

KODIAK CITY COUNCIL

WORK SESSION AGENDA

Tuesday, December 10, 2013
Kodiak Island Borough Conference Room
7:30 p.m.

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

Discussion Items

- 1. Public Comments (limited to 3 minutes)
- 2. Advisory Board Interviews1
- 3. Discover Kodiak Quarterly Report16
- 4. Afognak Native Corporation Near Island Land Lease Request.....19
- 5. Juneau Lobbyist Update From Ray Gillespie No Backup
- 6. Quarterly Financial Update.....25
- 7. Economic Development Review.....45
- 8. Request for Community Garden Space.....48
- 9. Discussion About iPad Use Policy for Elected Officials.....63
- 10. December 12, 2013, Agenda Packet Review

TO BE SCHEDULED

- 1. Planning Meeting Date
- 2. Joint Work Session Meeting Date



Office of the City Clerk

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

MEMORANDUM

To: Mayor Branson and Councilmembers Date: December 10, 2013
 From: Debra Marlar, MMC Subject: Advisory Board Appointments
 City Clerk MS for DM

Several advisory board seats will expire at the end of December. Volunteers have been solicited via newspaper advertisements, public service announcements, and City Clerk and department head recruitment efforts. Appointments to most advisory boards are made by the Mayor and confirmed by the Council. Appointments to the Personnel Board are made directly by the Council.

Alaska Statute 29.40.020 provides that appointments are made by the Borough Mayor and that City residents to the Commission shall be selected from a list of recommendations submitted by the Council. After the interview process, the Council should inform the Clerk which applicant(s) shall be forwarded to the Borough Mayor for appointment.

Seats for Appointment	Applicants
<p>Building Code Board of Appeals <i>(no City residency requirement; four of five members shall be qualified by experience to pass upon matters pertaining to building construction)</i></p> <ul style="list-style-type: none"> • 2 seats ending 2015 • 2 seats ending 2016 	None
<p>Parks & Recreation Advisory Board <i>(three-year seats, four City residents, other seats in or outside the City)</i></p> <ul style="list-style-type: none"> • 4 regular seats ending 2016 • 2 alternate seats ending 2014 • 1 ex-officio student seat • 1 ex-officio USCG seat 	Marcus Dunbar (i), City resident Amy Fogle (i), City resident Jeremiah Gardner, City resident
<p>Personnel Board <i>(two-year seats, City residency requirement)</i></p> <ul style="list-style-type: none"> • 2 regular seat ending 2015 	Patricia M. Olsen (i) City resident
<p>Port and Harbors Advisory Board <i>(three-year seats, no City residency requirement)</i></p> <ul style="list-style-type: none"> • 2 regular seats ending 2016 • 2 alternate seats ending 2014 • 1 ex-officio student seat 	Stosh Anderson (i), non-City resident Skip Bolton, (i), non-City resident David Jentry, (ia), non-City resident Ed Cross Jr., City resident
<p>Planning & Zoning Commission</p> <ul style="list-style-type: none"> • 1 vacant City seat ending 2016 	Patricia M. Olsen, City resident

Note: (i) indicates incumbent regular seat (i/a) indicates incumbent alternate seat

Telephone (907) 486-8636 / Fax (907) 486-8633
 clerk@city.kodiak.ak.us



Office of the City Clerk

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

BUILDING CODE BOARD OF APPEALS

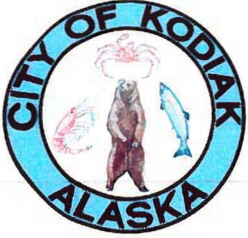
Five seats

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS
2015	John Butler JBHJS@PTIALASKA.NET	486-4604	486-3706	486-2497	P.O. Box 2610
2015	Vacant				
2015	Vacant				
2013	Norman Clentimack	486-4611			P.O. Box 2190
2013	Larry Taylor plumb@gci.net	487-2677	539-1110	486-4328	Box 4148

Legislation	Appointments
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Kodiak City Code Chapter 14.40

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



Office of the City Clerk

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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	Amy Fogle philfogle@hotmail.com	486-3525	539-2535	486-3250	1136 Wolkoff Lane	C
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	VACANT					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	06/27/13	



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



ADVISORY BOARD APPLICATION

Marcus Dunbar
 NAME

486-0809
 HOME TELEPHONE

481-2243
 WORK TELEPHONE

FAX

mdunbar01@kibsd.org
 EMAIL

1477 Selief Lane
 RESIDENCE (STREET) ADDRESS

Kodiak Ak 99615
 MAILING ADDRESS

17 years
 LENGTH OF RESIDENCE IN KODIAK

42 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)

Park & rec Advisory

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

Master Degree in Exercise Physiology U of Idaho
Bachelor Degree in Physical Education U of Oregon

Community Activities: Participated in many city activities Professional Activities: Middle School

Community Activities
Volunteer including
but Not limited to
Fun Run, Arts Council, HS
Sports, Community Clean up
etc.

Many year Coaching Experience in a variety of sports
Physical Education Teacher,
HS Coach, Cross Country Runner
Track & Field
10 years service to the
PER Advisory Board

Marcus Dunbar
 Signature

11-13-13
 Date

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



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

ADVISORY BOARD APPLICATION

Amy Fogle

NAME

907-486-3525

HOME TELEPHONE

539-2535

WORK TELEPHONE

486-3250

FAX

philfogle@hotmail.com
EMAIL

1136 Wolkoff Lane
RESIDENCE (STREET) ADDRESS

Same as above

MAILING ADDRESS

17 year

LENGTH OF RESIDENCE IN KODIAK

19 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)

Parks & Rec Board

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

Teaching degree
Coaching certificate

Community Activities:

All sports for kids & adults

Professional Activities:

Varsity basketball coach
at high school.
Bookkeeper for Inspiration
& Davery Fisheries

Amy Fogle
Signature

11-14-13

Date

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



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

Advisory Board Application Form

Jeremiah Gardner

NAME: Jeremiah Gardner
HOME TELEPHONE: 907-486-6249
WORK TELEPHONE: 907-486-6249 ← same
FAX: [blank]
EMAIL: 58northkodiak@gmail.com

RESIDENCE (STREET) ADDRESS: 1231 Mill Bay Rd - Kodiak AK, 99615

MAILING ADDRESS: ↑ KODIAK, AK 99615

LENGTH OF RESIDENCE IN KODIAK: 17 years on and off
LENGTH OF RESIDENCE IN ALASKA: 25

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

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

Parks And Recreation

Business Management
Construction
Community Outreach
Health & Wellness

Community Activities:
Skatepark Advocacy
Youth Guidance
Trail Building
Trail Clean-up
Cycling Advocacy

Professional Activities:
Local Business Owner
College Graduate
Accomplished Mechanic
Accomplished Musician

SIGNATURE: [Handwritten Signature]

DATE: 11/21/13

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

Revised: June 2009



Office of the City Clerk

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

PERSONNEL BOARD

Three seats

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS
2014	Pat Szabo pszabo@gci.net	486-3853			PO Box 1949
2013	Curtis Law curt@kodiak.org	486-7636	486-4700	486-5541	P.O. Box 42
2013	Patricia Olsen olsen99615@hotmail.com	486-6752	481-2200		P.O. Box 1014

Regular terms expire December 31 (two-year terms)

Legislation

Established by City Charter
Duties listed in City Code 2.08.180

Appointments

12/13/84	12/27/84	12/19/85
01/08/87	02/12/87	02/26/87
10/08/87	12/14/87	04/14/88
07/14/88	12/12/88	01/11/90
02/22/90	12/14/90	01/14/93
12/22/94	12/14/95	12/12/96
09/30/97	12/11/97	12/10/98
02/10/00	12/13/01	12/13/07
12/11/08	09/24/09	12/9/10
12/8/11	12/13/12	



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



ADVISORY BOARD APPLICATION

Patricia M. Olsen
 NAME

486-6752 HOME TELEPHONE 481-2200 WORK TELEPHONE

_____ FAX olsen99615@hotmail.com EMAIL

316 W. Hillcrest
 RESIDENCE (STREET) ADDRESS

Box 1014
 MAILING ADDRESS

35 years
 LENGTH OF RESIDENCE IN KODIAK

35 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)

Personnel Board
Recently applied for Planning & Zoning Commission

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

Previous member of Personnel Board; Chairperson of Employee Rights Committee

Community Activities: ELKS, Discover Kodiak, Hospice of Kodiak, Kodiak Arts Council - volunteer

Professional Activities: Teacher Advocate

Patricia M. Olsen
 Signature

11-11-2013
 Date

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



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	VACANT				
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

06/27/13 Alternate No. 2 seat declared vacant.



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



ADVISORY BOARD APPLICATION

Stosh Anderson

NAME

486-3673

HOME TELEPHONE

654-3674

WORK TELEPHONE

FAX

stosh_a@hotmail.com

EMAIL

3964 Cliffside Rd

RESIDENCE (STREET) ADDRESS

Box 310

MAILING ADDRESS

26+

LENGTH OF RESIDENCE IN KODIAK

44

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 [X]
 Yes [X] No []

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

Port of Harbor Advisory Board

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

Engineering

Finance

Fishing Industry

Community Activities:

PHAB - Board

KEA - Board

CFAB - Board

Professional Activities:

Vessel Owner

Commercial Fisherman

Business Owner

Stosh Anderson
 Signature

2 Dec 2013
 Date

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



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



ADVISORY BOARD APPLICATION

NAME Shirley Bolton

HOME TELEPHONE 486-4044

WORK TELEPHONE 907-317-8600

FAX 486-2030

EMAIL shirleybolton@kodiak.ak.us

RESIDENCE (STREET) ADDRESS 1929 Massier Rd.

MAILING ADDRESS Box 2852

LENGTH OF RESIDENCE IN KODIAK 1966

LENGTH OF RESIDENCE IN ALASKA 1966

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)

PHAB

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

4 years of PHAB experience
47 yrs. as a local mariner
current PHAB member

Community Activities:

Kodiak Arts Council Board
Prec. of Local Scholarship
EMAD - SLSF
King Salmon Derby Board
member: Kodiak Athletic Club

Professional Activities:

Fishing Business owner
SKANA Int. Inc. M/V SERVICES

Signature Shirley Bolton

Date 11/24/13

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



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



ADVISORY BOARD APPLICATION

DAVID JENTRY
 NAME

486-5205
 HOME TELEPHONE

486-5205
 WORK TELEPHONE

486-5243
 FAX

DWJENTRY@CI.KODIAK.AK
 EMAIL

3622 OTMELOI WAY
 RESIDENCE (STREET) ADDRESS

P.O. BOX 3128
 MAILING ADDRESS

23 yrs
 LENGTH OF RESIDENCE IN KODIAK

34 yrs
 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 Clerk's Note: Registered to
 Yes No vote in Borough not City

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

PORTS & HARBOR

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

42 yrs COMMERCIAL FISHING
34 yrs FISHING OUT OF KODIAK
Used Grid in Homer, SHIPYARD
IN SEWARD & 2 yrs in Oregon

Community Activities:

None

CURRENTLY P&H ALT
MEMBER - HAVE SERVED
3 TERMS IN PAST YEARS

Professional Activities:

RETIRED

David G. Jentry
 Signature

11-23-13
 Date

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



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



Advisory Board Application Form

NAME _____
 Ed Cross Jr
 HOME TELEPHONE _____ WORK TELEPHONE 289 866-7429 FAX _____ EMAIL Junior Cross 20@gmail.com

RESIDENCE (STREET) ADDRESS _____
 525 Maple st. Kodiak AK

MAILING ADDRESS _____
 525 Maple street KODIAK, AK 99615

LENGTH OF RESIDENCE IN KODIAK _____ 15 years
 LENGTH OF RESIDENCE IN ALASKA _____ same

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

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

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

Port + Harbor Advisory Bd. Six years fishing Salmon
 Pacific coast, 20 yr Alaska, 18 yr
 Atlantic coast + Gulf of Mex.
 2 years shipyard owner Fla.

Community Activities: _____

Professional Activities: _____

SIGNATURE _____
 Edwin B Cross Jr

DATE _____
 12/2/13

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



KODIAK ISLAND BOROUGH

PLANNING AND ZONING COMMISSION

NAME	TERM	HOME PHONE	WORK PHONE	CELL PHONE	EMAIL
Kathy Drabek (C) 220 Mill Bay Road Kodiak, AK 99615	2015		486-4925	654-4905	kathleendrabeck@hotmail.com
Jennifer Richcreek (B) PO Box 8992 Kodiak, AK 99615	2014	486-4482	486-7704	942-7046	jennifer.richcreek@kibplanning.org
Alan Schmitt (C) (Vice Chair) 3295 Woody Way Loop Kodiak, AK 99615	2014	486-5314		942-0404	alan.schmitt@kibplanning.org
Alan Torres (B) (Chair) 2746 E. Rezanof Dr. Kodiak, AK 99615	2013	486-0217	486-9345		atorres@kodiakak.us
Vacant (B)	2015				
Vacant (B)	2015				
Vacant (C)	2013				

B=Borough Seat
C=City Seat

This commission is governed by Kodiak Island Borough Code 2.105

STAFF:

ODD DIRECTOR, BOB PEDERSON	486-9363	bpederson@kodiakak.us
ODD ASSOCIATE PLANNER/ENF, MARTIN LYDICK	486-9363	mlydick@kodiakak.us
ODD SECRETARY, SHEILA SMITH	486-9363	ssmith@kodiakak.us

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

Revision Date: 10/7/2013
Revised by: AM

HOW TO APPLY FOR A BOARD, COMMITTEE, OR COMMISSION

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

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

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

APPLICATION FOR APPOINTMENT TO BOARDS, COMMITTEES, AND COMMISSIONS

Board/Committee/Commission: Planning + Zoning Commission

Designated seat or group representation (if applicable): City Seat

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

Name: Patricia M. Olsen Daytime Phone: 907 654 4780

Residence Address: 316 Hillcrest Evening Phone: 907 486 6752

Mailing Address: Box 1014 Cell Phone: 907 654 4780

Email Address: olsen99615@hotmail.com Fax Number: _____

Length of Residence in Kodiak: 35 years Registered to vote in Kodiak? Yes No

Please provide one of the following: Date of Birth _____ Last 4 digits of SSN# 2238

Employer/Occupation: KIBSD - teacher

Organizations you belong to or participate in: EIKs, Discover Kodiak, Hospice +

Palliative Care of Kodiak, Kodiak Arts Council, City Personnel Board

Explain your main reason for applying: This is my home. I am committed to having a foundation for current and future growth.

What background, experience, or expertise will you bring to the board/committee/commission membership?

I am a self directed person who can focus on a task until it's complete. I can use common sense to reach workable solutions.

Are you available for regular meetings? Yes * Pursuant to KIBC 2.100.070 (A.6) Other than by expiration of the members term, the assembly shall declare a seat vacant when a member misses three consecutively held regular meetings and is not excused. * but not this October

Signature of Applicant: Pat. M. Olsen Date: 10-21-2013

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

- STAFF USE ONLY -	
Registered voter of the Borough: Yes <input type="checkbox"/> No <input type="checkbox"/>	Appointment Letter:
Applicant's Residence: Borough <input type="checkbox"/> City <input type="checkbox"/>	Roster:
Date of Appointment:	Oath of Office:
Term Expires on:	APOC POFD Statement: Attached <input type="checkbox"/> On File <input type="checkbox"/>

RECEIVED

Date Received: (date stamp below)

OCT 21 2013

BOROUGH CLERK'S OFFICE
KODIAK, ALASKA

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Quarterly Report to the City of Kodiak

October 1, 2013

Achievements:

Website: As of late May, Discover Kodiak has had full manageability of Kodiak.org. The new website has been up and running; we have incorporated many new features to improve usability and visibility to visitors, potential businesses, and residents. The website has a mobile version to accommodate the 52% of consumers who are doing travel research on their mobile device. (Source: www.mobilemarketer.com). Our new website also features an imap with location detection for our businesses and online merchandise selling. All of these features have gone over well. A new benefit to our membership is the purchase of rotating ads located on our website as well.

July 1, 2013- September 27, 2013 :



We hosted the 2014 Visitor Guide Photo Contest with over whelming submission numbers, over 40 photographers participated. The 2014 visitor guide is in its final draft and we are hoping to begin production within the next few weeks.

Bear Tracks newsletter has been continued monthly. This is our informational newsletter and it is also now viewable on our website, www.kodiak.org, for people interested throughout the community. We also have incorporated a weekly blog.

Discover Kodiak has successfully received feedback from the Department of Transportation and Governor Parnell's office in response to our many letters of outreach regarding the M/V Tustumena. Although the Tustumena is currently in the water, we are looking at additional Kennicott runs and delayed Kennicott servicing so that Kodiak will not be without an operational ferry.

Visitor Center: The visitor center has continued developing proprietary products for the visitor information center. We have added new travel mugs, a book recently written by Kodiak local Keith Rogan "A Kodiak Bear Mauling" and new logo wear with our rebranding.

Membership: We currently have 211 members. We have developed co-op advertising opportunities twice within the past couple of months. We negotiate with magazines and websites for good rates and pass these savings to our members. This is a successful program and Discover Kodiaks members have benefited greatly.

We have also developed a new benefit for our membership which is social media management.

Cruise Industry: Discover Kodiak provided hospitality services to the last 4 cruise ships of the 2013 year. This service includes informational tables at the dock where we distribute visitor guides and downtown walking maps. The visitor center was staffed full time to welcome and direct passengers. We refer passengers to local businesses and serve as a general information hub for the community. We received the preliminary 2014 cruise ship schedule and are looking at 9 ships scheduled for 2014.

Social Media:

We have a staff person who has been engaging on social media with potential Kodiak visitors. Through this service we have been able to build relationships with both domestic and international consumers while answering numerous questions floating around the World Wide Web about what Kodiak has to offer.

We have: 18,960 likes on Facebook; 759 Twitter followers, 71 Pinterest followers & 157 likes.

Featured at these travel shows:

World Travel Market	London
Japanese Association of Travel Agents	Tokyo
AARP Life After 50	Atlanta, Georgia

Additional targeted case distribution of Kodiak Visitor Guide:

Alaska Car & Van Rental, Anchorage Grand Hotel, Extended Stay Downtown, Extended Stay Midtown, Aspen Extended Stay, Best Western Golden Lion, Barrett Inn, Chelsea Inn, Clarion Suites, Comfort Inn, Comfort Suites Airport, Courtyard by Marriott, Marriott Downtown, Day's Inn, Elmendorf Armed Services Y, Elmendorf Travel Center, Elmendorf Outdoor Rec., Executive Suites, Ft. Richardson Armed Service Y, Ft. Richardson Lodging, Ft. Rich-Outdoor Rec., Girdwood bake shop, Golden Nugget Camper Park, Hawthorne Suites, Howard-Johnson Hotel, Long House Alaskan, Quality Inn, NEW Ramada Inn Downtown, Springhill Suites by Marriott, 4th Avenue Marketplace, The Inn at Whittier, Elmendorf North Star Inn, Super 8 Motel, Clippership Motorhome rental, Marriott University Lake, ABC Motorhome Rental, Midnight Sun Car rental, Hilton Hotel, Ted Stevens International Airport, The Railroad Station.

And these local businesses continue distributing our visitor guide:

Island Seafoods, Best Western Kodiak Inn, Coast Guard Spouses Association, Alaska Seafood Marketing Industry, Shelikof Lodge, Seahawk Air, Alaska Marine Highway, Andrew Airways, Koniag, Kodiak Wildlife Refuge, Baranov Museum, Kodiak Touchtank, Russian Heritage Inn, Coast Guard Auxillary, KANA, Kodiak CHARR, Macks Sport Shop, First Student, Comfort Inn Kodiak, Cy's Sporting Goods, Guarding Landing, and many other local bed & breakfasts.

Shows Attended by KICVB Staff:

- Alaska Travel and Trade Show (Domestic Consumer) Bellingham September 13

Magazine Articles Featured In:

- Alaska State Travel Planner
- Birder's Digest
- Smart Meetings
- Alaska Magazine

Community Outreach:

- Attended the Coast Guard Welcome Aboard Fair
- Hosting a book signing for Kodiaks local author Keith Rogan on October 5th
- Currently producing the Kodiak Community Fold out Map that will be available to local businesses.
- Attended the Alaska Air open house to learn about the new Q400 and changes in services to the Kodiak area.
- Held an open forum discussion for the Kodiak Non-Profit Networking Coalition & KICVB Board to learn about upcoming health care changes.

Participating In:

The Downtown Beautification Committee: We are a committee trying to revitalize Kodiak's downtown. Discover Kodiak will be serving on the economic development portion and assisting with ideas to make our downtown a more welcoming, safe place for locals and visitors.

Have continued serving on the Chamber of Commerce Board of Directors, the Kodiak Non-Profit Coalition, and also the Kodiak Island Local Emergency Planning Committee.

Work with Fish & Game to produce an interactive plaque in front of the visitor center.

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Afognak Native Corporation
215 Mission Road, Suite 212
Kodiak, Alaska 99615
(907) 486-6014 • fax (907) 486-2514
karl@afognak.com

March 21, 2013

Aimée Kniaziowski, City Manager
City of Kodiak
710 Mill Bay Road, Room 220
Kodiak, Alaska 99615

Re: Near Island/Purchase and Lease Options for City-Owned Property

Dear Ms. Kniaziowski:

As you have requested, I write on behalf of Afognak Native Corporation to reaffirm and follow-up on what we have previously discussed regarding Near Island. Afognak is currently constructing its Kodiak headquarters building on Near Island on Tract D-1B, which Afognak owns. The City of Kodiak owns real property, approximately 15,000 square foot portion of USS 4947, adjacent to Tract D-1B which is the only lot located between Afognak's property and the Near Island Channel.

Afognak's Near Island headquarters will be important not only because it will be of significant architectural and artistic merit, but because it will have considerable cultural and economic impacts on the Afognak shareholders residing on Kodiak Island and the City of Kodiak itself. For these reasons, it is essential to Afognak that its headquarters' views of the Near Island Channel and the City be preserved. Afognak proposes to do so by either purchasing or leasing the portion of the City's Near Island property adjacent to Tract D-1B.

Afognak has been on record with the City for many years as being interested in acquiring the City's property adjacent to Tract D-1B. In March of 2007, Jana Turvey of Afognak met with your predecessor as City Manager, Linda Freed, and made known Afognak's desire to acquire any part of Tract D-1 not used for a ferry terminal. Attached is an April 16, 2007, letter from Ms. Turvey to Ms. Freed confirming the discussion at that meeting. Later, on April 30, 2009, Ms. Turvey met with you and Ms. Freed to again discuss the City's land adjacent to Afognak's property on Near Island. Attached is Ms. Turvey's May 26, 2009, letter to you in which Afognak expressly stated its desire to have a "first option for purchase" of the City's adjacent land.

Afognak's interest in the City's Near Island property is thus not a frivolous or "spur of the moment" desire. Instead, Afognak's long record of discussions with the City on this issue demonstrates Afognak's seriousness and desire to come to an accommodation for the benefit of both Afognak and the City.

Therefore, by this letter and as we have discussed, Afognak again formally requests that it be given a right of first refusal to purchase the City's property adjacent to Tract D-1B. We understand that the City of Kodiak has imposed a freeze on the disposal of its real property until it can review its procedures. However, we believe there is no reason why an agreement for a right of first refusal in the event of a sale for the Near Island property cannot be negotiated by Afognak and the City prior to the finalization of the City's land disposal procedures.

In the alternative, and as we have also discussed, Afognak would be interested in a long-term lease with the City for the adjacent Near Island property. Afognak would also like to include a right of first refusal to purchase the property as part of the lease.

Please present Afognak's offers for the right of first refusal option and the lease option to the City Council for their consideration.

Afognak appreciates your prior statements to me expressing an understanding of our objectives and the reasonableness of our requests. We would of course be pleased to discuss this further with you and the City Council, and to provide such additional information you or the City Council need to review and consider the options presented in this letter. In the meantime, please do not hesitate to contact me if you have any questions regarding this matter.

Thank you,



Karl McLaughlin
Sr. VP IT and Lands

Enclosures as stated

CC: Dick Hobbs, President/CEO
Dean Clowers, EVP



Afognak Native Corporation

215 Mission Road, Suite 212
Kodiak, Alaska 99615
(800) 770-6014 • (907) 486-6014
Fax (907) 486-2514

April 16, 2007

Ms. Linda Freed, City Manager
City of Kodiak
710 Mill Bay Road, Room 220
Kodiak, AK 99615

Dear Ms. Freed,

The purpose of this letter is to follow up on our discussion on March 27, 2007 regarding our right of first refusal on the lots located on Near Island identified on U.S. Survey 4947 as Tracts D-2 & D-3, and Lot 1.

As discussed in our original request, final land selection will require a replat of the subject property on Near Island. We would like to exercise our option on Lot D-2 and replat the lot to include any portion of Lot D-1 that will not be used for the new ferry terminal. If it is determined that the new ferry terminal will require all of Lot D-1, then we would like to replat Lot D-2 to include either a portion of or Lot D-3 in its entirety. Again, we will not know the final configuration until such time as the State Department of Transportation has finalized their plans for Lot D-1. We are not interested in Lot 1 at this time.

Afognak Native Corporation is very excited about this project and look forward to finalizing our agreement with the City of Kodiak.

If you have any questions, or require additional information, please feel free to give me a call.

Sincerely,

Jana Turvey
Sr. V.P. for Kodiak Corporate Affairs

CC. Dean Clowers
Sr. V.P of Operations



Afognak Native Corporation

215 Mission Road, Suite 212

Kodiak, Alaska 99615

(800) 770-6014 • (907) 486-6014

Fax (907) 486-2514

May 26, 2009

Ms. Aimee Kniaziowski, City Manager
City of Kodiak
710 Mill Bay Road, Room 220
Kodiak, AK 99615

Dear Ms. Kniaziowski,

It was very nice to meet you and thank you for providing me the opportunity to sit down with you and Linda Freed on April 30. The purpose of this letter is to follow up on our discussion regarding the development activity on Near Island and in particular, the land adjacent to ANC's property which the State Marine Highway System has recently vacated as an option for the new ferry terminal and dock.

As I understood our conversation, the City intends to conduct a thorough planning process and develop a comprehensive approach addressing its remaining water front properties – the now vacated land on Near Island, Pier 1, Pier 2, Pier 3, the Transient Float and property off the "spit". September is the target date to be sending out a request for proposal (RFP) to conduct this study with the anticipation it gets accomplished over the winter months. Once the RFP is awarded and the planning moves forward, ANC would like the opportunity to participate in the City's process and to be engaged as it moves forward.

In addition, Afognak Native Corporation would like to "go on the record" with you as the new City Manager and with the City Council as being interested in the land that the State Marine Highway System has now vacated, and should that land become available for acquisition, ANC would like first option for purchase. We understand that it is unknown at this point how much, if any, of that land will come up for sale until after this process is completed and prior to any sale, it will need to be subdivided, platted and appraised.

If you have any questions, please feel free to contact either myself [jana@afognak.com, (907) 481-2107] or Dean Clowers, Executive Vice-President [dclowers@alutiiq.com, (907) 222-9582]. We look forward to working with the City of Kodiak on this project.

Sincerely,

Jana Turvey
V.P. for Corporate Affairs

CC: Dick Hobbs, President/CEO
Dean Clowers, EVP
Karl McLaughlin, SVP IT

TAX CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE KODIAK ISLAND BOROUGH, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE KODIAK ISLAND BOROUGH ARE PAID IN FULL DATED AT KODIAK, ALASKA, THIS 5th DAY OF March, 2008

Nora Omin
KODIAK ISLAND BOROUGH CLERK



VICINITY MAP
1" = 500'

2008-2 20-
KODIAK REC DIST
Date 3/5 2008
Time 10:25 A.M.
Requested By K.T.B.
Address Kodiak

OWNERSHIP AFFIDAVIT

I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON. I (WE) HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS AND OTHER PUBLIC AREAS SHOWN HEREON.

Debra L. Marlar March 3, 2008
FOR THE CITY OF KODIAK DATE



NOTARY'S ACKNOWLEDGEMENTS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3
DAY OF March 2008
Debra L. Marlar with office
NOTARY FOR ALASKA MY COMMISSION EXPIRES

PLAT APPROVAL

KODIAK ISLAND PLANNING AND ZONING COMMISSION
RECEIVED 12-9-2007 APPROVED 3-3-2008
CHAIR David C. Ky DATE 3-4-2008
THIS IS TO CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE KODIAK ISLAND BOROUGH CODE THIS 5th DAY OF March 2008
MANAGER Charles G. Conroy Jr. DATE 3-5-08
CLERK Nora Omin DATE 3-5-08
Charles G. Conroy Jr. 3/04/08
COMMUNITY DEVELOPMENT DIRECTOR DATE



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENTS AND IMPROVEMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 3/7/08 REGISTRATION NO. 5777
I. G. BERGEL REGISTERED LAND SURVEYOR



NEAR ISLAND CHANNEL

TRACT D-1B
2.16 ACRES

DOG SALMON BAY ROAD

NOTE: THIS PORTION OF TRACT D-1 IS A REVERSION TO ACREAGE

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS PLAT 93-27

- LEGEND**
- ⊕ FOUND AL. CAP ON 5/8" REB
 - SET AL. CAP ON 5/8" REBAR
 - ANGLE OR DIMENSION POINT
 - FOUND MONUMENT AS SHOWN



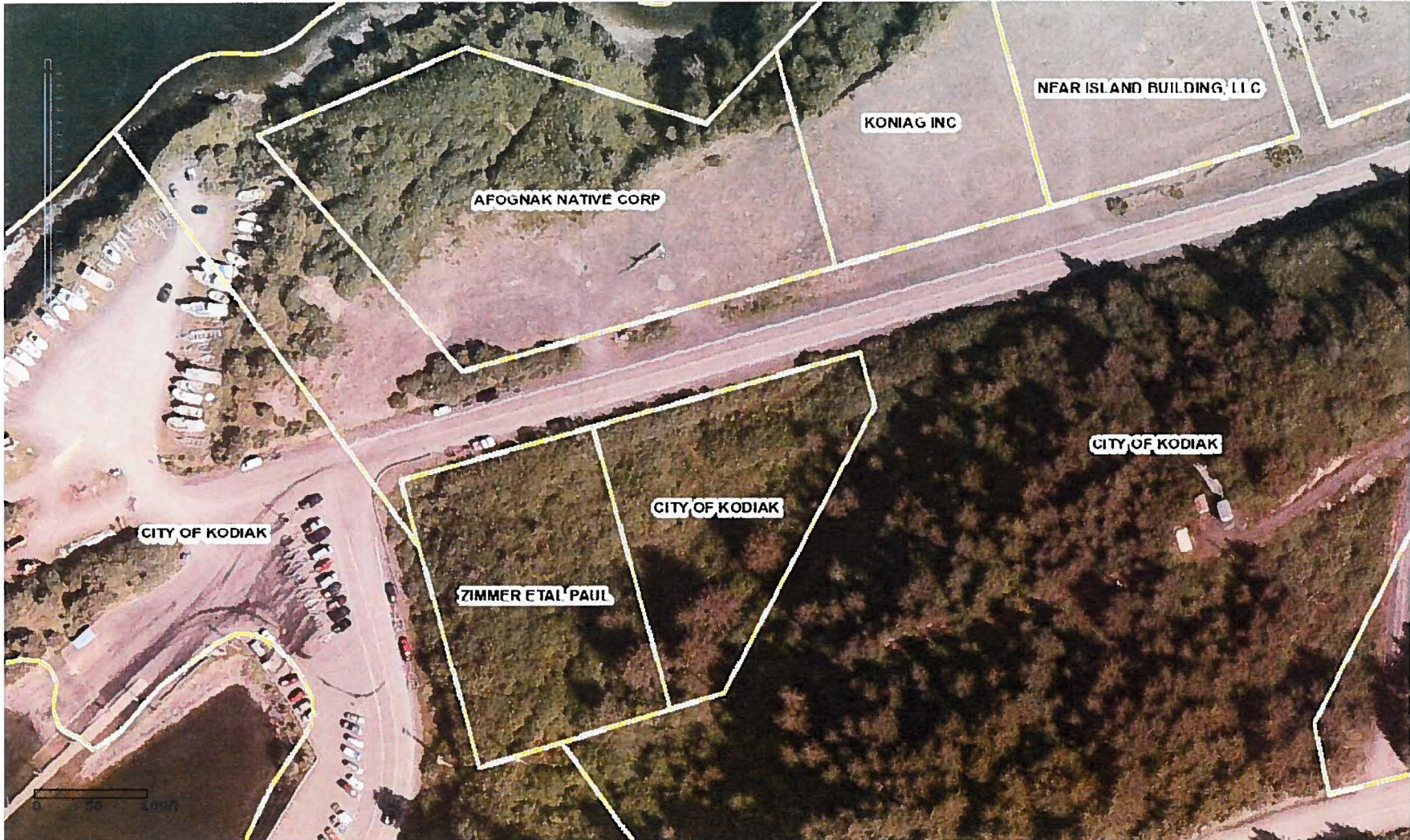
HORIZON LAND SURVEYING INC.
P.O. BOX 1945
KODIAK ALASKA 99615
(907) 486-6506

VACATION: OF TRACTS D-1 AND D-2 OF THE SUBDIVISION OF TRACT D WITHIN U.S. SURVEYS 2261 AND 4947 ON NEAR ISLAND ACCORDING TO PLAT 93-27 IN THE KODIAK RECORDING DISTRICT KODIAK ALASKA
REPLAT TO: TRACT D-1B OF U.S. SURVEY 4947
FOR: THE CITY OF KODIAK, ALASKA
P.O. BOX 1397
KODIAK, ALASKA 99615
SCALE: 1" = 50'
DATE: FEBRUARY 21st 2008
DRAWN BY: I.G.B.
SHEET: 1 OF 1

Details | Add | Basemap | Save | Share | Print | Measure | Bookmarks

QHZ # DS#

VLT



24

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CITY OF KODIAK
QUARTERLY FINANCIAL STATUS REPORT

Quarter Ending September 30, 2013

Prepared by the Finance Department

This report summarizes the City's overall financial position for the period of July 1, 2013 through September 30, 2013. While focus of this report is the General Fund, the financial status of the Harbor and Public Works Enterprise Funds are included. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting Principles (GAAP).

Amended Budget and Revenue Estimates

The adopted budget is presented with the amended budgeted including all supplemental adjustments. Prior fiscal year 2013 revenues and expenses are presented as comparisons to fiscal year 2014.

General Fund Balance

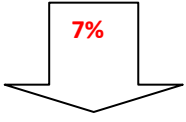
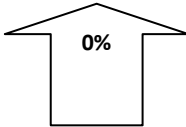
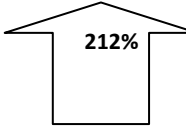
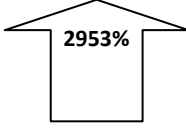
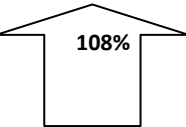
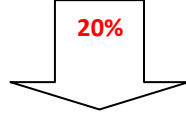
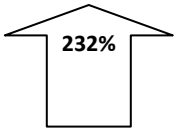
General Fund Balance	Adopted Budget	Amended Budget	YTD Actual	Actual/ Amended
Revenues	\$ 17,875,110	\$ 17,875,110	\$ 2,126,688	12%
Expenditures	17,031,537	17,031,537	3,315,666	19%
Other Sources (Uses)				
Transfers In	-	-	-	0%
Transfers Out	1,999,805	1,999,805	1,947,135	97%
Use of Fund Balance	(1,156,232)	(1,156,232)	(3,136,113)	271%
Fund Balance Beginning of Year	8,572,839	8,572,839	8,572,839	
Assigned	1,156,232	1,156,232	1,156,232	
Unassigned	3,421,785	3,421,785	1,441,904	
Reserve - 2 months of operating expense	2,838,590	2,838,590	2,838,590	
Total Fund Balance Year to Date	\$ 7,416,607	\$ 7,416,607	\$ 5,436,726	\$(1,979,881)


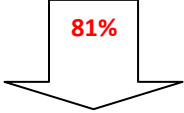

As of September 30, 2013, General Fund revenues were at 12% of the amended budget, while expenditures were at 19%. As of September 30, 2013 actual expenses have exceeded actual revenues by \$3,136,113. Overall the General Fund fund balance decreased by \$1,979,881.

The current Fund Balance of \$5,436,726 represents assigned for fiscal year 2014 of \$1,156,232 and \$3,781,494 unassigned. Assigned amounts are the use of fund balance for the fiscal year

2014. Unassigned amounts are for the use of operations, transfers, bond payments and reserves. The fund balance is currently lower than estimated.

General Fund Revenues – FY 2014 Compared to FY 2013

	<p><u>Sales Tax (\$118,139)</u> – Sales Tax revenue received through September 30, 2013 decreased 7% or by \$9,472 from fiscal year 2013 during the same time frame. The Sales Tax was increased from 6% to 7% effective October 1, 2012 so the increased tax has been reported from October 2012 through September 2013.</p>
	<p><u>Property Taxes (\$0)</u> – The City is located within the Kodiak Island Borough, which acts as the City’s agent in billing and collection of property taxes. Tax bills are mailed on or before July 1 and are payable in two installments on August 15th and November 15th. The Kodiak Island Borough has not remitted any City property tax for the current fiscal year as of September 30, 2013. In the same time period last year the City has received \$0. The City is anticipating receiving payment from the KIB shortly.</p>
	<p><u>Licenses & Permits (\$37,314)</u> – Licenses & Permits consist of taxi, building, electric, plumbing, animal and other. Licenses & Permits increased 212% or by \$25,370 from the previous year during the same time frame. There were increases in building permits (323%), an increase in taxi (243%), and an increase in plumbing (6%).</p>
	<p><u>Intergovernmental Revenue (\$414,423)</u> – Intergovernmental revenue consists of grant revenue and state revenue sharing. Intergovernmental revenue increased 2953% or by \$400,847 from the previous year during the same time frame. The largest increase was in State Revenue sharing due to a timing issue where last year the funds were received after September 2012. Last year the State Revenue sharing was \$572,306 or \$170,342 higher than the current year.</p>
	<p><u>Charges for Services (\$654,042)</u> – Charges for services consist of fees charged for Police, services the City performs for the Kodiak Island Borough (KIB), Fire, Parks & Recreation, Library and other miscellaneous fees. Charges for services increased 108% or by \$339,393 from the previous year during the same time frame. Police increased 112% or \$319,683, KIB decreased 8% or \$342, Fire increased 215% or \$10,391, Parks & Recreation decreased 16% or \$2,803, Library increased 151% or \$3,719, Public Works Services increased \$8,694 and other increased 100% or \$50.</p>
	<p><u>Fines & Forfeitures (\$2,230)</u> – Fines & Forfeitures consist of fines from violations. Fines & Forfeitures decreased 20% or \$547 from the previous year during the same time frame. There has been a decrease in the revenue from court fines and state payments.</p>
	<p><u>Interest (\$3,393)</u> – Interest earning consist of interest from investments based on the City code. Investments increased 232% or \$2,372 from the previous year during the same time frame. Interest is earned and tracked in a central treasury and allocated quarterly to each fund. Interest rates have begun to increase slowly.</p>

	<p><u>Rents & Royalties (\$66,312)</u> – Rents & Royalties consist of revenue generated from rental agreements and borrow permits. Rents & Royalties increased 22% or \$11,757 from the previous year during the same time frame.</p>
	<p><u>Miscellaneous (\$636)</u> – Miscellaneous consists of revenues from the surplus sale of fixed assets and other revenue. Miscellaneous increased 81% or \$2,731 from the previous year during the same time frame. The City had a successful vehicle surplus sale in FY 2013 in the fall and generated revenue from the sale.</p>
	<p><u>Interfund Charges (\$830,199)</u> – Interfund charges consist of amount paid to the General Fund for administration and financial services from Enterprise Funds. Interfund charges increased 2% or \$16,564 from the previous year during the same time frame.</p>

GENERAL FUND

REVENUE COMPARISON – BUDGET TO ACTUAL

Revenue Comparison - Budget to Actual						
	Adopted Budget	Amended Budget	YTD Revenue	Budget - YTD	% Received	Prior Year
Taxes						
Property Tax	\$ 773,500	\$ 773,500	\$ -	\$ 773,500	0%	\$ -
Sales Tax	11,630,000	11,630,000	118,139	11,511,861	1%	127,611
Total Taxes	12,403,500	12,403,500	118,139	12,285,361	1%	127,611
Licenses & Permits						
Taxi Permits	800	800	1,115	(315)	139%	325
Building Permits	60,000	60,000	34,106	25,894	57%	8,063
Electric Permits	7,000	7,000	665	6,335	10%	1,230
Plumbing Permits	4,000	4,000	563	3,437	14%	531
Animal Licenses	5,000	5,000	815	4,185	16%	1,745
Other Licenses	-	-	50	(50)		50
Total Licenses & Permits	76,800	76,800	37,314	39,486	49%	11,944
Intergovernmental Revenue						
PERS Relief	804,708	804,708	-	804,708	0%	-
State Revenue Sharing	400,065	400,065	401,964	(1,899)	100%	-
Fish Tax Dept of Rev	1,253,000	1,253,000	-	1,253,000	0%	-
Fish Tax DCED (Shared)	50,000	50,000	-	50,000	0%	-
Fuel Tax Sharing	7,075	7,075	5,859	1,216	83%	7,075
Alcohol Beverage Sharing	15,000	15,000	-	15,000	0%	-
Utility Revenue Sharing	38,100	38,100	-	38,100	0%	-
Grants	21,500	21,500	6,600	14,900	31%	6,500
Total Intergovernmental	2,589,448	2,589,448	414,423	2,175,025	16%	13,575
Charges for Services						
Police	1,275,993	1,275,993	604,605	671,388	47%	284,922
Kodiak Island Borough	152,000	152,000	4,094	147,906	3%	4,436
Fire	77,000	77,000	15,234	61,766	20%	4,843
Parks & Recreation	100,000	100,000	15,129	84,871	15%	17,932
Library	18,000	18,000	6,186	11,815	34%	2,466
Public Works Services	10,000	10,000	8,694	1,306	87%	-
Other	200	200	100	100	50%	50
Total Charges for Services	1,633,193	1,633,193	654,042	979,151	40%	314,649
Fines & Forfeits	20,500	20,500	2,230	18,270	11%	2,777
Interest & Investments	45,000	45,000	3,393	41,607	8%	1,022
Rentals from Others	180,000	180,000	66,312	113,688	37%	54,555
Other Revenue	43,800	43,800	636	43,164	1%	3,367
Interfund Charges	882,869	882,869	830,199	52,670	94%	813,635
Use of Fund Balance	1,156,232	1,156,232	-	1,156,232	0%	-
Transfer In	-	-	-	-		-
Total Revenue	\$ 19,031,342	\$ 19,031,342	\$ 2,126,688	\$ 16,904,654	11%	\$ 1,343,134

GENERAL FUND

REVENUE COMPARISON – CURRENT YEAR TO PRIOR YEAR

Revenue Comparison - Budget to Actual					
	YTD Revenue	Prior Year Revenue	Current - Prior Year	% Variance	
Taxes					
Property Tax	\$ -	\$ -	\$ -		
Sales Tax	118,139	127,611	\$ (9,472)		-7%
Total Taxes	118,139	127,611	(9,472)		-7%
Licenses & Permits					
Taxi Permits	1,115	325	\$ 790		243%
Building Permits	34,106	8,063	\$ 26,043		323%
Electric Permits	665	1,230	\$ (564)		-46%
Plumbing Permits	563	531	\$ 32		6%
Animal Licenses	815	1,745	\$ (930)		-53%
Other Licenses	50	50	\$ -		0%
Total Licenses & Permits	37,314	11,944	25,370		212%
Intergovernmental Revenue					
PERS Relief	-	-	\$ -		
State Revenue Sharing	401,964	-	\$ 401,964		
Fish Tax Dept of Rev	-	-	\$ -		
Fish Tax DCED (Shared)	-	-	\$ -		
Fuel Tax Sharing	5,859	7,075	\$ (1,217)		-17%
Alcohol Beverage Sharing	-	-	\$ -		
Utility Revenue Sharing	-	-	\$ -		
Grants	6,600	6,500	\$ 100		2%
Total Intergovernmental	414,423	13,575	400,847		2953%
Charges for Services					
Police	604,605	284,922	\$ 319,683		112%
Kodiak Island Borough	4,094	4,436	\$ (342)		-8%
Fire	15,234	4,843	\$ 10,391		215%
Parks & Recreation	15,129	17,932	\$ (2,803)		-16%
Library	6,186	2,466	\$ 3,719		151%
Public Works Services	8,694	-	\$ 8,694		
Other	100	50	\$ 50		100%
Total Charges for Services	654,042	314,649	339,393		108%
Fines & Forfeits	2,230	2,777	\$ (547)		-20%
Interest & Investments	3,393	1,022	\$ 2,372		232%
Rentals from Others	66,312	54,555	\$ 11,757		22%
Other Revenue	636	3,367	\$ (2,731)		-81%
Interfund Charges	830,199	813,635	\$ 16,564		2%
Use of Fund Balance	-	-	\$ -		
Transfer In	-	-	\$ -		
Total Revenue	\$ 2,126,688	\$ 1,343,134	\$ 783,553		58%

GENERAL FUND

EXPENDITURE STATUS – BUDGET TO ACTUAL

	Adopted Budget	Amended Budget	YTD Expense	Budget - YTD	% Used	Prior Year
Salaries & Wages	\$ 6,867,179	\$ 6,867,179	\$ 1,251,138	\$ 5,616,041	18%	\$ 1,254,076
Employee Benefits	5,308,960	5,308,960	913,613	4,395,347	17%	872,601
Professional Services	1,045,956	1,045,956	202,155	843,801	19%	183,278
Contributions	293,500	293,500	142,727	150,774	49%	171,796
Support Goods & Services	2,010,571	2,010,571	524,122	1,486,449	26%	469,662
Utility Services	629,132	629,132	77,145	551,987	12%	83,254
Administrative Services	36,000	36,000	3,723	32,277	10%	5,389
Capital Outlays	390,249	390,249	42,320	347,929	11%	42,544
Interest Expense	529,990	529,990	177,495	352,495	33%	-
Transfers Out	1,999,805	1,999,805	1,947,135	52,670	97%	1,284,365
Allocated Expenses	(80,000)	(80,000)	(18,772)	(61,228)	23%	-
Total Expenses	\$ 19,031,342	\$ 19,031,342	\$ 5,262,801	\$ 13,768,541	28%	\$ 4,366,963

GENERAL FUND

EXPENSE COMPARISON – CURRENT YEAR TO PRIOR YEAR

	YTD Expense	Prior Year Expense	Current - Prior Year	%	Variance
Salaries & Wages	\$ 1,251,138	\$ 1,254,076	\$ (2,938)		0%
Employee Benefits	913,613	872,601	41,012		5%
Professional Services	202,155	183,278	18,877		10%
Contributions	142,727	171,796	(29,070)		-17%
Support Goods & Services	524,122	469,662	54,461		12%
Utility Services	77,145	83,254	(6,109)		-7%
Administrative Services	3,723	5,389	(1,665)		-31%
Capital Outlays	42,320	42,544	(224)		-1%
Interest Expense	177,495	-	177,495		
Transfers Out	1,947,135	1,284,365	662,770		52%
Allocated Expenses	(18,772)	-	(18,772)		
Total Expenses	\$ 5,262,801	\$ 4,366,963	895,837		21%

Grand Totals	YTD
2014 Actual Revenue Totals	\$ 2,126,688
2014 Actual Expense Totals	\$ 5,262,801
2014 Balance	<u>\$ (3,136,113)</u>

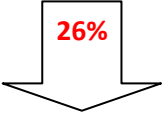
ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the City of Kodiak's City Council is that the costs of providing goods and services to the public on a continuing basis be financed or recovered primarily through user charges; or where the City Council has decided that periodic determination of net income is appropriate for accountability purposes. The following is a list of the various enterprise funds:

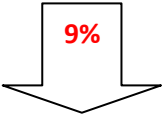
- **Cargo Terminal Fund – Major Fund**
This fund accounts for all activity of the City owned and operated cargo terminal, which includes a warehouse and piers.
- **Boat Harbor Fund – Major Fund**
This fund accounts for all activity for the Port of Kodiak, which is City owned and operated and includes two harbors.
- **Shipyards Fund – Major Fund**
This fund accounts for all activity for the Shipyards Facility which is City owned and operated.
- **Harbor Electric Fund – Non Major Fund**
This fund accounts for the use of electrical power for the Boat Harbor, which is City owned and operated and includes two harbors.
- **Water Utility Fund – Major Fund**
This fund accounts for all activity of the City owned and operated water utility.
- **Sewer Utility Fund – Major Fund**
This fund accounts for all activity of the City owned and operated sewer utility.

Cargo Fund

Cargo Fund Revenues

 <p>26%</p>	<p>Overall Cargo Revenues are down 26% or \$104,554 from last year for the same time period.</p> <p>Intergovernmental Revenue is not recorded until the end of the fiscal year when the state releases the final report and can be contributed to the PERS on-behalf payments from the State which is also expensed at the same amount in the employee benefits category.</p> <p>Charges for Services decreased 34% overall or \$118,378. The largest decreases were in cruise ship revenue at 60% or \$29,650, wharfage and handling at 44% or \$82,827, and dockage at Pier III at 21% or \$7,753. There was a 3% increase in Pier III lease of \$1,852.</p> <p>Interest Income increase at 90% or \$1,072 as interest rates have begun to increase.</p> <p>Rents increased at 25% or \$12,752 with warehouse rentals increasing at 2% and van storage rentals increasing however there was no van storage rental revenue for last year due to timing issues of when it was recorded.</p> <p>Miscellaneous Revenue There was no miscellaneous revenue recorded in the first quarter.</p>
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Cargo Fund Expenses

 <p>9%</p>	<p>Overall Cargo Expenses were down 9% or \$38,427 from last year for the same time period.</p> <p>Salaries and Wages decreased 14% or \$5,066.</p> <p>Employee Benefits decreased 6% or \$1,947.</p> <p>Professional Services decreased at 100% or \$395. There were no professional services expensed in the first quarter of FY 2014.</p> <p>Support Goods & Services decreased at 59% or \$39,716 overall. The largest decrease was in insurance at 61% or \$39,894 based on the corrected allocation of property to the fund, repairs and maintenance at 95% or \$801 and vehicle fuel at 56% or \$92. There was an increase in supplies at 43% or \$118.</p> <p>Utility Services increased at 7% or \$232 overall. Garbage increased at 23% or \$385, electric increased at 32% or \$276, and sewer decreased at 57% or \$430.</p> <p>Administrative Services remained the same with no services in the first quarter.</p> <p>Capital Outlays remained the same with no capital purchased in the first quarter.</p> <p>Depreciation Expense was the same in both fiscal years.</p> <p>Interfund Charges increased at 5% or \$8,464 and are the charges allocated for general fund for administrative services and harbor master services. The allocation was adjusted between funds in the FY 2014 budget and may be up or down in each fund, but overall increased based on budgeted administrative costs at 2%.</p>
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Cargo Fund

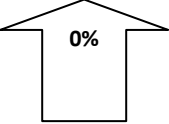
Cargo Fund	Amended Budget	YTD	Prior Year	Current - Prior Year	% Variance
REVENUES					
Intergovernmental Revenue	\$ 20,050	\$ -	\$ -	\$ -	
Charges for Services	970,000	230,001	348,379	(118,378)	-34%
Interest	7,000	2,264	1,192	1,072	90%
Rents	245,000	63,211	50,459	12,752	25%
Miscellaneous	-	-	-	-	
Use of Fund Balance	(189,375)	-	-	-	0%
Transfer In	-	-	-	-	0%
Total Revenues	\$ 1,052,675	\$ 295,476	\$ 400,030	\$ (104,554)	-26%
EXPENSES					
Salaries & Wages	\$ 161,730	\$ 30,456	\$ 35,522	\$ (5,066)	-14%
Employee Benefits	142,435	28,468	30,415	(1,947)	-6%
Professional Services	16,500	-	395	(395)	-100%
Support Goods & Services	79,606	27,064	66,780	(39,716)	-59%
Utility Services	28,000	3,498	3,265	232	7%
Administrative Services	-	-	-	-	
Capital Outlays	-	-	-	-	
Depreciation	442,670	111,107	111,107	-	0%
Interest Expense	-	-	-	-	
Inter-fund	181,734	181,734	173,270	8,464	5%
Transfers Out	-	-	-	-	
Total Expenses	\$ 1,052,675	\$ 382,326	\$ 420,754	\$ (38,427)	-9%
TOTAL REVENUES OVER EXPENDITURES	\$ -	\$ (86,851)	\$ (20,723)	\$ (66,127)	

Net Assets:

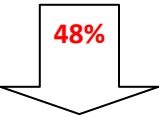
Invested in capital assets, net of related debt	\$ 5,852,714	\$ 5,852,714
Restricted for debt service	-	-
Vehicle Replacement Fund	-	-
Unrestricted (deficit)	5,177,711	5,264,561
Total Net Assets	\$ 11,030,425	\$ 11,117,276

Harbor Fund

Harbor Fund Revenues

 <p>0%</p>	<p>Overall Harbor Revenues are up at less than 1% or \$3,345 from last year for the same time period.</p> <p>Intergovernmental Revenue is not recorded until the end of the fiscal year when the state releases the final report and can be contributed to the PERS on-behalf payments from the State which is also expensed at the same amount in the employee benefits category.</p> <p>Charges for Services increased less than 1% or \$1,659 overall. There were no rate increases implemented in the FY 2014 budget and revenues are stable.</p> <p>Interest Income increase at 5% or \$208 as interest rates have begun to increase.</p> <p>Rents decreased at 33% or \$1,301 which was generated by rental from the AMHS office rental. The FY 2014 rent is behind one month.</p> <p>Miscellaneous Revenue decreased at 91% or \$2,630 due to reimbursement from utilities adjustments in FY 2013.</p> <p>Interfund Revenues decreased at 1% or \$1,281. These are revenues from allocations based on harbor services to the Cargo, Shipyard and Electric funds.</p>
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Harbor Fund Expenses

 <p>48%</p>	<p>Overall Harbor Expenses were down 48% or \$876,882 from last year for the same time period. The main reason for this is a transfer to the shipyard in the amount of \$819,768 that occurred in FY 2013 but not in FY 2014.</p> <p>Salaries and Wages increased 5% or \$7,306.</p> <p>Employee Benefits increased 9% or \$8,747.</p> <p>Professional Services decreased at 11% or \$2,555. In fiscal year 2013 Marina ware was paid for services to the Harbor billing application in the amount of \$2,159. Credit Card fees decreased at 1% or \$131.</p> <p>Community Contributions decreased at 56% or \$5,056. Community promotions decreased at 48% or \$2,294 for expos that the Harbor attends, and Chamber of Commerce payments from the AMHS rental was less due to timing issues. The rental revenue received by AMHS is passed on to the Chamber as they are responsible for the operations of the City owned building.</p> <p>Support Goods & Services decreased at 10% or \$12,466 overall. The largest decrease was in repairs and maintenance at 34% or \$6,380 and postage with a decrease at 87% or \$4,326. There were increases in vehicle fuel at 605% or \$3,145, and supplies at 67% or \$535.</p> <p>Utility Services increased at 8% or \$2,502 overall. Electric decreased at 35% or \$1,891, fuel increased at 48% or \$283, and garbage increased at 23% or \$4,304.</p> <p>Administrative Services remained the same with few services in the first quarter.</p> <p>Capital Outlays decreased at 100% or \$5,769. There were no capital outlays in the first quarter of FY 2014. Computers were purchased in the first quarter of FY 2013.</p>
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	<p>Depreciation Expense was relatively the same in both fiscal years.</p> <p>Interest Expense decreased at 2% or \$1,050. This expense is the interest expense for the revenue bonds owed by the Harbor Fund.</p> <p>Interfund Charges increased at 28% or \$49,359 and are the charges allocated for general fund for administrative services. The allocation was adjusted between funds in the FY 2014 budget and may be up or down in each fund, but overall increased based on budgeted administrative costs at 2%.</p> <p>Transfer Out Expense decreased at 100% or \$819,768 which was a transfer from the Harbor Fund to the Shipyard Fund for Shipyard operational expenses in FY 2013. There is no budgeted transfer in FY 2014.</p>
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Harbor Fund

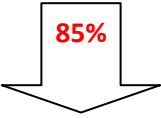
Harbor Fund	Amended Budget	YTD	Prior Year	Current - Prior Year	% Variance
REVENUES					
Intergovernmental Revenue	\$ 91,836	\$ -	\$ -	\$ -	
Charges for Services	\$ 2,201,000	\$ 1,010,454	\$ 1,008,795	\$ 1,659	0%
Interest	\$ 14,000	\$ 4,343	\$ 4,135	\$ 208	5%
Rents	\$ 16,500	\$ 2,602	\$ 3,902	\$ (1,301)	-33%
Miscellaneous	\$ 7,300	\$ 272	\$ 2,902	\$ (2,630)	-91%
Interfund Charges	\$ 167,730	\$ 166,449	\$ 167,730	\$ (1,281)	-1%
Use of Fund Balance	\$ 988,384	\$ -	\$ -	\$ -	
Transfer In	\$ -	\$ -	\$ -	\$ -	
Total Revenues	\$ 3,486,750	\$ 1,184,120	\$ 1,187,465	\$ (3,345)	0%
EXPENSES					
Salaries & Wages	\$ 784,510	\$ 151,292	\$ 143,986	\$ 7,306	5%
Employee Benefits	\$ 602,559	\$ 105,600	\$ 96,853	\$ 8,747	9%
Professional Services	\$ 83,000	\$ 21,038	\$ 23,593	\$ (2,555)	-11%
Contributions	\$ 21,500	\$ 3,981	\$ 9,037	\$ (5,056)	-56%
Support Goods & Services	\$ 250,218	\$ 118,310	\$ 130,776	\$ (12,466)	-10%
Utility Services	\$ 160,000	\$ 33,050	\$ 30,548	\$ 2,502	8%
Administrative Services	\$ -	\$ 69	\$ -	\$ 69	
Capital Outlays	\$ 51,500	\$ -	\$ 5,769	\$ (5,769)	-100%
Depreciation	\$ 1,318,490	\$ 330,828	\$ 330,312	\$ 516	0%
Interest Expense	\$ 88,722	\$ 44,911	\$ 45,961	\$ (1,050)	-2%
Inter-fund	\$ 126,251	\$ 126,251	\$ 175,610	\$ (49,359)	-28%
Transfers Out	\$ -	\$ -	\$ 819,768	\$ (819,768)	-100%
Total Expenses	\$ 3,486,750	\$ 935,330	\$ 1,812,212	\$ (876,882)	-48%
TOTAL REVENUES OVER EXPENDITURES	\$ -	\$ 248,790	\$ (624,748)	\$ 873,538	

Net Assets:

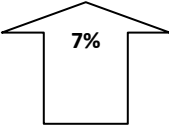
Invested in capital assets, net of related debt	\$ 12,407,830	\$ 12,407,830
Restricted for debt service	-	129,581
Vehicle Replacement Fund	7,441	7,441
Unrestricted (deficit)	1,505,578	1,256,788
Total Net Assets	\$ 13,920,849	\$ 13,801,640

Shipyard Fund

Shipyard Fund Revenues

 <p>85%</p>	<p>Overall Shipyard Revenues are down 85% or \$822,914 from last year for the same time period. The main reason for this is a transfer from the Harbor Fund in the amount of \$819,768 that occurred in FY 2013 but not in FY 2014.</p> <p>Intergovernmental Revenue is not recorded until the end of the fiscal year when the state releases the final report and can be contributed to the PERS on-behalf payments from the State which is also expensed at the same amount in the employee benefits category.</p> <p>Charges for Services decreased at 4% or \$5,841 overall. The largest decreases was in vendor fees at 89% or \$4,000, and lay days with a decrease at 34% or \$17,906, yard services decreased at 47% or \$7,900, electric charges decreased at 28% or \$2,750, haul and launch and block increased at 29% or \$17,007, and pressure wash increased at 89% or \$2,000. The rates for the Shipyard were adjusted in April 2013 with a 20% increase in some areas.</p> <p>Interest Income increase at 943% or \$596 as interest rates have begun to increase and the Shipyard maintained a positive cash balance.</p> <p>Miscellaneous Revenue increased at 700% or \$2,100.</p> <p>Transfer In decreased at 100% or \$819,768 which is a transfer from the Harbor Fund to the Shipyard Fund for Shipyard operational expenses in FY 2013 with no transfers in FY 2014.</p>
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Shipyard Fund Expenses

 <p>7%</p>	<p>Overall Shipyard Expenses were up 1% or \$11,834 from last year for the same time period.</p> <p>Salaries and Wages decreased at 9% or \$2,046.</p> <p>Employee Benefits increased at 5% or \$828.</p> <p>Professional Services decreased at 5% or \$210. These expenses were for work dealing with the lift machine.</p> <p>Support Goods & Services increased at 117% or \$17,195 overall. The largest increase was in insurance at 1251% or \$18,767 based on the corrected allocation of property to the fund.</p> <p>Utility Services decreased at 38% or \$1,729 overall. Electric decreased at 45% or \$1,671, and garbage decreased at 7% or \$57.</p> <p>Depreciation Expense was relatively the same in both fiscal years.</p> <p>Interest Expense decreased at 2% or \$2,200. This expense is the interest expense for the revenue bonds owed by the Shipyard Fund.</p> <p>Interfund Charges increased at 14% or \$22,384 and are the charges allocated for general fund for administrative services and harbor master services. The allocation was adjusted between funds in the FY 2014 budget and may be up or down in each fund, but overall increased based on budgeted administrative costs at 2%.</p>
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Shipyard Fund

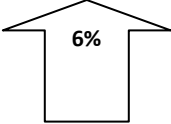
Shipyard Fund	Amended Budget	YTD	Prior Year	Current - Prior Year	% Variance
REVENUES					
Intergovernmental Revenue	\$ 13,290	\$ -	\$ -	\$ -	
Charges for Services	\$ 709,000	\$ 143,004	\$ 148,845	\$ (5,841)	-4%
Interest	\$ 1,000	\$ 659	\$ 63	\$ 596	943%
Rents	\$ -	\$ -	\$ -	\$ -	
Miscellaneous	\$ 2,000	\$ 2,400	\$ 300	\$ 2,100	700%
Use of Fund Balance	\$ 606,408	\$ -	\$ -	\$ -	
Transfer In	\$ -	\$ -	\$ 819,768	\$ (819,768)	-100%
Total Revenues	\$ 1,331,698	\$ 146,062	\$ 968,976	\$ (822,914)	-85%
EXPENSES					
Salaries & Wages	\$ 103,450	\$ 19,835	\$ 21,880	\$ (2,046)	-9%
Employee Benefits	\$ 87,405	\$ 16,340	\$ 15,512	\$ 828	5%
Professional Services	\$ 40,000	\$ 4,450	\$ 4,660	\$ (210)	-5%
Support Goods & Services	\$ 102,267	\$ 31,948	\$ 14,753	\$ 17,195	117%
Utility Services	\$ 46,000	\$ 2,825	\$ 4,554	\$ (1,729)	-38%
Administrative Services	\$ -	\$ -	\$ -	\$ -	
Capital Outlays	\$ -	\$ -	\$ -	\$ -	
Depreciation	\$ 529,990	\$ 132,495	\$ 132,495	\$ -	0%
Interest Expense	\$ 240,852	\$ 115,671	\$ 117,871	\$ (2,200)	-2%
Inter-fund	\$ 181,734	\$ 181,734	\$ 159,350	\$ 22,384	14%
Transfers Out	\$ -	\$ -	\$ -	\$ -	
Total Expenses	\$ 1,331,698	\$ 505,297	\$ 471,076	\$ 34,221	7%
TOTAL REVENUES OVER EXPENDITURES	\$ -	\$ (359,235)	\$ 497,900	\$ (857,135)	

Net Assets:

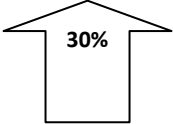
Invested in capital assets, net of related debt	\$ 11,021,158	\$ 11,021,158
Restricted for debt service	375,469	375,469
Vehicle Replacement Fund	-	-
Unrestricted (deficit)	1,826	361,061
Total Net Assets	\$ 11,398,453	\$ 11,757,688

Harbor Electric Fund

Harbor Electric Fund Revenues

	<p>Overall Harbor Electric Revenues were up by 6% or \$6,166 from last year for the same time period.</p> <p>Charges for Services increased at 6% or \$5,832 overall. The largest increases were in energy charge fee at 8% or \$5,338, non-meter charges increased at 83% or \$1,990, and customer charge recurring decreased at 4% or \$1,020.</p> <p>Interest Income increase at 248% or \$333 as interest rates have begun to increase.</p>
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Harbor Electric Fund Expenses

	<p>Overall Harbor Electric Expenses were down 30% or \$42,933 from last year for the same time period.</p> <p>Professional Services decreased at 100% or \$10.</p> <p>Support Goods & Services decreased at 1% or \$693 overall. The largest decrease was the insurance at 86% or \$693 based on the corrected allocation of property to the fund, and purchase of power for resale increased at 3% or \$1,119.</p> <p>Depreciation Expense was relatively the same in both fiscal years.</p> <p>Interfund Charges increased at 46% or \$42,589 and are the charges allocated for general fund for administrative services and harbor master services. The allocation was adjusted between funds in the FY 2014 budget and may be up or down in each fund, but overall increased based on budgeted administrative costs at 2%.</p>
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Harbor Electric Fund

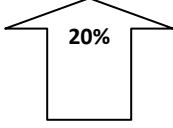
Harbor Electric	Amended Budget	YTD	Prior Year	Current - Prior Year	% Variance
REVENUES					
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -	
Charges for Services	\$ 683,000	\$ 102,671	\$ 96,839	\$ 5,832	6%
Interest	\$ 1,000	\$ 469	\$ 135	\$ 334	248%
Rents	\$ -	\$ -	\$ -	\$ -	
Miscellaneous	\$ -	\$ -	\$ -	\$ -	
Use of Fund Balance	\$ 13,854	\$ -	\$ -	\$ -	
Transfer In	\$ -	\$ -	\$ -	\$ -	
Total Revenues	\$ 697,854	\$ 103,139	\$ 96,974	\$ 6,166	6%
EXPENSES					
Salaries & Wages	\$ -	\$ -	\$ -	\$ -	
Employee Benefits	\$ -	\$ -	\$ -	\$ -	
Professional Services	\$ 2,000	\$ -	\$ 10	\$ (10)	-100%
Support Goods & Services	\$ 545,636	\$ 47,172	\$ 46,479	\$ 693	1%
Utility Services	\$ -	\$ -	\$ -	\$ -	
Administrative Services	\$ -	\$ -	\$ -	\$ -	
Capital Outlays	\$ 5,000	\$ -	\$ -	\$ -	
Depreciation	\$ 10,410	\$ 2,600	\$ 2,940	\$ (339)	-12%
Interest Expense	\$ -	\$ -	\$ -	\$ -	
Inter-fund	\$ 134,808	\$ 134,809	\$ 92,220	\$ 42,589	46%
Transfers Out	\$ -	\$ -	\$ -	\$ -	
Total Expenses	\$ 697,854	\$ 184,581	\$ 141,648	\$ 42,933	30%
TOTAL REVENUES OVER EXPENDITURES	\$ -	\$ (81,442)	\$ (44,675)	\$ (36,767)	

Net Assets:

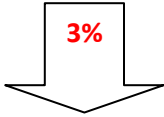
Invested in capital assets, net of related debt	\$ 42,471	\$ 42,471
Restricted for debt service	-	-
Vehicle Replacement Fund	-	-
Unrestricted (deficit)	563,388	644,831
Total Net Assets	\$ 605,859	\$ 687,302

Water Utility Fund

Water Utility Fund Revenues

 <p>20%</p>	<p>Overall Water Revenues are up 20% or \$193,402 from last year for the same time period.</p> <p>Intergovernmental Revenue is not recorded until the end of the fiscal year when the state releases the final report and can be contributed to the PERS on-behalf payments from the State which is also expensed at the same amount in the employee benefits category.</p> <p>Charges for Services increased at 20% or \$188,596 overall. Metered water sales increased at 37% or \$150,350, City water sales increased at 7% or \$22,847, and Borough water sales increased at 7% or \$15,901. Water rates were increased July 1, 2013 by 8% as part of a five year rate increase starting in fiscal year 2011.</p> <p>Interest Income increase at 248% or \$3,256 as interest rates have begun to increase.</p> <p>Miscellaneous Revenue decreased at 442% or \$1,550. These are fees for late charges, and other water usage fees.</p>
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Water Utility Fund Expenses

 <p>3%</p>	<p>Overall Water Expenses were down 3% or \$78,172 from last year for the same time period.</p> <p>Salaries and Wages decreased at 10% or \$6,801.</p> <p>Employee Benefits increased at 1% or \$295.</p> <p>Professional Services increased at 71% or \$3,557. In fiscal year 2014 there are higher professional services for rental of equipment, permits, lab tests, and local contractors for water related services.</p> <p>Support Goods & Services increased at 87% or \$49,173 overall. The largest increase is insurance at 204% or \$33,235 based on the corrected allocation of property to the fund, repairs and maintenance at 44% or \$2,080, and supplies increased at 9% or \$3,311.</p> <p>Utility Services increased at 23% or \$14,581 overall. All utilities were higher than the prior fiscal year.</p> <p>Capital Outlays increased at 148% or \$1,668. There was an increase of equipment less than \$5,000.</p> <p>Depreciation Expense was relatively the same in both fiscal years.</p> <p>Interest Expense reflected no expense in the first quarter. This expense is the interest expense for the loans for Water related capital projects.</p> <p>Interfund Charges increased by less than 1% or \$360 and are the charges allocated for general fund for administrative services. Per code 10% of Water charges billed is allocated to the Water Capital Improvement Fund. The allocation was adjusted between funds in the FY 2014 budget and may be up or down in each fund, but overall increased based on budgeted administrative costs at 2%.</p> <p>Transfer Out Expense decreased at 7% or \$138,500 which is a transfer from the Water Fund to Water related capital projects.</p>
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Water Utility Fund

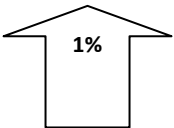
Water Fund	Amended Budget	YTD	Prior Year	Current - Prior Year	% Variance
REVENUES					
Intergovernmental Revenue	\$ 73,450	\$ -	\$ -	\$ -	
Charges for Services	\$ 3,675,447	\$ 1,130,656	\$ 942,060	\$ 188,596	20%
Interest	\$ 10,000	\$ 4,567	\$ 1,311	\$ 3,256	248%
Rents	\$ -	\$ -	\$ -	\$ -	
Miscellaneous	\$ 500	\$ 1,900	\$ 350	\$ 1,550	442%
Use of Fund Balance	\$ 661,691	\$ -	\$ -	\$ -	
Transfer In	\$ -	\$ -	\$ -	\$ -	
Total Revenues	\$ 4,421,088	\$ 1,137,123	\$ 943,721	\$ 193,402	20%
EXPENSES					
Salaries & Wages	\$ 387,130	\$ 64,400	\$ 71,201	\$ (6,801)	-10%
Employee Benefits	\$ 318,097	\$ 58,009	\$ 57,714	\$ 295	1%
Professional Services	\$ 47,000	\$ 8,542	\$ 4,984	\$ 3,557	71%
Support Goods & Services	\$ 268,184	\$ 105,506	\$ 56,332	\$ 49,173	87%
Utility Services	\$ 477,250	\$ 79,379	\$ 64,797	\$ 14,581	23%
Administrative Services	\$ -	\$ -	\$ -	\$ -	
Capital Outlays	\$ 110,000	\$ 2,794	\$ 1,127	\$ 1,668	148%
Depreciation	\$ 644,530	\$ 161,227	\$ 163,733	\$ (2,506)	-2%
Interest Expense	\$ 17,647	\$ -	\$ -	\$ -	
Inter-fund	\$ 426,250	\$ 238,249	\$ 237,889	\$ 360	0%
Transfers Out	\$ 1,725,000	\$ 1,725,000	\$ 1,863,500	\$ (138,500)	-7%
Total Expenses	\$ 4,421,088	\$ 2,443,106	\$ 2,521,279	\$ (78,172)	-3%
TOTAL REVENUES OVER EXPENDITURES	\$ -	\$ (1,305,983)	\$ (1,577,557)	\$ 271,574	

Net Assets:

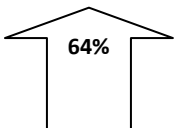
Invested in capital assets, net of related debt	\$ 20,200,957	\$ 20,200,957
Restricted for debt service	-	-
Vehicle Replacement Fund	4,507	4,507
Unrestricted (deficit)	3,619,544	4,925,528
Total Net Assets	\$ 23,825,008	\$ 25,130,991

Sewer Utility Fund

Sewer Utility Fund Revenues

 <p>1%</p>	<p>Overall Sewer Revenues are up 1% or \$10,303 from last year for the same time period.</p> <p>Intergovernmental Revenue is not recorded until the end of the fiscal year when the state releases the final report and can be contributed to the PERS on-behalf payments from the State which is also expensed at the same amount in the employee benefits category.</p> <p>Charges for Services increased at 1% or \$6,604 overall. The largest increases were in sewer hookups which increased at 100% or \$13,688, City sewer service decreased at 1% or \$5,750, Borough sewer service changed by less than 1% or \$863 as well as septic tank discharge or \$51, and lab testing fees increased at 1% or \$6,603. There were no rate increases in the Sewer Fund in fiscal years 2013 or 2014. The last rate increase was in 2011 at 5%.</p> <p>Interest Income increased at 406% or \$2,580 as interest rates have begun to increase.</p> <p>Miscellaneous Revenue increased at 111% or \$1,119. These are fees for late charges, and other sewer fees.</p>
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Sewer Utility Fund Expenses

 <p>64%</p>	<p>Overall Sewer Expenses were up 64% or \$1,023,396 from last year for the same time period.</p> <p>Salaries and Wages increased at 8% or \$9,438.</p> <p>Employee Benefits increased at 10% or \$10,002.</p> <p>Professional Services increased at 9% or \$435. There was an increase in equipment testing, engineering services, and State of Alaska fees.</p> <p>Support Goods & Services increased at 55% or \$31,597 overall. The largest increase is insurance at by 43% or \$15,982 based on the corrected allocation of property to the fund, and repair and maintenance increased at 224% or \$11,521. The largest decrease was in health and safety supplies at 52% or \$1,208.</p> <p>Utility Services decreased at 53% or \$43,578 overall. All utilities were lower than the prior year. The Bio-solid Disposal fees decreased at 97% or \$42,989. The fees for the Composting project are being charged to the Sewer Capital Improvement Fund and are not reflected in the sewer fund.</p> <p>Capital Outlays decreased at 97% or \$11,617. Building improvements decreased at 935 or \$4,281, and equipment greater than \$5,000 decreased by at 100% or \$6,748.</p> <p>Depreciation Expense was relatively the same in both fiscal years.</p> <p>Interest Expense reflected no expense in the first quarter. This expense is the interest expense for the loans for Sewer related capital projects.</p> <p>Interfund Charges decreased at 8% or \$19,211 and are the charges allocated for general fund for administrative services. Per code 10% of Sewer charges billed is allocated to the Sewer Capital Improvement Fund. The allocation was adjusted between funds in the FY 2014 budget and may be up or down in each fund, but overall increased based on budgeted administrative costs at 2%.</p> <p>Transfer Out Expense increased at 154% or \$1,046,500 which is a transfer</p>
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from the Sewer Fund to Sewer related capital projects.

Sewer Utility Fund

Sewer Fund	Amended Budget	YTD	Prior Year	Current - Prior Year	% Variance
REVENUES					
Intergovernmental Revenue	\$ 77,744	\$ -	\$ -	\$ -	
Charges for Services	\$ 3,460,990	\$ 927,907	\$ 921,304	\$ 6,604	1%
Interest	\$ 10,000	\$ 3,215	\$ 635	\$ 2,580	406%
Rents	\$ -	\$ -	\$ -	\$ -	
Miscellaneous	\$ -	\$ 2,130	\$ 1,010	\$ 1,119	111%
Use of Fund Balance	\$ 2,220,161	\$ -	\$ -	\$ -	
Transfer In	\$ -	\$ -	\$ -	\$ -	
Total Revenues	\$ 5,768,895	\$ 933,252	\$ 922,949	\$ 10,303	1%
EXPENSES					
Salaries & Wages	\$ 684,770	\$ 128,887	\$ 119,450	\$ 9,438	8%
Employee Benefits	\$ 568,100	\$ 113,345	\$ 103,343	\$ 10,002	10%
Professional Services	\$ 91,500	\$ 5,425	\$ 4,990	\$ 435	9%
Support Goods & Services	\$ 290,780	\$ 89,337	\$ 57,740	\$ 31,597	55%
Utility Services	\$ 615,000	\$ 38,609	\$ 82,187	\$ (43,578)	-53%
Administrative Services	\$ -	\$ -	\$ -	\$ -	
Capital Outlays	\$ 77,000	\$ 330	\$ 11,947	\$ (11,617)	-97%
Depreciation	\$ 1,213,470	\$ 303,602	\$ 303,771	\$ (169)	0%
Interest Expense	\$ 27,025	\$ -	\$ -	\$ -	
Inter-fund	\$ 476,250	\$ 215,071	\$ 234,283	\$ (19,211)	-8%
Transfers Out	\$ 1,725,000	\$ 1,725,000	\$ 678,500	\$ 1,046,500	154%
Total Expenses	\$ 5,768,895	\$ 2,619,606	\$ 1,596,211	\$ 1,023,396	64%
TOTAL REVENUES OVER EXPENDITURES	\$ -	\$ (1,686,354)	\$ (673,262)	\$ (1,013,093)	

Net Assets:

Invested in capital assets, net of related debt	\$ 11,623,077	\$ 11,623,077
Restricted for debt service	-	-
Vehicle Replacement Fund	-	-
Unrestricted (deficit)	(1,143,093)	543,262
Total Net Assets	\$ 10,479,984	\$ 12,166,339

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KODIAK CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT NO.: _____

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 consulting services.

Section 1. INTENT OF AGREEMENT. The Chamber is hereby contracted to provide economic development consulting services to the City of Kodiak, as well as to the Kodiak Island Borough.

Section 2. SERVICES TO BE PROVIDED. During the term of this agreement the Chamber shall:

- a. Serve as the first point of contact for economic development services;
- b. Facilitate or organize ongoing and continuous economic development strategic planning with Kodiak stakeholders, including the City, Borough, Kodiak Area Native Association, and for-profit and non-profit private industry operating in Kodiak;
- c. Produce materials that market Kodiak, including a website that caters to existing and prospective businesses and information packets for targeted industries that may be identified through the economic development planning process;
- d. Conduct trend and market analyses;
- e. Build and sustain mutually beneficial relationships with the Southwest Alaska Municipal Conference, Kodiak Area Native Association and other regional entities engaged in economic development; and
- f. Provide all deliverables and performance measures outlined in Section 5 below

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 \$43,000 by the City of Kodiak. Said compensation shall be paid in equal installments of \$10,750 on the second Friday of July and October, 2013, and January and April 2014.

Section 5. PERFORMANCE MEASURES. The Kodiak Chamber of Commerce shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the contract.

One: Community Based Economic Development Strategic Planning Process and Documentation

Expected Outcomes. Position Kodiak for economic success by increasing regional collaboration, enhancing Kodiak's ability to leverage resources and build on our unique assets. Referencing the EDA planning framework the Chamber will engage community stakeholders to create a roadmap for economic development in Kodiak, identifying and prioritizing initiatives and projects on an annual basis.

Performance Measure:

- *Formation of a Strategic Planning Economic Development Committee, a cross-functional stakeholder group representative of economic development sectors and interests from within the Kodiak community*
- *Hold quarterly (or more often as necessary) meetings of this Committee*

- *Produce a Strategic Economic Development Plan document and update annually through continuous input from CEDS Committee*

Two: Economic Development Website

Expected Outcomes. Enhanced coordination and strategic implementation of economic development activities and increase in private sector buy-in. Existing Kodiak business operations will be enhanced and supported through better access to relevant economic data and business resources. Economic Development website will have a graphically engaging and intuitive design, contain relevant demographic information, a comprehensive list of awards and distinctions received by the City, Borough or outlying communities, and opportunities and support services for existing businesses.

Performance Measure:

- *Active website, updated content and easy-to-find content*
- *Number of monthly hits on the website, pending technological limitations*
- *Maintain and review community profile*

Three: Support Services for Existing Businesses

Expected Outcomes. Continued success and expansion of existing business operations in Kodiak. The City wants to ensure existing businesses thrive and remain or expand in Kodiak. The Chamber shall solicit continual feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets. The Chamber shall support concept development to promote existing businesses. For example, the Downtown Revitalization work designed to ensure a vibrant and thriving Kodiak downtown environment.

Performance Measures:

- *Active participation in all Kodiak Downtown Revitalization Committee meetings and subcommittee work*
- *Development of business community data reporting*
 - *Retention rate for existing businesses*
 - *Existing employee headcount*
 - *Other data as requested by and coordinated with the City*
- *Attend annual Pacific Marine Expo to support marketing of Kodiak marine related businesses*

Four: Market Statistics and Demographics

Expected Outcomes. Increased stakeholder knowledge and understanding related to economic and demographic conditions in Kodiak, and consistent use of data to formulate forward-looking economic strategies and plans by community leaders and the CEDS Committee. The City of Kodiak is interested in market statistics and demographics, which are also an integral part of the CEDS planning process.

Performance Measures:

- *Utilize and provide updated market, trend, and demographic analysis through current studies*

Five: Reports and Presentations to the Mayor and City Council

The Chamber shall provide a written report for the Mayor and City Council on a monthly basis. Reports should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance Measures:

- *Written report on a monthly basis to the Mayor and City Council*
- *Timely updates to the Mayor and City Council on potential and ongoing projects as necessary*

Six: Strengthened Relationships with SWAMC, KANA and other entities related to regional economic development and workforce planning

Expected Outcomes. Increased collaboration and coordination between regional planning organizations, resulting in better positioning for Kodiak’s economic success. These organizations are active stakeholders in regional economic development planning and assets to Kodiak’s economic development efforts. Fostering relationships with these organizations will increase Kodiak’s competitive advantage. The Kodiak Chamber of Commerce shall serve as the primary point of contact for the City of Kodiak for economic development related purposes.

Performance Measures:

- *Regular meetings with SWAMC staff and Board, KANA economic development staff and other relevant organizations to support regional economic development planning*
- *Regular meeting with Kodiak College, Kodiak Island Borough School District and other relevant institutions to support workforce development*
- *Documented efforts and participation in regional partnerships*

Seven: Facilitate and engage stakeholder dialogue on issues presenting potential barriers to economic development in Kodiak

Expected Outcomes. Identification and resolution of barriers to economic development in Kodiak. Creating forums with multi-stakeholder groups can help identify underlying issues as well as potential solutions and the Chamber can help organize and facilitate these conversations.

- *Hold Kodiak Housing Taskforce meetings every other month*

Section 6. CONTRACT ADMINISTRATION. The City Manager or his/her Designated Representative shall be the Contract Administrator for this contract. The Kodiak Chamber of Commerce Executive Director or his/her Designated Representative shall be the primary contact for this contract.

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

CITY OF KODIAK

CHAMBER OF COMMERCE

Aimee Kniazowski, City Manager

Trevor Brown, Executive Director

Attest:

Witness:

Debra L. Marlar, City Clerk

Laura Arboleda, Administrative Assistant

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Introduction

The Kodiak Soil and Water Conservation District (KSWCD) proposes to develop and manage a community garden on land owned by the City of Kodiak near the 1000 to 1200 block of Larch Street, (insert legal description here) for the purpose of providing gardening opportunities for citizens, especially those who may not own suitable land of their own. The intent of this project is to promote the health and well being of Kodiak citizens, encourage the consumption of locally grown foods and contribute to the sustainability and food security of Kodiak.

KSWCD has been in existence since 1964 pursuing its mission of providing coordination and leadership in the conservation and sustainable use of soil and water resources. In doing so it has pursued a variety of projects from cleaning lakes and controlling invasive weeds, to facilitating the growth of local agriculture.

Depending on the speed with which KSWCD can acquire the necessary resources to develop these gardens, development could begin in the early spring of 2014 and the garden plots could be available to citizens immediately there after. Development and management of these garden plots would depend in part on the acquisition of funding for a conservatively modest amount of staff time to attend to the administration and maintenance of this project.

KSWCD is initially proposing a 5 year agreement with the city for use of the land so as to have a reasonable chance to recoup sufficient community benefits to justify development costs. KSWCD would develop and prosecute a plan to manage the project as efficiently as possible.

Memorandum of Understanding to Establish a Community Garden

This memorandum of understanding (hereinafter referred to as “agreement”) is between the City of Kodiak (“landowner”) and the Kodiak Soil and Water Conservation District (“KSWD”)

City of Kodiak and Kodiak Soil and Water Conservation District agree as follows:

1. PARCEL AND TERM

- 1.1 Parcel.** Landowner leases to KSWCD the ? acre parcel located at ?? Larch Street (the parcel, Exhibit A).
- 1.2 Use.** KSWCD will use the parcel for the sole purpose of operating a community garden (the garden) with plots to be assigned by KSWCD to community members for their personal use.
- 1.3 Term.** The term of this agreement is 5 years starting on January 1, 2014 and ending on December 31, 2018. This agreement will terminate upon expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.
- 1.4 Renewal.** This agreement will automatically renew for additional 1 year terms unless either the landlord or KSWCD provides written notice to nonrenewal no later than 3 months prior to the end of the current term.

2. OPERATION AND MAINTAINENCE OF PARCEL

- 2.1 Parcel as-is.** KSWCD acknowledges the landowner is not making any representations, warranties, promises, or guarantees of any kind to KSWCD including without limitation, any representations about the quality, condition, or sustainability of the parcel for use as a community garden. In deciding to enter into this agreement, KSWCD has made its own independent evaluation of the suitability of the parcel for a community garden.
- 2.2 No Landowner Responsibilities.** KSWCD has sole responsibility for the planning, setup, management, and carrying out of operations on the parcel, including, without limitation, obtaining any permits required for operating a community garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the parcel or to provide any services other than support.
- 2.3 Comply with Laws.** KSWCD will use and operate the parcel in compliance with all applicable zoning, environmental, and other laws.

- 2.4 Garden Rules.** KSWCD will operate the garden in accordance with a management plan, including a set of garden rules, substantially in the form of Exhibit B. KSWCD will require all persons to whom it assigns plots to enter into a gardener agreement and waiver of liability substantially in the form as attached in exhibit C.
- 2.5 Security.** KSWCD will endeavor to encourage user and community residents to respect the property rights and welfare of everyone and everything related to this project. If peer pressure and community support is not enough to address the security issues related to the community garden, measures will be taken to increase the security of the site within the economic means of KSWCD.
- 2.6 No alterations.** KSWCD may not make or permit any alternations or improvements to the parcel without landowner's prior written consent, except any fences, raised beds, benches bicycle racks, picnic tables, and other features common to gardens. On expiration or termination of the agreement, all improvements and alterations to the parcel will belong to the landowner except the portable or nonpermanent improvements and landowner will have no obligation to reimburse KSWCD.
- 2.7 Equipment and Structures.** KSWCD does not initially plan to keep equipment or tools on site. KSWCD would however like the option to install a toolbox or small (and very low) shed to securely store a minimal amount of tools if it becomes necessary.
- 2.8 No transfers.** KSWCD may not assign, mortgage, pledge, encumber, or otherwise transfer this agreement or sublet or allow the parcel to be used or occupied by others, except by persons maintaining a plot who are party to a gardener agreement contemplated by section 2.4. Any attempted transfer in contravention of this section 2.8 is void and is a default under this agreement.
- 2.9 Right of Inspection.** Landowner may enter the parcel at any time and evaluate whether KSWCD is in compliance with the terms of the lease, and for purposes of taking other actions landowner believes are appropriate to protect landowner's interests in the parcel or for the public good.
- 2.10 Liens.** KSWCD will not incur, create, assume, or permit the creation of any lien on any portion of the parcel (including any mechanic's or materialmen's liens). KSWCD will keep the parcel clear of any liens arising out of any work performed or materials furnished to KSWCD for or at the parcel, and any other obligations.
- 2.11 Commercial Enterprise Prohibited.** KSWCD will not undertake or allow the undertaking of any commercial enterprise, including but not limited to the growth of agricultural products for the purpose of commercial sale on the property.

3. **EXPENSES**

- 3.1 **Utilities.** KSWCD will have sole responsibility for obtaining and paying all water or any other utility service used on the parcel during the term of the agreement.
- 3.2 **Taxes.** Landowner will have sole responsibility for all property tax returns and payments relating to the parcel under federal, state, or local taxing authority. KSWCD will have sole responsibility for paying all personal property taxes or assessments levied on KSWCD's personal property on the parcel and all income or sales taxes that result from KSWCD's operations on the parcel. Landowner agrees to cooperate with KSWCD to receive any tax abatements, exceptions, or other exclusions for which KSWCD may qualify.

4.0 **TERMINATION.**

- 4.1 **At Will.** This agreement may be terminated at any time by either landowner or KSWCD. Such a termination will be effective 3 months after delivery by the terminating party to the other party of a written notice of termination under this section.
- 4.2 **Breach by KSWCD.** If KSWCD breaches any of its duties or obligations under this agreement, landowner may provide KSWCD with written notice of the breach. If KSWCD fails to cure the breach within 30 days after receipt of such notice, landowner may terminate the lease by providing written notice, with the termination effective 15 days after delivery of such notice to KSWCD. Landowner will, in its sole discretion, determine whether the breach has been cured.
- 4.3 **Yielding Possession.** Upon termination of this agreement, KSWCD will leave and surrender the parcel to the landowner in at least as good order and condition as on the date that this agreement was signed.
- 4.4 **Cooperate in Transition.** Upon termination or expiration of this agreement, the rights of KSWCD under this agreement will immediately, automatically, and without consideration terminate and revert to landowner. KSWCD and landowner will cooperate in good faith in reasonable transition activities prior to and after termination of this agreement in order to minimize the impact on the community and landowner's use of the parcel.
- 4.5 **Personal Property.** If KSWCD or any gardener leaves any of its personal property on the parcel after termination of the agreement, landowner may store it at a warehouse or any other location for KSWCD's account and at KSWCD's risk. Landowner will release the property only when KSWCD pays all charges relating to storage and all other amounts KSWCD owes the landowner under this agreement. If KSWCD does not reclaim its property within the period permitted

by law, landowner may sell it in accordance with the law and apply the proceeds of the sale to any amounts KSWCD owes landowner under this agreement, or retain KSWCD's property against any amounts owed by KSWCD to landowner.

4.6 Holding Over. If landowner terminates this agreement, any holding over by KSWCD after termination of this lease without landowner's written consent is not a renewal or extension of the agreement and will not give KSWCD rights in or to the parcel.

4.7 Cumulative Remedies. All of the landowner's rights, powers, and remedies under this lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to the landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair landowner's right to exercise any other right or remedy including all rights and remedies of a landlord under or any similar, successor, or related laws.

5. WAIVER OF LIABILITY

5.1 Hold harmless. KSWCD will defend, and hold landowner and landowner's directors, officers, employees, agents, and assigns (landowner and such persons are referred to collectively as "landowner parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "losses"), including, without limitation, losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by KSWCD or any of KSWCD's licensed gardeners, employees, contractors, volunteers, family members, guests, or any other person in a relationship with KSWCD or KSWCD's licensed gardeners or otherwise participating in or present in the garden (KSWCD and such persons are referred to collectively as "KSWCD's parties"), which may arise directly or indirectly from (a) KSWCD parties use or operation of or presence on the parcel, or (b) any breach by KSWCD of this agreement, including, without limitation, KSWCD's failure to enforce garden rules and regulations, except to the extent that the loss is caused by the gross negligence or willful misconduct of landowner. This section 5.1 will survive any termination of this agreement.

5.2 Waiver of liability. KSWCD releases and waives all claims against any landowner with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by KSWCD from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such landowner; (b) any loss or damage or injury to any property on or about the parcel belonging to the sponsor, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by KSWCD and is caused by gross negligence or willful misconduct of such landowner or; (c) the condition of the parcel and suitability of the parcel for use as a community garden. Subject to the prior provisions, landowner shall not be liable for any damage or damages of any

nature whatsoever to KSWCD caused by explosion, fire, theft, crime, or negligent behavior, sprinkler damage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the parcel, or by anything done or omitted to be done by KSWCD parties or any other person in the parcel. In addition, landowner shall not be liable for any losses which KSWCD is required to insure. This section will survive termination of this agreement.

6. INSURANCE

6.1 Insurance. KSWCD will, at its own cost, take out and maintain without interruption during the term of this lease comprehensive general liability insurance naming the landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than one million dollars (\$1,000,000). Coverage shall be made on an “occurrence” basis and not a “claims made” basis.

6.2 Evidence of Insurance. On or before landowner delivers possession of the parcel to KSWCD, KSWCD will provide landowner with a copy of the insurance policies required by section 6.1. KSWCD will deliver to landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, KSWCD may deliver to landowner a certificate of insurance evidencing KSWCD’s insurance policies, provided that the landowner also receives a copy of the endorsement naming landowner as an additional insured.

7. GENERAL PROVISIONS

7.1 Entire Agreement. This memorandum of understanding is the entire agreement between landowner and KSWCD and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between landowner and KSWCD relating to the same subject matter.

7.2 Modification and Severability. This agreement may be modified only as stated in a writing signed by both landowner and KSWCD which states that it is an amendment to this agreement. If any provision in this agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Waiver. Any waiver of any term of this agreement must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this agreement will not be considered a waiver of the party’s rights under this agreement. Any

waiver shall not be considered a waiver of any later breach or the right to enforce any provision of this agreement.

- 7.4 Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or pdf of executed counterparts constitutes effective delivery.
- 7.5 Third Part beneficiaries.** Except as specifically provided in section 5, of this agreement, this agreement is for the exclusive benefit of any third party including, without limitation, any gardener, employee or volunteer of KSWCD. All landowner parties are an express third party beneficiary of section 5.
- 7.6 Notices.** Notices and consents under this agreement must be in writing and delivered by mail, courier, or fax to the addresses set out on the signature page of this lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this section will be considered given two business days after delivered in the mail, or the first business day after delivery by courier or delivery by fax.
- 7.7 Governing Law;**

Jurisdiction and Venue. Terms of this agreement are governed by Alaska law. KSWCD consents to the exclusive jurisdiction and venue of the state and federal courts of Kodiak, Alaska.

This agreement is signed by the landowner and KSWCD as of the date first written above.

Landowner

KSWCD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

EXHIBITS

Exhibit A: Parcel Map

Exhibit B: Form of Garden Rules and Regulations

Exhibit C: Form of Gardner Agreement and Waiver of Liability

DRAFT

Exhibit C

Garden Use, Waiver of Liability, Release and Indemnification Agreement

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

E-mail: _____

Emergency Contact: _____

Welcome to the Kodiak community garden (the “Garden”). Kodiak Soil and Water Conservation District, called “KSWCD” in this document, sponsors and manages this garden as part of carrying out its mission. This document is a legal contract between you and KSWCD.

1. TEMPORARY RIGHT TO GARDEN

1.1 Plot. You have the temporary right to garden in plot _____ (the “plot”) in the garden, as identified in the garden map attached to this agreement and by the numbered post on a corner of the plot. Your immediate family members may garden with you as your guests. You may use the plot from May 1, 2014 until October 20, 2014.

1.2. No Refund. You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if KSWCD terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has rights under this agreement.

1.3 Fee. When you sign this document, you will pay a fee of \$_____ to use this plot. Thereafter, you will pay an annual fee, no later than April 15. You understand that we may increase the fee in future years.

1.4 No Transfers. You cannot let anyone other than your immediate family garden here unless we give our agreement in writing.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

- 2.1 Awareness of Risk.** You understand that participating in the garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, KSWCD, or the owner of the property (referred to as the “landowner”) on which the garden is located. The risk could also come from the condition of the land where the garden is located, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the garden and that gardeners may be unskilled.
- 2.2 Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. You also agree to give up any right you may have to sue or otherwise attempt to collect money from the landowner, KSWCD, their board members, employees, volunteers, or anyone acting on their behalf (referred to as the “released parties”) for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the garden. You understand that KSWCD will not permit you from participating in the garden unless you agree to these waivers and releases.
- 2.3 Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from the released parties arising out of any first aid, treatment, or medical service, including the lack of such, given in the connection with your participation in the garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by KSWCD.
- 2.4 Indemnification.** You are responsible for any damages or losses suffered by KSWCD that are caused by your or your guests’ actions.
- 2.5 Publicity.** You agree to allow us or the landowner to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you and your guests that we or others may create in connection with your or your guests’ participation in the garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished project.

3. TERMINATION

- 3.1 Failure to Comply with Agreement or Garden Rules.** You confirm that you have read a copy of the garden rules attached to this agreement and you will comply with them. If you fail to obey the agreement or the garden rules, KSWCD can terminate your right to garden.

3.2 Termination of Lease. If the landowner terminates our lease for the land where the garden is located, your right to garden will end. The landowner can terminate our lease at any time. KSWCD will notify you if the landowner terminates the lease.

4. OTHER PROVISIONS

4.1 Entire Agreement, Severability and Modification. If any part of this agreement is ineffective, the remaining portions of the agreement remain in effect. Any changes to this agreement have to be made in writing and signed by you and KSWCD.

4.2 Third-Party Beneficiaries. You understand that this agreement gives the landowner a right to enforce certain parts of this agreement against you by going to court. The landowner can enforce sections 2 and 3.2 of this agreement.

GARDENER

KSWCD

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attachment: Garden Rules

Kodiak Community Garden Rules

This document sets out the rules that govern the Kodiak Community Garden (the “Garden”). These rules are intended to help all our gardeners grow fresh, healthy food in a thriving garden to help create a sense of community among our gardeners and to help the garden to be a good neighbor.

Kodiak Soil and Water Conservation District (“KSWCD”) has use of this property under an agreement with the City of Kodiak (landowner). KSWCD will manage this garden and administer the rules. Each person who has a plot in this garden must sign a legal agreement with KSWCD in which the gardener agrees to comply with the rules.

Access to the garden

The garden is open and accessible all year. Gardeners may be in the garden from dawn till dusk.

Garden Plots

Gardeners may use only the plot or plots assigned to them by KSWCD. Gardeners will maintain their plants within their plots and will trim any plants that extend in neighboring plots or common areas. Gardeners may not alter the dimensions of their plot.

Gardeners may plant vegetables, fruits and flowers. Gardeners may not grow plants more than 4 feet in height.

Gardeners are solely responsible for planning and management of their own plots including providing their own seeds, plants, fertilizer and tools.

Each gardener is responsible for watering their own plot. Gardeners will not over water or leave the water turned on and unattended. The cost of water is included in the rental fee. Excessive use of water could result in increased fees for future years.

Gardeners will bring their own tools for use in their garden, but they cannot store tools there. Gardeners are responsible for the damage caused by tools they bring to the garden and so should use them with care. Gardeners may not use any power tools, such as those that require gasoline, batteries, or electricity.

Gardeners will maintain their plots in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Plant trimmings and weeds may be dumped in the designated composting area. Gardeners are responsible for hauling and disposing of their own trash, such as boxes, trays, bags, packets, or other items.

Gardeners will perform an annual clean-up of their plots by November 1st including removal of any trellises, or plant support materials.

Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for 2 weeks or more. If a gardener expects to be away for more than 2 weeks, he or she must inform KSWCD. The gardener and KSWCD will then determine an alternative, such as a temporary substitute gardener, acceptable to both. Gardeners who are away for more than 2 months will lose their plots.

Gardeners may not keep any personal property on their plots or in the garden when they are not in the garden. If gardeners leave personal property in anywhere in the garden after the termination of their participation in the garden, KSWCD can keep and sell the abandoned property.

Gardeners are expected to ensure that they leave no trash or debris in common areas. Gardeners will report any concerns about the safety of the garden to KSWCD. If there is vandalism, storm damage, or other damage to the garden, all gardeners are expected to help in cleaning up and restoring the garden to its prior condition, but KSWCD will bear the cost of materials necessary for repairs.

The garden coordinator at KSWCD will be the official point of contact and manager of the garden. Contact information for the manager will be available on a bulletin board at the garden. The manager will have authority to interpret the rules and make decisions.

Gardeners must tell KSWCD of any changes in their contact information.

Once a year, KSWCD will invite all gardeners to an annual meeting to notify them of any changes in how the garden operates, these rules, in assignments of plots, to discuss any other issues or concerns. KSWCD will give written notice of the meeting, sent by email, or first class mail no fewer than 14 days in advance of the meeting.

Gardeners are encouraged to provide suggestions about garden operations to the garden manager.

KSWCD will not use personally identifiable information, including the gardener's name, email address, telephone number, or mailing address for purposes other than the operation of the garden.

Conduct

Gardeners are expected to be civil, honest, and cooperative in dealing with the landowner, KSWCD, garden neighbors, and other gardeners and guests of other gardeners.

Gardeners may bring guests, including children, into the garden, provided that the guests comply with the rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of guests, including children, including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Guest violations of these rules are treated as violations by the gardener.

Gardeners may not bring any pets or animals into the garden, including for burial.

Gardeners may not enter the plots of other gardeners, use another gardener's tools or supplies, or harvest another gardener's produce or flowers, without the explicit permission of the other gardener.

Gardeners may not grow any plants considered illegal under state or federal law. For example, gardeners may not grow marijuana.

Gardeners may not grow any plants that have potential to be invasive. Consult with KSWCD staff if you are not sure about the invasive potential of a plant you want to grow.

Gardeners must comply with all applicable local, state, and federal laws.

Gardeners may not carry, use, or store fire arms in the garden

Gardeners may not smoke in the garden.

Gardeners may not use alcohol or illegal drugs while on garden premises. Gardeners may not bring alcohol or illegal drugs onto the garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal drugs.

Gardeners may not engage in sexual relations in the garden.

Gardeners may not start or maintain a campfire, burn weeds, use a barbecue or cook in the garden.

Gardeners may not play music or the radio loud enough to be a nuisance to other gardeners or to other of the garden's neighbors.

The garden is for personal, noncommercial use only. Gardeners may not sell any produce or flowers grown in the garden.

Problems

Gardeners will notify the manager concerning any disputes about the garden or with fellow gardeners. The manager will have the power to hear these disputes and resolve them in the best interest of the garden.

Gardeners may lose their rights to participate in the garden if they fail to comply with any of these rules. If a gardener:

- endangers other gardeners, KSWCD staff, neighbors, or other individuals;
- takes or uses another gardener's tools, supplies, or produce without permission;
- encroaches on garden neighbor's property;
- grows illegal plants;
- carries, uses, or stores firearms in the garden;
- has sexual relations in the garden.

KSWCD may, at its discretion, terminate immediately the gardener's right to participate in the garden. If that occurs, the gardener must leave the garden by dusk on the day of termination and may not reenter without KSWCDs permission.

If a gardener violates any other of these rules, KSWCD will inform the gardener of the violation notifying them via email or telephone. The Gardener will have a week to correct the violation. If the violation is not corrected within a week, as determined by KSWCD, in its discretion, KSWCD may, at its discretion, terminate the gardener's agreement. After termination, the gardener will have 2 weeks to harvest and clean up the plot.

Terminated gardeners are not entitled to any refunds or other payments by KSWCD.

Under no circumstances will gardeners be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from KSWCD, or the landowner, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the garden.

Other Provisions

KSWCD may amend these rules in its discretion without advance notice. KSWCD will provide all gardeners with a copy of the current rules, will post a copy of the current rules at the garden, and will summarize any changes at the next annual meeting. The gardeners may propose changes to the rules for KSWCD's consideration.

The gardener's agreements with individual gardeners are subject to the Memorandum of Understanding (MOU) between the landowner and KSWCD. As a result, if the landowner terminates the MOU, the garden will close, and the gardener's agreement will terminate. At that time, the gardener will no longer have access to the garden.

Nothing in these rules limits, qualifies, or otherwise affects the garden agreements between KSWCD and each gardener. Should there be any ambiguity or conflict between a between a gardener agreement and these rules, the gardener agreement will control agreement.

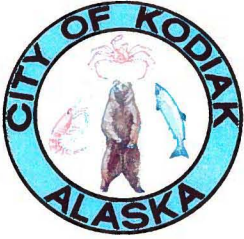
Any waiver by KSWCD of these rules must be in writing and signed by the garden manager. Failure, neglect, or delay by KSWCD at any time to enforce the provision of these rules will not be considered a waiver of KSWCD's rights under these rules. Waiver of any breach or provision of these rules or failure to enforce any breach or provision of these rules will not be considered a waiver of any later breach or the right to enforce any provision of these rules.

KSWCD will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.

KSWCD will establish a sign up period and assign plots on a first come, first served basis, when a prospective gardener signs an agreement and remits a fee (amount yet to be determined). After all the plots are assigned for the year, interested gardeners can sign up on a waiting list for the assignment of future plots as they become available.

A gardener who has used a specific plot in the current year, has honored all aspects of the agreement, and is interested in gardening at that plot during the next year will have first right of refusal to that individual plot, provided he pays the annual fee before April 1 of the following year.

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Office of the City Clerk

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

MEMORANDUM

To: Mayor Branson and Councilmembers

Date: December 10, 2013

From: Debra Marlar, MMC *DM*
City Clerk

Subject: iPad Use Policy

The Council authorized funds in the FY2014 budget to purchase iPads for elected officials. The budget also includes a monthly cellular data plan that allows for 3 GB of data, which is sufficient for City business.

The City does not presently provide devices to elected officials to conduct City business. If you continue to use your personal device to conduct City business you, as well as the City, are at risk for the following:

- Your personal or business computers and/or phones and other devices may be seized in the event of a lawsuit and discovery request.
- The City is at risk of not following acceptable recordkeeping laws and may be fined in the event of a lawsuit.
- You may be accused of violating the Open Meetings Act.

At the recent records management conference I attended, the practice of elected officials (and others) using personal devices to conduct business was extensively discussed. There is an acronym for this practice - BYOD (bring your own device). Because of court cases, many companies are establishing policies to address this problem.

Most municipalities and other organizations that use devices to conduct business use an iPad. I have experimented with the iPad, as well as a windows-based tablet, and have found the iPad to be the easiest and most consistent device for conducting City business and the device used most frequently by other municipalities.

If some of you choose not to use a City device to conduct City business, I recommend the use policy be altered to include use of personal devices and a requirement to forward a copy of all City-related emails, texts, etc. to your City email account, so the Clerk's Office may maintain the information in accordance with the records retention laws.

The attached draft policy was modeled after similar policies used in other municipalities. Once the Council has agreed in concept, we will obtain a review by our attorney before bringing this forward for formal acceptance.

D R A F T

Mayor and City Council iPad Policy

1. **Purpose.** The City of Kodiak recognizes the benefits of utilizing digital communication and information and supports the utilization of the iPad by the Mayor and City Council. Users of the iPad acknowledge, understand, and respect the underlying iPad, Internet, and usage philosophy that outline the basis of this policy.
2. **Receipt of iPad.** The City Clerk, or designated Information Technology (IT) Administrator, will issue iPads that include appropriate applications for use relating to City business. The iPads will serve as the source of email and other documents electronically transmitted to elected officials.
3. **Care of iPad.** Users are responsible for the general care of the iPad that they have been issued by the City iPads must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen.
4. **Software on iPad.** The software and applications installed by the City must remain on the iPad in usable condition and be readily accessible at all times. From time to time, the City may add or upgrade software applications such that users may be required to check in their iPads with the City Clerk, or designated IT Administrator, or the for periodic updates and syncing. In the event it becomes necessary to restore an iPad to its original condition, the City will not be held responsible for the loss of any software or documents deleted due to a re-format and re-image. Any software, email messages, or files downloaded via the Internet into the City systems become the property of the City and may only be used in ways that are consistent with applicable licenses, trademarks, or copyrights.

Files from sources that a user may have any reason to believe may be untrustworthy shall not be downloaded, nor shall files attached to email transmissions be opened and read unless the user has knowledge that they originate from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the City's information systems. Users will be held accountable for any breaches of security caused by files obtained for non-City business purposes.

5. **Life of the iPad.** The technological life of the iPad is estimated at three years; therefore, the iPads will be assessed every three years and, if necessary, the City will purchase upgraded devices through the budgeting process.
6. **WARNING – NO PRIVACY.** Communications made via City-issued devices are subject to disclosure under the Open Records Act or for litigation purposes, unless a privilege or exception exists that justifies withholding the information.
7. **Audits.** All iPads are subject to audit. If requested by _____, users have three days to provide their iPad to the IT Administrator. They will be provided a “loaner” to use in

the interim. Typically, the IT Department will return the iPad to the user within five business days. *Clerk's Note: this section may be unnecessary due to the provisions of section 14 below.*

8. **Representations.** In advocating, advancing, or expressing any individual religious, political, or personal views of opinions, users must not misrepresent their statements as official City policy unless authorized to do so.
9. **Email Usage for City Business.** For the purposes of activity related to City business, the user shall conduct all email communication through their assigned City email account. Emails on the City email account are archived and retained by the City. This account shall be synced to the user's individual iPad. Personal email boxes are allowed to be synced to the iPad as well, but all City-related business must be conducted through the City email address or copied to the City email address if the user's personal email box is used.
10. **Acceptable Use.** The iPad, Internet and email access provided are tools for conducting City business. Thus, City use of such tools will be primarily for City business related purposes; i.e., to review City Council agenda materials and obtain useful information for City-related business. All of the City's computer systems, including the iPad, are considered to be public property. iPad, Internet, and email activities will be traceable to the City and will impact the reputation of the City. City-issued iPads shall not be used to send or knowingly download any vulgar, discriminatory, or pornographic content. Users shall refrain from making any false or defamatory statements in any Internet forum or from committing any other acts that could expose the City to liability.

City-issued iPads are not to be used for operation of a business for personal gain, sending chain letters, or any other purpose that interferes with normal City business activities. Users shall not use City-issued iPads for any illegal activity.

Except in an emergency, users shall not use email, instant messaging, text messaging, or similar forms of electronic communications at any time during a meeting of the City Council. Users shall not use the iPad in any way as to violate the Open Meetings Act requirements of the State of Alaska.

iPad users are allowed to have music and install apps on their iPad; however, the items downloaded and synced to the iPad must be in compliance with Federal copyright laws and shall be acquired at the expense of the user. All applications used in the course of business-related activities shall be secured in conjunction with the IT Department.

11. **Use of Cellular Network.** Any download usage for iPads that are activated on the City's account for cellular access shall not exceed the allowable monthly limits provided under the City's plan. Any overage shall be paid by the individual user. Should a user activate the cellular coverage under their own personal account, the user shall be responsible for all costs incurred.
12. **User Responsibility.** It is the responsibility of the user to ensure the City-provided iPad is kept in a reasonable and safe condition. Should an iPad be accidentally lost, damaged, or stolen, responsibility for replacement shall be as follows:

- a. First time: City shall repair or replace at no cost to the user.
- b. Second time: The City shall pay half the cost of repair or replacement and the user shall pay half the cost.
- c. Third time: The user shall be entirely responsible for repair or replacement costs and shall replace the unit within two weeks of the equipment loss.

iPads that are damaged or destroyed through intentional misuse must be repaired or replaced at the user's expense.

13. Return of the iPad. Users shall return their iPad to the City Clerk or designated IT Administrator when the individual's term and service as Mayor or Councilmember has ended. Upon return of the iPad to the City and following the preparation of any appropriate backup files, the iPad will be wiped clean of any and all information. *Clerk's Note: some organizations and municipalities allow elected officials to keep the iPad upon completing at least one full term in office. When that is the case, the iPad is returned to the IT department, all City business applications are removed, and the iPad is returned to the departing elected official. This is done because the life cycle of an iPad is typically three years.*

14. Compliance with Policy. The City reserves the right to inspect any and all files stored on iPads that are the property of the City in order to ensure compliance with this policy. Users do not have any personal privacy right in any matter created, received, stored in, or sent from any City-issued iPad, and the IT Administrator is hereby authorized to institute appropriate practices and procedures to ensure compliance with this policy. Any violation of this policy may result in discipline as deemed appropriate by the balance of the City Council.

I hereby certify that I have received a written copy of the Mayor and City Council iPad Policy form. I have read and fully understand the terms of this policy and agree to abide by it.

Dated: _____

By: _____
(Elected Official's Signature)

(Printed Name)