capital projects.
- The sales tax allocation expires Dec 31, 2013
- **Motion:** Recommend that the sales tax appropriation for harbor capital projects be renewed and that the PHAB be notified of the annual public hearing to discuss dedicated sales tax revenue distribution.

MINUTES
Kodiak Port and Harbor Advisory Board
Tuesday May 14, 2013
Fisherman's Hall

I. MEETING CALLED TO ORDER

Chairman Nick Szabo called the meeting to order at 12:02 p.m. Board members Dave Jentry, Tim Abena and Skip Bolton and Stosh Anderson were present and constituted a quorum. Stormy Stutes, Anne Kalcic, Oliver Holm, Stormy Stutes and John Lyman were not in attendance. Staff members present were Harbormaster Marty Owen, Deputy Harbormaster Lon White and Harbor Administrative Assistant Judy Mullican.

II. Previous Minutes

Abena **MOVED**, to approve the minutes of the March 12, 2013. The motion passed all in favor.

III. Persons to be heard

Harbormaster Owen introduced Erin Jessup the new civilian vessel inspector and MST 2 Guy Hughey both with the USCG Marine Safety Detachment Office.

IV. Approval of Agenda

Bolton **MOVED**, to approve the agenda of the May 14, 2013 regular meeting. The motion passed all in favor.

V. Unfinished Business—Shipyard Rates

Harbormaster Owen advised members that the new shipyards rates are now in effect. He advised council approved the first year increase of 20% and not the 20% over the next three years as recommended to council.

Member Abena inquired if more vessels would be using the yard if more space was available. Deputy Harbormaster White commented the shipyard has been busy and at least two more spaces would be nice. He advised one problem is vessels are not scheduling far enough in advance to know future projections. White did add there have not been any complaints from users about the new increased rates.

VI. New Business

Request the termination of PHAB member seat

Szabo addressed members referencing attendance in Section 7 of PHAB bylaws. He noted that John Lyman has yet to attend a meeting and a similar situation occurred last year with member Lloyd. Members discussed the PHAB's bylaws on unexcused absences.

Motion: Abena **MOVED**, to recommend to City Council that John Lyman be vacated from the PHAB for more than three unexcused absences.

A brief discussion over the importance of a aboard that have active members to attend meetings.

Roll call yes votes Jentry, Anderson, Bolton, Abena and Szabo, the motion and it passed 5/0. Discussion recommendation to vacate seats for unexcused absences: members were in agreement that attendance is important. Szabo inquired as to Kalcic's absences he was informed she has notified the board of family matters.

VIII. Harbormaster Update

Harbormaster Owen informed members that dredging operations will commence in mid-June beginning with surveys of the entrances and the actual dredging will start mid-July.

SPH will be deepened and widened, no blasting is expected. He asked members to get the word out that entrance to and from SPH will have interim delays. SHH dredging will take place to the north entrance to SHH and blasting is most likely expected. Owen added the beacon will most likely be moved closer to the beach. The south entrance to SHH only requires to have rock scooped.

Owen advised members Western Marine Construction is contracted to install the new Petro Marine Services dock and that they will be leasing 300' of the linear side of N float. He added that approximately 30' will be removed from the channel transient float as it has been encroaching on PMS property. He added PMS has been encroaching on City property on the south side.

Owen informed members that CTF is in need of repair and it fortunately is in the Tier one grant funding. He added although he has yet to apply for a grant he will be working on a plan this coming winter.

Member Anderson commented that the City should find out what is going to be done with the old PMS dock. White concurred from the operational side if it were obtained, the old docks many uses were discussed.

Owen discussed Pier 3; he advised the geo-tech study is complete and the rock beneath the mud line is deeper than expected. Because of the study, he is unsure if the dock will be sheet pile or pile dock. Owen added Horizon lines has agreed to pay for a new crane, the old crane is currently included in their current lease with the City. Owen commented pier construction is contingent on the design of the new crane. He advised the type of crane decided may impact KEA do to the amount of mega wattage required to run it. Member Anderson believed KEA has already been working with Horizon.

Owen presented members with enterprise fund handouts. He noted the harbor electric utility fund will have an increase of 46% in inter-fund charges and this expense could mean a three cent increase per kilowatt charged to customers. Member Anderson informed Owen that the City still withholds capital credits earned from KEA and didn't believe rates should be increased to cover this charge. Owen advised he would look into this matter as he had in the past.

This led to a discussion concerning capital credits, rate increases and inter-fund charges. Member Abena requested a fair split of the harbor's inter-fund charges and commented a study needed to be done. The importance of a study was discussed. Szabo advised that if money from inter-funds doesn't take place, then taxes City wide will need to be increased.

Motion: Abena **MOVED**, that the City Council have a study to look into enterprise inter-fund charges.

The motion was discussed and Abena commented a need for an "independent study" however; the motion had already been seconded.

Amended Motion: Abena **MOVED**, that the City Council have a independent study done to look into enterprise inter-fund charges

Discussion, Abena stated the importance of the study to be independent. Anderson,commented an independent study could come out of harbor funds. Roll call on **amended motion** Bolton, Jentry, Abena and Szabo voted in favor of the motion Anderson voted yes. The motion passed 4-1.

Roll call on the initial **motion** Bolton, Jentry, Abena and Szabo voted in favor of the motion Anderson voted yes. The motion passed 4-1.

Members discussed the importance of sales tax contributions from the City to the harbor and commented the contributions will be expiring soon. This led to the following motion.

Motion: Anderson **MOVED**, that the City Council renew sales tax contributions to the harbor.

Discussion the appropriated tax revenue is necessary to help pay for capital projects. Owen advised he will notify the PHAB of the public hearing to discuss dedicated sales tax revenues.

Roll call on the **motion** Bolton, Jentry, Abena, Anderson and Szabo voted in favor of the motion. The motion passed. Owen advised he will pass this request on the City Manager.

IX. Audience Comments

None

X. Member Comments

Dave Jentry would like council to reinstate the one-million dollar tax cap to the harbor.

Tim Abena would have liked the auditor's presentation on April 9th to have been more helpful.

IX. Date of the Next Meeting

The next meeting is scheduled for a date to be determined in September.

X. Adjournment

Jentry **MOVED**, Anderson **SECONDED**, to adjourn the meeting. The motion passed. Chairman Nick Szabo adjourned the meeting at 1:53 p.m.

Respectfully submitted,

Nick Szabo Chairman for Ann Kalcic Secretary

Date: _____