

City of Kodiak Regular Council Meeting Agenda for October 10, 2013
6 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 September 26, 2013, Regular Council Meeting	1
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IV. Unfinished Business	
None	
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b. Authorization to Cancel the November Regular Meetings and Authorize the City Manager to Schedule a Special Meeting, if Needed	34
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b. City Clerk	
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VIII. Council Comments	
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X. Oath of Office to Re-elected Officials.....	40
XI. Adjournment	

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, SEPTEMBER 26, 2013
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

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

After the Pledge of Allegiance, Salvation Army Sergeant Major Dave Blacketer gave the invocation.

II. PREVIOUS MINUTES

Councilmember Haines MOVED to approve the minutes of the September 5, 2013, special meeting and the September 12, 2013, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Proclamation: Fire Prevention Week

Councilmember Bishop read the proclamation, which urges all citizens to check their kitchens for fire hazards, to always use safe cooking practices, and to support the many public safety activities and efforts of Kodiak's fire and emergency services. Fire Chief Rome Kamai accepted the proclamation.

b. Public Comments

Judi Kidder voiced her opinion regarding City sales tax charged by her ACS service provider. She requested that the City develop a form for citizens to claim a refund on the sales tax collected by ACS.

IV. UNFINISHED BUSINESS

None

V. NEW BUSINESS

a. Resolution No. 2013-28, Naming Election Workers for the October 1, 2013, Regular Municipal Election

Mayor Branson read Resolution No. 2013–28 by title, which names election workers and canvass board members for the October 1, 2013, regular municipal election.

Councilmember Davidson MOVED to adopt Resolution No. 2013–28.

Councilmember Haines read the names of the election workers as follows:

Precinct No. 820 (Kodiak No. 1) located at the Harbormaster Building: Merle Powell, Chair and Sandy Peotter, Co-chair; and Margaret Bosworth, Yvonne Boudreau, Cecelia Esparza, Angelito Llave, Ellen Lester, Barbara Marconi, and Gretchen Saupe as Judges.

Precinct No. 825 (Kodiak No. 2) located at the Teen Center: Esther Waddell, Chair and Richard Waddell, Co-Chair; and George Cusick, Ella Delos Santos, Heather Fincher, Gail Gainer, Marites Medina, Nita Nicolas, Patilou Peralta, and Helen Williams as Judges.

Receiving Board: Cathy Cordry, Mary Forbes, Marya Nault, and Susan Norton.

Canvass Board: Dick Ross, Gabriel Saravia, Michelle Shuravloff-Nelson, and Pat Szabo.

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

b. Authorization of an Upgrade of the Stencil Multimedia Logging Recorder System

The Kodiak Police Department (KPD) Public Safety Answering Point (PSAP) relies on a Stencil Multimedia Logging Recorder System to record emergency and non-emergency telephone calls and radio traffic received at the PSAP. Due to a high volume of calls and radio traffic received, the current system is frequently overwhelmed and unable to make recordings. The proposed upgrades would increase the capability of handling the volume of calls and radio traffic received at the PSAP.

Councilmember Haines MOVED to authorize an upgrade of the Stencil Multimedia Logging Recorder System by WesTek Marketing in the amount of \$30,794, with funds coming from the Police Department Capital Improvements Fund and authorize the City Manager to execute the necessary documents.

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

c. Authorization of Amendment No. 2 to Professional Services Agreement for Project Management for New Library, Project No. 6012

The library project will be complete in a few weeks. Throughout the construction process, the City has relied heavily on the professional services provided by ARCADIS (formerly RISE Alaska). This amendment will increase their fees by an additional \$29,945 to manage and facilitate the move from the old library to the new facility.

Councilmember Bishop MOVED to authorize contract amendment No. 2 to ARCADIS for Library Activation Services for the library project in the amount of \$29,945, with funds coming from the Building Improvement Fund, New Library Construction Project, Project No. 6012 and authorize the City Manager to sign the documents on behalf of the City.

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

VI. STAFF REPORTS

a. City Manager

Manager Kniaziowski reported on a recent trip to four composting sites in Washington and Idaho with Todd Williams, CH2MHill; Peter Olsen, Quayanna Development Corp; City Engineer Glenn Melvin and Councilmembers Davidson and Haines. She said she appreciated the attendance of the Councilmembers during these site visits.

Manager Kniaziowski thanked Harbor Administrative Assistant Becky Beatty and Chief of Police T.C. Kamai for their service to the City. She said she will miss T.C.'s calm and professional demeanor and Becky's friendliness at the Harbor, and she wished them luck in their future endeavors.

She announced the grand opening for the Kodiak Public Library will be on December 9, 2013. She said the old library will close on October 17, 2013.

Manager Kniaziowski reported on staff and Councilmember attendance at a Solid Waste Advisory Board meeting and Monashka Service Area Board meeting where they discussed composting.

Manager Kniaziowski said she will prepare a presentation on biosolids for the October 8, 2013, work session. She announced that the regular meeting on October 10, 2013, will begin at 6 p.m., and the earlier starting time will enable the Mayor and Councilmembers to attend the Kodiak Island Borough Assembly meeting later that night where the long-term license agreement for class A composting will be discussed.

City Engineer Glenn Melvin gave an overview of the inspection results for the Kodiak Public Library.

Manager Kniaziowski gave several project updates. She said the Shelikof pedestrian pathway project is 99 percent complete; the Aleutian homes phase V project is 95 percent complete; the Monashka Bay pumphouse feasibility report is complete and the design recommendation will occur in October; the Pier I (ferry dock) design by the Alaska Department of Transportation is 95 percent complete; the channel dredging is near completion; and the shipyard is full.

b. City Clerk

City Clerk Marljar said the municipal election is October 1, 2013, from 7 a.m. until 8 p.m. She urged citizens to vote. She said the two precincts to vote for City elections are the Teen Center and at Fisherman's Hall. She said she appreciated the recognition of the election workers.

City Clerk Marljar informed the public of the next scheduled Council work session and regular meeting. She reiterated the regular meeting on October 10, 2013, will begin at 6 p.m.

VII. MAYOR’S COMMENTS

Mayor Branson announced that the Library Capital Campaign fund has hit the target of \$750,000 ahead of schedule. She thanked everyone for their donations and emphasized this was truly a community-wide effort.

She indicated that she received an email from Commissioner Patrick Kemp, Department of Transportation stating the Tustumena should be back in the water and resume service by October 20, 2013.

Mayor Branson shared that the Downtown Kodiak Revitalization Special Committee meeting was held on September 23, 2013, and has accumulated over 20 volunteers. She said the committee has formed three sub-committees: economic development, beautification and public space improvements, and social issues and public safety. She stated that the sub-committees will be meeting in October, and these meetings will be published and are open to the public.

She said there was a Housing Task Force meeting last week that facilitated good discussion with the Natives of Kodiak, USCG, developers and real estate agents.

Mayor Branson announced that the Kodiak Island Borough will celebrate their 50th Anniversary this Saturday from 3:30 p.m. to 5 p.m. at the Convention Center.

Mayor Branson thanked Councilmembers Haines and Davidson for touring the composting facility sites. She thanked Chief of Police T.C. Kamai and Harbor Administrative Assistant Becky Beatty for their years of service to the City, and she thanked the election workers for volunteering their time and service.

VIII. COUNCIL COMMENTS

Councilmember Bishop had no comments.

Councilmember Saravia thanked the audience for attending and participating during the meeting. He said the fishing season is slow at this time. He thanked Chief of Police T.C. Kamai for his 25 years of service and Harbor Administrative Assistant Becky Beatty for her service.

Councilmember Walker extended best wishes to Chief of Police T.C. Kamai and Harbor Administrative Assistant Becky Beatty and thanked them for their service. He asked the public to remember that Kodiak is losing daylight and to be cautious of children arriving and leaving school. He complimented the Baranof Park improvements; he said the bleachers looked great. He encouraged everyone to vote in the elections on Tuesday.

Councilmember Haines thanked Juddi Kidder for attending the meeting and making comments. He thanked Chief of Police T.C. Kamai and stated he is “one of a kind” and will be hard to replace. He thanked Harbor Administrative Assistant Becky Beatty for her service. He explained in

detail the options for biosolids that he viewed during the composting facility site visits. He said viewing the operations and the product was very useful. He expressed his appreciation for the City’s pursuit to use composting to reduce the financial burden to the citizens.

Councilmember Davidson encouraged everyone to vote in the elections. He thanked the Rasmus- sen Foundation, Legislature, volunteers, and donators for the Kodiak Public Library. He said the composting site in Coeur d’Alene, Idaho, was impressive and has 25 years of experience. He emphasized that the City will take the necessary steps and processes to make sure all permits are met when a composting facility for Kodiak is established.

IX. AUDIENCE COMMENTS

Juddi Kidder expressed her concern about composting.

X. ADJOURNMENT

Councilmember Davidson **MOVED** to adjourn the meeting.

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

The meeting adjourned at 8:16 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

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PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: October 10, 2013

Agenda Item: III. a. Proclamation: Applauding the United States Coast Guard Presence in Kodiak

SUMMARY: This proclamation urges all citizens to recognize our Coast Guard community for their individual and collective efforts in making Kodiak and all the navigable waters of Alaska a safer and better place to live, work, and play.

ATTACHMENTS:

Attachment A: Proclamation: Applauding the United States Coast Guard Presence in Kodiak

PROCLAMATION

Applauding the United States Coast Guard Presence in Kodiak

WHEREAS, the citizens of Kodiak wish to acknowledge and honor the men and women of the United States Coast Guard; and

WHEREAS, members of the Coast Guard are our friends and neighbors who contribute their time and talents to the well-being of our community; and

WHEREAS, we are deeply grateful to the men and women of the Coast Guard, and their families, for their sacrifices and devotion to duty, which preserve the safety of our country, our State, our fishermen, and the boating public; and

WHEREAS, the Kodiak community will gather on October 19, 2013, in a celebration to honor and thank all members of the Coast Guard and their families.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, Alaska, do hereby proclaim October 19, 2013, as

Coast Guard Appreciation Day

in Kodiak and urge Kodiak residents to recognize our Coast Guard community for their individual and collective efforts in making Kodiak and all the navigable waters of Alaska a safer and better place to live, work, and play. To the men and women of the United States Coast Guard—WE APPLAUD YOU.

Dated this 10th day of October 2013.

City of Kodiak

Pat Branson, Mayor

MEMORANDUM TO COUNCIL

Date: October 10, 2013

Agenda Item: III. b. Proclamation: Domestic Violence Awareness Month

SUMMARY: This proclamation urges all citizens to actively support and participate in the ongoing programs designed to reduce and eventually eliminate violence as a social problem.

ATTACHMENTS:

Attachment A: Proclamation: Domestic Violence Awareness Month

PROCLAMATION

Declaring Domestic Violence Awareness Month October 2013

WHEREAS, historically, women have been and continue to be victims of violence in their own homes, with a women assaulted or beaten every 9 seconds; and

WHEREAS, the problems of family violence are not confined to any group or groups of people but affect all economic, racial, affectional preference, and social groups; and

WHEREAS, domestic violence can result in the emotional damage, physical harm, or death to members of the family unit, and statistics show that every day in the U.S., more than three women are murdered by their boyfriends or husbands; and

WHEREAS, during October 2013 the Kodiak Women's Resource and Crisis Center is sponsoring Domestic Violence Awareness Month activities to focus attention on battered women and their children and to promote support of shelter and programs that serve them.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, Alaska, do hereby proclaim the month of October 2013 as

Domestic Violence Awareness Month

in Kodiak and encourage all citizens of Kodiak to actively support and participate in the ongoing programs designed to reduce and eventually eliminate violence as a social problem.

Dated this 10th day of October 2013.

City of Kodiak

Pat Branson, Mayor

MEMORANDUM TO COUNCIL

Date: October 10, 2013

Agenda Item: III. c. **Proclamation: Declaring Filipino American History Month**

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

ATTACHMENTS:

Attachment A: Proclamation: Declaring Filipino American History Month

PROCLAMATION

Declaring Filipino American History Month

WHEREAS, Filipino presence in the United States has been documented back to 1587; and

WHEREAS, the Filipino American National Historical Society continues to promote the study of Filipino American history and culture; and

WHEREAS, Filipino Americans play an important role in the history of Kodiak; and

WHEREAS, positive role models are important in teaching Filipino American youth the importance of cultural education, ethnicity, and the values of their legacy; and

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

NOW THEREFORE I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim October 2013, as

Filipino American History Month

in Kodiak and urge all citizens to celebrate the rich history and contributions of Filipino Americans in Kodiak.

Dated this 10th day of October 2013.

City of Kodiak

Pat Branson, Mayor

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Thru: Marty Owen, Harbormaster

Date: October 10, 2013

Agenda Item: V. a. **First Reading, Ordinance 1312, Authorizing the City to Enter Into a Memorandum of Agreement with the State of Alaska, Department of Transportation and Public Facilities Regarding the Kodiak Ferry Terminal and Dock Improvements**

SUMMARY: Several years ago Congress authorized funding for the planning, design and construction of an Alaska Marine Highway System (AMHS) terminal in Kodiak. The dock will be a component of the National Highway System. The State Department of Transportation and Public Facilities (DOT&PF) is responsible for planning design and construction of a new dock at Pier I. Engineering is essentially complete. City staff was included and consulted in all aspects the planning. Construction is anticipated for 2014 and is estimated to cost \$14.3 million. When complete, the dock becomes the property of the City of Kodiak. DOT&PF requires the City to enter into a memorandum of agreement (Attachment B), which covers the terms, scope, design, construction, ownership, right-of-way, operations, and maintenance obligations for the life of the facility – about 30 years. DOT&PF asserts that the City Council must approve the MOA before the State will award construction contracts. Staff recommends that Council authorize the MOA and requests that Council advance Ordinance No. 1312 to second reading and public hearing at the next regular or special Council meeting.

PREVIOUS COUNCIL ACTION: Following the City's visit to Juneau in the spring of 2011 to discuss the new ferry terminal project, DOT personnel came to Kodiak on several occasions in 2011 and 2012 to discuss the project, funding availability, the preferred location of the new facility location, and presented conceptual drawings for discussion. Council made the recommendation that the upgrade or replacement of Pier I was the best and most affordable solution in 2012, and DOT started work on the design of a replacement dock for Pier I in 2013.

DISCUSSION: The old timber pile dock is aging and is in need of replacement. This project will demolish the existing timber dock and replace it with a similarly configured, concrete decked modern dock with additional staging area. Staff believes this is the best design possible considering the limitations of the site, and DOT agrees. The improvements include a steel substructure, concrete decking, sheet pile retaining wall abutments, vessel fendering and mooring systems, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems (Attachment C). Upon

project completion, DOT&PF will transfer dock ownership to the City. The uplands and submerged land already belong to the City.

The City–owned terminal building, currently occupied by the Chamber of Commerce, Discover Kodiak, and AMHS will remain and continue operating under the existing agreement between the City and the Chamber of Commerce.

City staff, the City Attorney, and DOT staff have met on several occasions to set the terms of the agreement as outlined in the attached MOA. (The MOA included in this packet is a final draft and will be replaced with a finalized document at the meeting). The term is proposed for the life of the dock – about 30 years. Due to the length of the agreement, the City Charter requires Council to approve the MOA by ordinance.

ALTERNATIVES:

1. Approve Ordinance No. 1312 and advance to second reading and public hearing at the next regular or special Council meeting, which is staff’s recommendation. The City will receive a brand new, modern dock facility at no cost. In return, the City agrees to maintain and oversee the dock for the preferential use of the AMHS vessels. This requires a long-term MOA that places some requirements on the City, which are offset by receipt of a new dock facility with no required City financial contribution to design or construction.
2. Postpone or do not adopt the ordinance. This is not recommended, because of the effort and expense made by the State on design and the importance of securing the federal funds needed to complete construction.

FINANCIAL IMPLICATIONS: The cost estimate to replace this dock is \$14.3 million. About half the funding is from the Federal Highway Administration; the remainder from State DOT&PF. No City funds are committed or anticipated.

LEGAL: The City Attorney has been involved in the MOA development and discussions with staff and DOT personnel. He also prepared Ordinance No. 1312. The agreement must be adopted by ordinance per City Charter Section V-17.

STAFF RECOMMENDATION: Staff recommends Council pass Ordinance No. 1312 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting. This will secure State and Federal funds and keep the project on track for construction in 2014.

CITY MANAGER’S COMMENTS: I support entering into this long-term MOA and request Council approve the ordinance. This will allow the State DOT&PF to construct a modern replacement dock at Pier I using State and Federal funds. No City funds are required or expected for design or construction (Attachment B). Once the project has reached final completion, the City will have full ownership.

However, due to State and Federal requirements, we must work within the confines of the MOA which is the trade-off for receiving the new facility. We will establish a sinking fund for revenues generated from the dock by other vessels. We will be obligated to provide maintenance for the facility as outlined in the agreement.

The final revised version of the MOA will be made available at the Council meeting, as City and DOT staff and the City Attorney are making final adjustments to the MOA wording.

ATTACHMENTS:

- Attachment A: Ordinance No. 1312
- Attachment B: Draft MOA
- Attachment C: Plan view of new dock

PROPOSED MOTION:

Move to pass Ordinance No. 1312 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

**CITY OF KODIAK
ORDINANCE NUMBER 1312**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REGARDING THE KODIAK FERRY TERMINAL AND DOCK IMPROVEMENTS

WHEREAS, the City of Kodiak, Alaska (the “City”), is a home rule city and under Section 11 of Article X of the Alaska Constitution may exercise all legislative power not prohibited by law or the charter of the City, and the matters set forth herein are not prohibited by law or the charter; and

WHEREAS, AS 29.35.010(13) authorizes the City to enter into agreements with the State of Alaska; and

WHEREAS, Congress authorized a high priority earmark as a source of federal funding for the planning, design and construction of a new Alaska Marine Highway System (“AMHS”) terminal and approach in Kodiak, which will serve as a component of the National Highway System; and

WHEREAS, the State of Alaska, Department of Transportation and Public Facilities (“DOT&PF”) and the Federal Highway Administration share responsibilities concerning proper management and administration of the federal funding appropriated to the state for highway construction; and

WHEREAS, the demolition of the existing Kodiak ferry dock, or Pier I Dock, and its replacement with a newly constructed dock is the preferred option for utilization of the federal funding; and

WHEREAS, DOT&PF acknowledges that the City need not provide a “local match,” or financial contribution, for construction of this project; and

WHEREAS, there has been presented to this meeting the form of a Memorandum of Agreement (“MOA”) between DOT&PF and the City regarding Kodiak Ferry Terminal & Dock Improvements; and

WHEREAS, it appears that the document described above, which now is before this meeting, is in appropriate form and is an appropriate instrument for the purposes intended.

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

Section 1: The form and content of the MOA hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the MOA to DOT&PF on behalf of the City, in substantially the form and content now before this meeting but with such changes,

modifications, additions and deletions therein as shall to her seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of the MOA now before this meeting, and from and after the execution and delivery of the MOA, each of the City Manager, the acting City Manager, the City Clerk and the acting City Clerk, and their respective designees, each hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the MOA as executed.

Section 2: This ordinance shall be published in full within ten days after its passage.

Section 3: The MOA authorized by this ordinance is subject to the requirements of City Charter Section V-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall take effect one month after its passage and publication.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:
Second Reading:
Effective Date:

MEMORANDUM OF AGREEMENT

Between

STATE OF ALASKA**Department of Transportation and Public Facilities**

And

CITY OF KODIAK

Regarding

KODIAK FERRY TERMINAL & DOCK IMPROVEMENTS**State Project #68938**

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the City of Kodiak, Alaska (City) enter this Memorandum of Agreement (MOA or Agreement).

RECITALS

WHEREAS, DOT&PF is responsible for the planning, design, and construction of state transportation facilities, AS 44.42.020;

WHEREAS, this Agreement concerns improvements to [the ferry terminal in Kodiak](#), which forms part of the state highway system;

WHEREAS, state law authorizes DOT&PF to cooperate, coordinate, and enter agreements relating to highways with local government entities, AS 19.05.040(10), AS 44.42.020(a)(6);

WHEREAS, the City is a home rule city and empowered to enter agreements with the State, AS 29.35.010(13);

WHEREAS, Congress has authorized a high priority earmark as a source of federal funding for the planning, design, and new construction of an AMHS terminal and approach in Kodiak;

WHEREAS, the terminal will serve as a component of the National Highway System;

WHEREAS, DOT&PF has conducted a reconnaissance of possible sites for a new ferry facility and has consulted the City regarding this subject;

WHEREAS, DOT&PF and the City (the Parties) agree that demolition of the existing Kodiak ferry dock, or Pier 1 Dock, and replacement with a newly constructed dock is the preferred option for utilization of the federal funding;

WHEREAS, DOT&PF and the Federal Highway Administration (FHWA) share responsibilities concerning proper management and administration of the federal funding appropriated to the state for highway construction;

WHEREAS, DOT&PF acknowledges that the City need not provide a “local match,” or financial contribution, for construction of this project;

WHEREAS, the Parties are committed to collaborate in working toward the timely, successful completion of this project;

WHEREAS, the Kodiak City Council has approved Resolution No. *, which authorizes the City to enter this Agreement;

WHEREAS, the Parties wish to memorialize the key elements of this project and their respective rights and responsibilities in relation thereto;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

TERMS OF AGREEMENT

I. Incorporation

The Parties agree the foregoing Recitals are true and correct and incorporate them into this Agreement by reference.

II. Term

This Agreement is effective once signed by both Parties and expires upon: (A) the end of the useful life of the dock facility constructed in connection with this Agreement or (B) a State determination of cessation of need for a public ferry facility in Kodiak, whichever occurs first.~~on the 20 year anniversary of the effective date.~~

III. Project Purpose and Scope

(A) The purpose of this project is to provide a new terminal facility in Kodiak, which consists of a new dock and associated improvements that are dedicated to servicing Alaska Marine Highway System (AMHS) vessels and operations, as well as those of other and public ferries service. ~~Yet, The Parties acknowledge that when AMHS is not utilizing the dock, the City may permit dock use by others. The Parties acknowledge that, following project completion, DOT&PF will transfer ownership of the constructed facility to the City and the City will own, operate, and maintain the facility in accordance with this Agreement.~~

(B) This ~~effort—project will—~~consists of planning, designing and constructing improvements to Kodiak’s Pier 1 dock to provide a facility compatible with AMHS vessels and operations, while maintaining dock functionality for non-AMHS vessels. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser’s shelter,

covered walkway, security fencing, and upgrades to the fuel and water systems. As shorthand, the Parties will refer to this collective planning, design, and construction efforts as “the Project.”

(C) The current scope, schedule, cost estimates and site plan for the Project are attached as Appendix A.

IV. Design, Construction, & Ownership of Project

(A) DOT&PF’s principal Project obligations are to:

(1) Submit necessary Project requests in the State capital budgeting process and obtain legislative authority to spend the appropriated funding;

(2) Provide the federal match share consistent with departmental policy, *see* P&P #09.10.040;

~~(3) Jointly review and approve Project budgets along with the City. DOT&PF acknowledges Project budgets are estimates only and that actual Project costs may exceed original budget estimates;~~

~~(4)~~ Perform each of the following Project phases, which it will initiate only after receiving appropriate federal authorization:

- Phase 2: Design;
- Phase 3: Right-of-way acquisition/certification; and
- Phase 4: Construction;

~~(5)~~ Prepare Plans, Specifications, and Estimate (PS&E) package;

~~(6)~~ Administer all aspects of Project procurement and resulting contracts;

~~(7)~~ Develop the Project with DOT&PF staff and/or contracted professional services;

~~(8)~~ Seek City review, ~~and comment,~~ and, if applicable, approval on appropriate subjects, which may include:

- Project design at 35% and 95% stages of completion;
- PS&E package final review prior to advertisement;
- Construction change orders prior to approval;

~~(9)~~ Acquire all necessary rights of way in the name of the City of Kodiak;

~~(10)~~ Pay all appropriate costs, fees, and expenses from appropriated Project monies;

~~(11)~~ Comply with applicable statute, regulations, codes, and standards regarding administration, design, and construction of the Project.

(B) The City’s principal Project obligations are to:

~~(1) Jointly review and approve Project budgets along with the DOT&PF. The City acknowledges Project budgets are estimates only and that actual Project costs may exceed original budget estimates;~~

~~(2)~~ Provide a sufficient number of qualified personnel at no cost to the Project as needed to work with DOT&PF regarding Project development and administration, including any legal claims that might arise;

~~(3)~~ Promptly review, ~~and comment~~ on, and, if applicable, approve or reject ~~on~~ any matters that DOT&PF submits for the City’s consideration;

~~(4)~~ Authorize DOT&PF and its contractors to conduct Project-related work on City property and provide DOT&PF with construction easements and such other interests

as required to satisfy the needs of Project construction, operations, maintenance, and right-of-way certification.

(54) Inspect the Project right-of-way prior to Project closeout. ~~The City may perform an environmental assessment of the property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a “hazardous material” is any chemical, metal, petroleum product, or other substance (or any combination of hazardous materials) that is designated as “hazardous” by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.~~

V. Final Inspection & Transfer of Ownership

(A) The City may participate in DOT&PF’s final inspection of the Project. However, DOT&PF shall solely determine when the Project reaches substantial completion. As used in this Agreement, “Substantial completion” means the point at which:

- (1) The newly constructed dock and appurtenant structures, approaches, utilities, fencing, signage, markings, cameras, and safety/security features (Facility) are installed and completed, with the exception of minor punch list items;
- (2) AMHS and the public can safely and effectively use the Facility without further delays, impediments, or disruptions; and
- (3) DOT&PF’s Project team issues a letter to the contractor acknowledging that the Project has reached substantial completion.

(B) Once the Project is substantially complete, DOT&PF will transfer title and right-of-way, operations, and maintenance responsibilities for the Facility to the City, which the City will promptly accept. On or before the transfer, DOT&PF will provide the City with “as built” drawings of the Facility.

VI. City’s Right-of-Way, Operations, and Maintenance Obligations

(A) Upon DOT&PF’s transfer of the Facility to the City, the City will acquire and perform applicable ~~those~~ responsibilities imposed by federal and state statute, regulation, procedures, policies, guidelines, and agreements. The responsibilities include:

- (1) The obligations identified in:
 - (a) 23 U.S.C. Chapters 1-5 (*Highways*) and its implementing regulations;
 - (b) 23 C.F.R. §1.23 (*Right-of-Way*);
 - (c) 23 C.F.R. §1.27 (*Maintenance*),
 - (d) 23 CFR Part 710 (*Right-of-Way and Real Estate*), and
 - (e) 23 C.F.R. Part 645 (*Utilities*);
 - (f) The governing version of Stewardship and Oversight Agreement between FHWA and DOT&PF (current copy attached as Appendix B);
 - (g) This Memorandum of Agreement; and
 - (h) This “Flow-Down” Clause: That is, to the extent federal statute, regulation, procedure, policy, guideline, or agreement imposes a continuing obligation on DOT&PF regarding the Facility irrespective of DOT&PF’s transfer to the City,

the City assumes toward DOT&PF all obligations and responsibilities that DOT&PF owes to FHWA in connection with the Facility.

(2) ~~Compliance with state~~ State highway requirements *see, e.g., AS 19.25.010 et seq. (Utilities, Advertising, Encroachments, & Memorials), 17 AAC 15.011 et seq. (Utility Permits), DOT&PF Utility Manual, and DOT&PF Right-of-Way Manual.* (The City may access these manuals on DOT&PF's website: <http://www.dot.alaska.gov/>);

(3) ~~Compliance with~~ Maritime Transportation Security Act of 2002, as codified in 46 U.S.C. Chapter 701, and its implementing regulations; and

(4) The obligation to operate and maintain the Facility through its useful life.

~~(4) Compliance with all other all federal, state and local statutes, regulations, laws, codes, and standards applicable to ownership, operation, and maintenance, including repair, of the Facility.~~

(B) In particular, the City's Facility responsibilities include the activities identified immediately below. Except as provided in Part VI(C), the City will fulfill these responsibilities at its own expense and without reimbursement from DOT&PF:

(1) Planning, scheduling, administration, and logistics of Facility maintenance activities;

(2) Traffic control and safety; (However, the Parties acknowledge that while an AMHS vessel is present at the Facility their respective responsibilities for security shall remain as prescribed in the U. S. Coast Guard-approved Kodiak Facility Security Plan and AMHS Consolidated Vessel Security Plan that are currently in effect or as subsequently amended.)

(3) Riprap slope protection, including erosion control, to as-built conditions;

(4) Snow and ice control and associated tasks as may be required for the safe and timely passage of public users of the ferry terminal and dock;

(5) Maintaining signs and their replacement, including posts and foundations, when damaged, unreadable, or worn out;

(6) Maintaining dock and fender structures in a proper, serviceable condition, including panels, piles, cathodic protection components, bull rails, hand rails, cleats, bollards, ladders, gates, fencing, and overhead and navigational lights; and

(7) Removal of debris, rubbish, and dead animals.

(C) To help offset the City's cost of performing certain Maintenance Items, the Parties further agree that AMHS will provide the City with an annual contribution. The amount of AMHS' annual contribution will be derived in the following manner:

(1) On or before January 2 (?) of the calendar year in which the Facility is expected to commence operation, and on or before every January 2 (?) thereafter while AMHS' contribution commitment remains in effect, the City will provide AMHS with a projected budget that identifies anticipated Maintenance Items for the ensuing fiscal year, i.e., July 1-June 30, associated costs for each anticipated Item, and anticipated revenue the City expects to generate during that fiscal year through public use of the Facility as permitted by Part VIII of this Agreement.

(2) During the first fiscal year in which the Facility is in operation, and during every fiscal year thereafter while AMHS' contribution commitment remains in effect, AMHS will provide the City with \$55,000 to offset the cost of Maintenance Items for that fiscal year.

(3) At the conclusion of each fiscal year, but no later than the ensuing July 31, the City will provide AMHS with an itemized list of actual Maintenance Items performed during that fiscal year, the associated costs for each Item actually performed, and supporting documentation that demonstrates such performance and costs. Additionally, the City will provide AMHS with an accounting of the revenue it generated during that fiscal year from public use of the Facility.

(4) If the City's actual cost of performing Maintenance Items during a fiscal year exceeds the actual revenues generated from public use of the Facility for that year plus the State's \$55,000 contribution, then the City is responsible for those excess costs without further contribution from AMHS.

(5) Conversely, if the City's actual cost of performing Maintenance Items during a fiscal year is less than the actual revenues generated from public use of the Facility for that year plus the State's \$55,000 contribution, then the City will promptly reimburse AMHS in the amount that Facility Revenue plus \$55,000 contribution exceeds the City's actual cost of performing Maintenance Items for that fiscal year.

As used in this paragraph "Maintenance Items" means the tasks identified in Part VI (B) (3)-(6).

(D) Notwithstanding paragraphs (A) and (BC) of this Part VI, if an AMHS vessel damages a dock component at the Facility as a result of negligent vessel operation, DOT&PF will be responsible for the cost of restoring the damaged component to the same condition that existed prior to the damage; DOT&PF will not be liable for any other harm, loss, or injury stemming from the dock damage.

VII. Use by AMHS Vessels, Passenger, & Vehicles

(A) AMHS vessels and operations, and those of any other entity providing public ferry service, are entitled to priority use of the Facility throughout the life of the Facility. At the following times, the City will remove or cause to be removed any vessel and terminate any use at the Facility if its presence interferes with the safety or schedule of an AMHS vessel or the well-being of its passengers or customers:

- prior to arrival of an AMHS vessel at the Facility;
- during an AMHS vessel's presence at the Facility; or
- prior to departure of an AMHS vessel's from the Facility.

If opinions differ as to whether a competing vessel or use interferes with an AMHS vessel, passengers, or customers, the AMHS vessel master's opinion shall be conclusive.

(B) The City shall not assess any fee on AMHS or other public ferry service, ~~its~~ their passengers, or customers for use of the Facility. This prohibition is effective throughout the life of the Facility.

(C) Notwithstanding paragraph (B) of this Part VII, the Parties acknowledge they are free to negotiate for provision of services by the City to AMHS, e.g., office lease, removal of shipboard trash, disposal of vessel sewage, etc., for which the City may receive an agreed fee. The Parties will document such service agreement, if any, by written contract.

(D) The provisions contained in this Part VII survive the term of this Agreement and remain in effect throughout the life of the Facility.

VIII. Revenue

(A) Excluding AMHS, as well as any other public ferry service, ~~its~~ their respective passengers, and ~~its~~ customers, the City may assess a reasonable fee on those who use the Facility. If the City assesses any such fee, it shall segregate this revenue and use it for no other purpose than the maintenance, operation, or future replacement of the Facility.

(B) The City shall maintain this segregated revenue fund throughout the term of the MOA. The fund is subject to periodic audit by DOT&PF.

IX. Indemnification

(A) The City shall hold DOT&PF, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend and indemnify the State for liability, claims, demands, fines, penalties, and causes of action arising in connection with this MOA, the Project, and/or the Facility.

(1) Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the City shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the City pursuant to this MOA, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the DOT&PF transfers ownership and maintenance responsibilities for the facility.

(2) The City’s duty to defend and indemnify shall apply regardless of whether it is also alleged that the State’s acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

(3) Neither liability, claims, or causes of action arising from injuries that occurred prior to the date of substantial completion, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.

(B) DOT&PF shall add a special provision to its bid documents requiring the City to be listed as an additional insured in all instances where the successful bidder would be required to add the DOT&PF as an additional insured. The City shall have the right to enforce these provisions against the successful bidder.

X. Cancellation Remedies

(A) If the City requests cancellation of any professional services, consultant or construction contracts entered into by DOT&PF, the City shall be responsible for those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred by the City or DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(B) If DOT&PF is the primary cause of the cancellation, DOT&PF shall bear those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred by DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(C) If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or the City, the Parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(D) The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the Parties from resorting to any other remedy available at law or equity.

XI. Breach of Contract Provisions

(A) If DOT&PF provides written notice to the City stating that it is in violation of any of the terms, conditions, or provisions of ~~Parts VI, VII, VIII, or IX of~~ this Agreement, the City shall have thirty days from the date of such notice to remedy the violation; or, if the remedy requires more than thirty days to complete, the City shall promptly take responsive action necessary to achieve a satisfactory remedy as close as possible to the 30th day from DOT&PF's initial notice.

(B) The City's failure to cure a violation that is remediable within thirty days or its failure to take responsive action necessary to promptly resolve a violation that is not remediable within thirty days constitutes a breach of this MOA. If the City is in breach, DOT&PF may elect to terminate the MOA. In addition, the City's breach may adversely affect the viability of current and future municipal capital projects. *See* 17 AAC 05.175(l).

(C) If the City breaches its right-of-way, operations, or maintenance obligations concerning the Facility, appropriate remedies include:

- (1) City reimbursement of all federal and state funds expended on the Project in connection with this MOA;
- (2) City reimbursement of DOT&PF for any direct and indirect costs it has incurred in fulfilling any of City obligations addressed in this MOA; and,
- (3) DOT&PF withholding of its approval of City federal-aid projects until the City cures its breach and fulfills any related obligations.

XII. Notification

When any written notice, request, direction, or other communication is necessary, the Parties will deliver it in person, by certified mail, or by email addressed to the party for whom it is intended, as follows:

DOT&PF: Regional Director
 DOT&PF, SE Region,
 6860 Glacier Hwy, MS-2506
 Juneau, Alaska 99811-2506
 Ph: 907/465-1762

Current addressee: al.clough@alaska.gov

City: Mayor
City of Kodiak
710 Mill Bay Road, Room 216
Kodiak, AK 99615
Ph: 907/785-3804
Current addressee: mayor@city.kodiak.ak.us

XIII. Miscellaneous Provisions

(A) Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) the individual executing this Agreement on its behalf has the authority to do so; (iv) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms; and (v) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder.

(B) The City agrees to provide reasonable access to the Project and to relevant Project documents to any authorized representatives of DOT&PF or the U.S. Government. The City further agrees to cooperate in good faith with inquiries and requests for information relating to the Project and its obligations under this MOA.

(C) This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns, if any.

(D) This Agreement shall not be construed as creating the relationship of principal-agent, master-servant, partnership, or joint venture between the Parties. Neither Party shall have authority to make any statements, representations, or commitments of any kind or to take any action that is binding on the other, except as explicitly provided herein or authorized by the other Party in writing.

(E) Neither Party may assign any portion of this Agreement or any benefits or rights arising under the Agreement without the written consent of the other.

(F) No supplement, modification, or amendment of this Agreement is binding unless executed in a writing signed by the authorized representative of the Party to be bound thereby. No provisions of this Agreement may be waived unless done in writing and signed by the authorized representative of the Party to be charged therewith. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

(G) Waiver by a Party of any default by the other will not be deemed a waiver of rights concerning any subsequent default.

(H) If either Party is, due to an event of Force Majeure, rendered unable, in whole or in part, to perform its obligations under this Agreement, such party shall be freed from such obligations, so long as and to the extent that Party is necessarily and directly affected by the Force Majeure. The date of delivery or performance of the affected obligation shall be extended by a period of time reasonably necessary to overcome the effects of such delay and, if necessary, the scheduled services shall be revised in respect of such delay. The Parties shall cooperate in good faith to overcome and to mitigate the effects of an event of Force Majeure. As used in this Agreement, an event of "Force Majeure" means any unforeseeable event which is beyond the control, and without the fault or negligence, of the Party affected, including war, revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities. A lack of funds does not constitute an event of Force Majeure.

(I) The headings used in this Agreement are for convenience only and shall not be deemed to limit or affect any of the provisions of the Agreement.

(J) This Agreement shall not be construed as conferring any legal rights, privileges, or immunities or as imposing any legal duties or obligations on any person or persons other than the parties named in this Agreement.

(K) The City is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

(L) This Agreement has been jointly negotiated and drafted by the parties, and both parties have had the ability and opportunity to consult with legal counsel prior to signature. The Agreement shall not be construed for or against either party.

(M) If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion will be severed and will not affect the validity of the remainder.

(N) The provisions of this MOA constitute the whole of the agreement between the Parties with respect its subject matter; no separate understandings or side agreements exist.

Dated: _____

DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES – SE Region

By: _____
Al Clough, Regional Director

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public in and for Alaska
My commission expires: _____

Dated: _____

CITY OF KODIAK

By: _____
Pat Branson, Mayor

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public in and for Alaska
My commission expires: _____

Acknowledgment of the Kodiak City Council

BE IT REMEMBERED that on the _____ day of _____, 2013 at a regular meeting, of the City of Kodiak Assembly of the City of Kodiak, a home rule city established under Alaska law, granted its approval of the foregoing instrument.

Dated: _____

Clerk, City of Kodiak

Kodiak Ferry Terminal and Dock Improvements Project

State Project No.: 68938

Appendix A

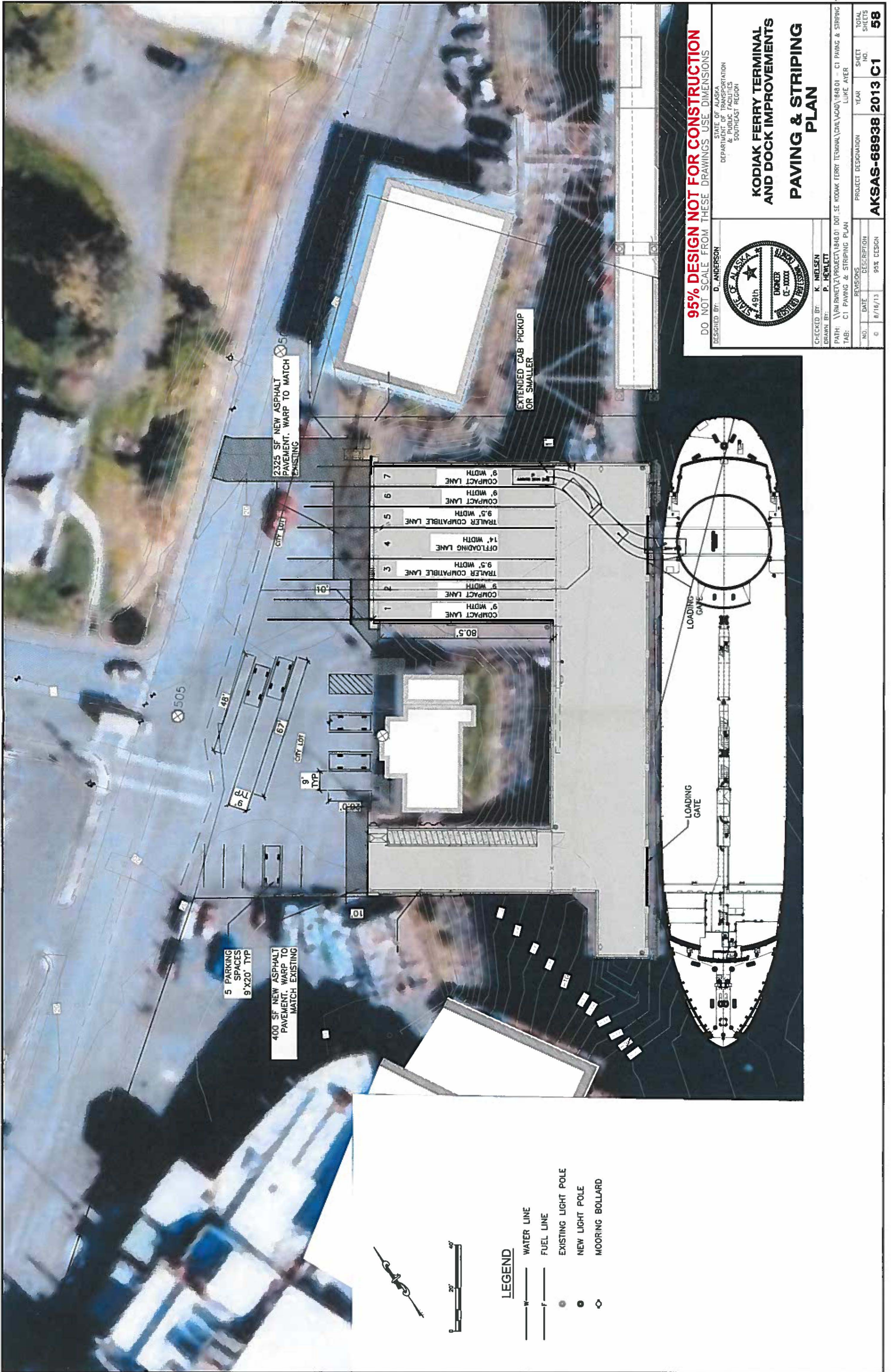
Scope, Schedule, Estimate

Scope

This project will consist of planning, designing and constructing improvements to Kodiak's Pier 1 dock to provide a facility compatible with AMHS vessels and operations. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems.



STIP page attached thru Amendment #6 (2013)



95% DESIGN NOT FOR CONSTRUCTION
 DO NOT SCALE FROM THESE DRAWINGS USE DIMENSIONS



DESIGNED BY: D. ANDERSON
 CHECKED BY: K. NELSEN
 DRAWN BY: P. HEWLETT
 PATH: \\V:\PROJECTS\PROJECT\1848.01 DOT SE KODIAK FERRY TERMINAL\CAD\1848.01 - C1 PAVING & STRIPING PLAN.DWG
 TAB: C1 PAVING & STRIPING PLAN

**KODIAK FERRY TERMINAL
 AND DOCK IMPROVEMENTS
 PAVING & STRIPING
 PLAN**

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 & PUBLIC FACILITIES
 SOUTHEAST REGION

NO.	DATE	DESCRIPTION	YEAR	SHEET NO.	TOTAL SHEETS
0	8/16/13	95% DESIGN		C1	58

1848.01 - C1 PAVING & STRIPING PLAN.DWG

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: October 10, 2013

Agenda Item: V. b. **Authorization to Cancel the November Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed**

SUMMARY: The regularly scheduled Council meetings for November must be cancelled due to schedule conflicts with the November 14 regular meeting date and the Thanksgiving holiday on November 28. Elected officials and staff will attend the annual Alaska Municipal League or National League of Cities conferences November 12–15. Staff discussed meeting scheduling with the Council at a previous work session and recommended a special meeting be scheduled for November, if needed.

PREVIOUS COUNCIL ACTION: The City Council cancels regular meetings and schedules special meetings from time to time due to travel and other scheduling conflicts.

LEGAL: Kodiak City Code identifies regular meetings are held on the second and fourth Thursdays of each month. If a regular meeting must be cancelled, a special meeting may be scheduled. The attendance requirements do not apply to special meetings.

PROPOSED MOTION:

Move to cancel the November 14 and 28 regular meetings and authorize the City Manager to schedule a special meeting for November, if needed.

OCTOBER 10, 2013
Agenda Item V. b. Memo Page 1 of 1

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DRAFT MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Debra Marlar, City Clerk

Date: October 10, 2013

Agenda Item: V. c. Certification of Election

SUMMARY: The City of Kodiak held a regular election October 1, 2013, and voters cast ballots for the Mayoral position and two three-year City Council positions. The Canvass Board met October 9, 2013, to tally the votes of the admissible questioned and absentee ballots, together with votes counted on election night. The final results of the October 1, 2013, Municipal City election were:

Mayor—One Two-Year Term

Pat Branson

Write-Ins

City Council—Two Three-Year Terms

Charles E. Davidson.....

John Whiddon

Write-Ins

Of the 3,513 registered City voters, [redacted] cast eligible City ballots, for a [redacted] percent voter turnout, which is [redacted] percent **lower/higher** than last year.

NOTES/ATTACHMENTS:

Attachment A: Certificate of Election

Attachment B: Canvass Report of Final Results

PROPOSED MOTION:

Move to certify the results of the October 1, 2013, regular election and declare Pat Branson elected as Mayor for a two-year term and Charles E. Davidson and John Whiddon elected to the City Council for three-year terms.

OCTOBER 10, 2013
Agenda Item V. c. Memo Page 1 of 1

DRAFT
CITY OF KODIAK, ALASKA
2013 Municipal Election
Certificate of Election

WE, the undersigned MAYOR and CITY CLERK of the City of Kodiak, Alaska, do hereby certify that the Council of the City of Kodiak, Alaska, in accordance with KCC 2.28.015, have received the report of the Canvass Board for the 2013 Municipal Election, held on the 1st day of October 2013 and have determined that the election was validly held and have certified the following results:

Mayor, one two-year term

Number of votes cast:

Candidates	Votes Received
Pat Branson	
Write-ins	

Councilmember, two three-year terms

Number of votes cast:

Candidates	Votes Received
Charles E. Davidson	
John Whiddon	
Write-ins	

By the authority vested in us by the laws of the State of Alaska and the Charter and Code of the City of Kodiak, Alaska, we do hereby affix our hand and seal.

MAYOR

CITY CLERK

DATED this 10th day of October 2013

DRAFT
October 1, 2013, Regular Election
Canvass Report of Final Results

(Harbor) (Teen) Admissible
 35/820 35/825 Questioned Total Percent

REGISTERED VOTERS/BALLOTS CAST

REGISTERED VOTERS	1,751	1,762		3,513	
BALLOTS CAST	271	228			

VOTES CAST

Mayor, One Two-Year Term

Pat Branson	227	185			
Write-ins	13	8			
Total	240	193			

City Council, Two Three-Year Terms

John Whiddon	194	149			
Charles E. Davidson	211	166			
Write-ins	8	9			
Total	413	324			

We, the undersigned Canvass Board for the 2013 City of Kodiak Municipal Election held October 1, 2013, hereby certify that the above is a true and correct statement of election results.

Dated this 9th day of October 2013.

 Richard Ross

 Gabriel Saravia

 Michelle Shuravloff-Nelson

 Patricia Szabo

OATH OF OFFICE

MEMORANDUM TO COUNCIL

Date: October 10, 2013

Agenda Item: X. Oath of Office

SUMMARY: KCC 2.28.080 requires elected officials to take and subscribe to the Oath of Office. The City Clerk will now administer the Oath of Office to the City's re-elected officials.

NOTES/ATTACHMENTS:

Attachment A: Oath of Office

CITY OF KODIAK, ALASKA

Oath of Office

October 10, 2013

I, _____, do solemnly affirm that I will support the Constitution and laws of the United States, the laws of the State of Alaska, the ordinances of the City of Kodiak, and that I will faithfully and honestly perform the duties of Mayor/Councilmember, so help me God.

CITY OF KODIAK

Name

ATTEST:

Debra L. Marlar, City Clerk