

REVISED DECEMBER 9, 2013 [Clerk’s Note: the revised agenda moved an item under New Business to item Unfinished Business.]

City of Kodiak Regular Council Meeting Agenda for December 12, 2013

7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

I. Call to Order/Roll Call	
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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, OCTOBER 24, 2013
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

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

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

II. PREVIOUS MINUTES

Councilmember Haines MOVED to approve the minutes of the October 10, 2013, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Proclamation: Celebrating Senior Citizens of Kodiak, Inc., on Its 40th Anniversary and Third National Accreditation Achievement

Councilmember Davidson read the proclamation, which recognizes the re-accreditation of the Kodiak Senior Center and the contributions of the Center during its forty years of service to the Kodiak community.

Dave Blacketer, Senior Citizens of Kodiak, Inc. board member, accepted the proclamation and stated he was thankful for the work that was done for the re-accreditation. He acknowledged Pat Branson, Executive Director of the Senior Citizens of Kodiak Inc. for her 25 years of service and her dedication.

b. Public Comments

Natasha Hayden, Chairperson for the Parks and Recreation Advisory Board spoke in opposition to the proposed park hours proposed in Ordinance No. 1313. She proposed that the park hours extend to 12 a.m. from April 1 to September 30.

IV. UNFINISHED BUSINESS

a. **Continued First Reading, Ordinance No. 1312, Authorizing the City to Enter Into a Memorandum of Agreement With the State of Alaska, Department of Transportation and Public Facilities Regarding the Kodiak Ferry Terminal and Dock Improvements**

Deputy Mayor Whiddon read Ordinance No. 1312 by title. Several years ago Congress authorized funding for the planning, design and construction of an Alaska Marine Highway System (AMHS) terminal in Kodiak. The dock will be a component of the National Highway System. The State Department of Transportation and Public Facilities (DOT&PF) is responsible for planning design and construction of a new dock at Pier I. Engineering is essentially complete. City staff was included and consulted in all aspects of planning. Construction is anticipated for 2014 and is estimated to cost \$14.3 million. When complete, the dock becomes the property of the City of Kodiak. DOT&PF requires the City to enter into a memorandum of agreement, which covers the terms, scope, design, construction, ownership, right-of-way, operations, and maintenance obligations for the life of the facility – about 30 years. DOT&PF asserts that the City Council must approve the MOA before the State will award construction contracts. DOT had not completed their internal review of the latest version of the MOA on October 10, 2013, so the Council moved to continue the first reading to the October 24, 2013, meeting.

Clerk's Note: The motion to pass Ordinance No. 1312 was made at the October 10, 2013, meeting. The motion is again before the Council.

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

V. NEW BUSINESS

a. **First Reading Ordinance No. 1313, Enacting Kodiak City Code 18.32.115, Park Closure, to Designate Hours When Parks Are Closed to the Public**

Deputy Mayor Whiddon read Ordinance No. 1313 by title. City staff and the Parks and Recreation Advisory Board have recommended that Council establish open and closing hours for the many large and small parks the City owns. At this time, none of these parks are governed with opened and closed park hours. While City Code exists for noise complaints and curfew hours, KPD cannot ask a person to vacate a public place, like a park, without codified hours. Furthermore, the Parks Department cannot staff the facilities in a responsible manner without fixed hours of operation for some of the parks in its care. The opportunity for vandalism and other acts harmful to the public's interest increases later in the evening. The value of the improvements on the parks with fields and playgrounds exceed \$10 million and are vulnerable to vandalism. The most significant act of vandalism resulted in approximately \$1 million in damage to the ice rink last summer.

Councilmember Davidson MOVED to pass Ordinance No. 1313 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

b. Resolution No. 2013–29, Urging the Secretaries of Agriculture and Interior to Revise Rural Determination Process Under Alaska National Interest Lands Conservation Act, Title VIII

Deputy Mayor Whiddon read Resolution No. 2013–29 by title. The Federal Subsistence Board initiated a review of the process and criteria used to determine rural subsistence status, which occurs every ten years or so. The Board has requested comments on the determination process until November 1, 2013, which include populations, rural characteristics, aggregation of communities, timelines, and other information.

Councilmember Haines MOVED to adopt Resolution No. 2013–29.

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

c. Authorization of a Professional Services Contract for Composting Design, Project No. 7517

The City has been working on a solution for both temporary and long term disposal of biosolids for multiple years. A sludge disposal study was conducted in 2008 to evaluate potential options, and a pilot composting project was conducted in 2010 to verify the feasibility of composting the community's biosolids. CH2MHill has been providing professional engineering support throughout the process. On October 10, 2013, the Borough Assembly stated their intent to approve the transfer of approximately 2.36 acres of land from within the landfill property to the City and is expected to approve the transfer at their October 17, 2013, meeting. The City will then be able to begin the geotechnical investigation and start the design and permitting phase of the project.

Councilmember Walker MOVED to authorize a professional services contract with CH2MHill in an amount not to exceed \$416,000 for the design and permitting of a Class "A" (EQ) composting facility, with funds coming from the Sewer Capital Improvement Fund, Biosolids Management, Project No. 7517, and authorize the City Manager or designee to execute the documents on behalf of the City.

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

d. Authorization of Professional Services Contract for Monashka Pumphouse Design, Project No.11-05/7029

The Monashka reservoir and pumphouse supply the City of Kodiak with its main source of water. The existing pumphouse was built in the 1970s and is no longer adequate to reliably meet Kodiak's water needs. The City completed a feasibility study of the facility in December 2012, which showed the building needs to be replaced due to serious structural and seismic deficiencies. Council approved an amendment to the Monashka Pumphouse Feasibility Study with CH2MHill in February 2013 to determine potential sites to build a new pumphouse and move this project to roughly 20 percent design. This work was completed, and staff made a presentation to Council on the preferred design components at the October 8, 2013, work session.

Councilmember Davidson MOVED to authorize a professional services contract with CH2MHill to design the Monashka Pumphouse Project No. 11-05/7029 in the amount of \$399,500, with funds coming from Water Capital Improvement Fund Project No. 7029 and authorize the City Manager or designee to execute the agreement on behalf of the City.

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

e. Authorization of Expense to Remove the Inactive AT&T Satellite Dish Adjacent to the New Library, Project No. 6012

This memo recommends approval of the agreement between the City and Alascom, Inc. (d.b.a. AT&T Alaska) to remove and dispose of the inactive east antenna dish at 510 Mill Bay Road, adjacent to the new Public Library. Removal of the dish will greatly enhance the view looking toward the library, as well as looking out the window from the library. Removal of the dish has been contemplated as part of the program since the early planning stages.

Councilmember Haines MOVED to authorize the expenditure of \$45,000 to AT&T upon the completion of the removal of the inactive satellite dish on the AT&T property adjacent to the new library and authorize the City Manager or designee to sign the agreement document.

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

f. Authorization of Amendment No. 2 to the Professional Services Contract for Design Completion of Aleutian Homes Phase V, Project No. 10-03/7026

The City started working on a phased utility replacement of the water and sewer utilities in the Aleutian Homes in 2005. The Aleutian Homes subdivision was built in the early 1950s and several segments of the water and sewer system are still in place from that original construction. The Council approved the design contract with DOWL HKM in August 2009 for Aleutian Homes Water and Sewer Replacement Phase V. The project was designed to 95 percent. The City was awarded an Alaska Municipal Matching Grant (AMMG) for a segment of this project, and a portion of the project (segment A) was built in the summer of 2013. The remaining segments B and C must be finalized in order to bid the project later this winter.

Councilmember Bishop MOVED to authorize contract Amendment No. 2 with DOWL HKM in the amount of \$54,494 to complete design services for the Aleutian Homes Water and Sewer Replacement Phase V Project No. 10-03/7026 and authorize the City Manager or designee to sign the documents for the City.

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

g. Authorization of Animal Control Contract

The Borough Assembly decided to contract again with the City for animal control services on the road system in the Borough after having been without the services for several years. City and Borough staff negotiated a three-year agreement, which the Assembly approved at their October 3, 2013, meeting.

Councilmember Walker MOVED to authorize the animal control contract between the City and the Borough, which will be effective from November 1, 2013, through June 30, 2016, and authorize the City Manager or designee to sign the agreement for the City.

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

VI. STAFF REPORTS

a. City Manager

Since the City Manager was not present, there were no comments.

b. City Clerk

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

VII. MAYOR'S COMMENTS

Since the Mayor was not present, there were no comments.

VIII. COUNCIL COMMENTS

Councilmember Walker said he was appreciative for the staff work on the various City projects that continually make Kodiak a better community. He encouraged the public to attend the work sessions and regular meetings to become involved with City business.

Councilmember Haines thanked Mayor Branson and her staff for their work at the Senior Center. He said he was pleased and thanked the Kodiak Island Borough for granting the license agreement for composting and working collaboratively.

Councilmember Davidson thanked Engineer Glenn Melvin and Public Works Director Mark Kozak for their work on the composting and pumphouse projects. He asked the public to be careful on Halloween.

Councilmember Saravia thanked the Public Works and Engineering Departments for their hard work. He thanked the Police Department staff for attending the meeting. He said that the Council is working diligently on the current projects. He gave a fishing update.

Councilmember Bishop thanked Sutliff’s and the Kodiak Chamber of Commerce for sponsoring the downtown Halloween event for the children.

Councilmember Whiddon said he appreciated the U.S.C.G. event last weekend, which recognized the work they do for the community. He thanked the department heads that regularly attend the Council meetings for their availability to the public.

IX. AUDIENCE COMMENTS

None

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:07 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: December 12, 2013

Agenda Item: III. a. Oath of Office

SUMMARY: City Charter Article IV-7 stipulates all officers of the City and such employees as the council may designate shall take and subscribe to the oath or affirmation of office prescribed by the Alaska constitution, Article XII, Section 5. The oath or affirmation shall be filed and kept in the city clerk's office.

Although the City Code does not specifically require the Chief of Police to take the oath of office, the Chief has historically done so.

NOTES/ATTACHMENTS:

Attachment A: Oath of Office

CITY OF KODIAK, ALASKA

Oath of Office

December 12, 2013

I, Ronda Wallace, do solemnly affirm that I will support the Constitution and laws of the United States, the laws of the State of Alaska, the ordinances of the City of Kodiak, and that I will faithfully and honestly perform the duties of Chief of Police, so help me God.

CITY OF KODIAK

Ronda Wallace, Chief of Police


ATTEST:

Debra L. Marlar, City Clerk

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UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Marty Owen, Harbormaster
Date: December 12, 2013

Agenda Item: IV. a. Second Reading and Public Hearing, Ordinance No. 1312, Authorizing the City to Enter Into a Memorandum of Agreement With the State of Alaska, Department of Transportation and Public Facilities Regarding the Kodiak Ferry Terminal and Dock Improvements

SUMMARY: Several years ago Congress authorized funding for the planning, design and construction of an Alaska Marine Highway System (AMHS) terminal in Kodiak. The dock will be a component of the National Highway System. The State Department of Transportation and Public Facilities (DOT&PF) is responsible for planning design and construction of a new dock at Pier I. Engineering is essentially complete. City staff was included and consulted in all aspects of planning. Construction is anticipated for 2014 and is estimated to cost \$14.3 million. When complete, the dock becomes the property of the City of Kodiak. DOT&PF requires the City to enter into a Memorandum of Agreement (Attachment B) which covers the terms, scope, design, construction, ownership, right-of-way, operations, and maintenance obligations for the life of the facility – about 30 years. DOT&PF asserts that the City Council must approve the MOA before the State will award construction contracts. DOT had not completed their internal review of the latest version of the MOA on October 10, 2013, so the Council moved to continue the first reading to the October 24, 2013, meeting. At the October 22, 2013, work session, Council reviewed the MOA and requested revisions to Section VI (c) (2) to reflect a \$55,000 annual contribution from AMHS for the first three years, instead of the first year only. The suggested revisions were sent to DOT and DOT agreed to the change. Staff recommends Council authorize the MOA and requests that Council amend and adopt Ordinance No. 1312 following the public hearing.

PREVIOUS COUNCIL ACTION:

- Following the City's visit to Juneau in the spring of 2011 to discuss the new ferry terminal project, DOT personnel came to Kodiak on several occasions in 2011 and 2012 to discuss the project, funding availability, the preferred location of the new facility, and presented conceptual drawings for discussion. Council made the recommendation that the upgrade or replacement of Pier I was the best and most affordable solution in 2012, and DOT started work on the design of a replacement dock for Pier I in 2013.
- Council moved to continue the first reading to the October 24, 2013, meeting to allow DOT time to get legal and departmental approval of the latest version of the MOA, as discussed by both parties on October 3, 2013.

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- Council discussed the MOA at the October 22 work session and voiced a consensus to revise Section VI (c) (2) of the MOA to reflect a \$55,000 annual contribution from AMHS for the first three years, instead of the first year only.
- Council advanced the ordinance to second reading and public hearing at the October 24.

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

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

City staff, the City Attorney, and DOT staff have met on several occasions to set the terms of the agreement, as outlined in the attached MOA. The term is proposed for the life of the dock – 30 years. Due to the length of the agreement, the City Charter requires Council to approve the MOA by ordinance.

ALTERNATIVES:

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

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

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

STAFF RECOMMENDATION: Staff recommends Council amend and adopt Ordinance No. 1312 following the public hearing. This will secure state and federal funds and keep the project on track for construction in 2014.

CITY MANAGER'S COMMENTS: I support entering into this long-term MOA and request Council approve the ordinance. This will allow the State DOT&PF to construct a modern replacement dock at Pier I using state and federal funds. No City funds are required or expected for design or construction (Attachment B). Once the project has reached final completion, the City will have full ownership. However, due to state and federal requirements, we must work within the confines of the MOA, which is the trade-off for receiving the new facility. We will establish a sinking fund for revenues generated from the dock by other vessels. We will be obligated to provide maintenance for the facility as outlined in the agreement.

The MOA (Attachment B) has been reviewed by DOT and the state Attorney General's office. This version reflects most of staff's requests for changes, and the City Attorney's suggested changes are all included in this version as well. Also included in the MOA are changes suggested by the City Council at the October 22 work session, which were reviewed by and acceptable to the Alaska Department of Transportation and Public Facilities.

ATTACHMENTS:

- Attachment A: Ordinance No. 1312
- Attachment B: Final Draft MOA
- Attachment C: Pier I project exhibit

PROPOSED MOTIONS:

- 1) Move to adopt Ordinance No. 1312.

- 2) Move to amend Section 1 of Ordinance No. 1312 by inserting the words "revised December 12, 2013" between the words "MOA" and "hereby" in the first line and to substitute the previous MOA with the MOA revised December 12, 2013.

**CITY OF KODIAK
ORDINANCE NUMBER 1312**

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

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

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

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

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

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

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

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

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

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

- Section 1:** The form and content of the MOA, [revised December 12, 2013](#), hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the MOA to DOT&PF on behalf of the City, in substantially the form and content now before this meet-

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

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

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

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: Postponed October 10, 2013

Continued First Reading: October 24, 2013

Second Reading:

Effective Date:

MEMORANDUM OF AGREEMENT

Between

STATE OF ALASKA

Department of Transportation and Public Facilities

And

CITY OF KODIAK

Regarding

KODIAK FERRY TERMINAL & DOCK IMPROVEMENTS

State Project #68938

[\(Revised December 12, 2013\)](#)

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

RECITALS

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

WHEREAS, this Agreement concerns improvements to the Pier 1 ferry terminal in Kodiak, which forms part of the state highway system;

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

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

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

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

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

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

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

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

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

WHEREAS, the Kodiak City Council has ~~approved~~adopted Resolution No. *, Ordinance No. 1312, which authorizes the City to enter this Agreement;

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

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

TERMS OF AGREEMENT

I. Incorporation

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

II. Term

(A) This Agreement is effective once signed by both Parties and expires either: (1) in a manner consistent with a finding of the DOT&PF Commissioner that public need and the best interests of State no longer support use of the facility that is the subject of this Agreement as a public ferry facility or (2) the day following the 30-year anniversary of the date on which DOT&PF transfers ownership of the Project to the City per Part V of this Agreement, whichever occurs first.

(B) If this Agreement does not otherwise expire per Part II(A)(1), then, before the 30-year expiration under Part II(A)(2), the Parties agree to negotiate in good faith for an extension of this Agreement if the facility remains in serviceable condition and if it is cost effective for the State to continue use of this existing facility rather than construct a new ferry facility in Kodiak.

III. Project Purpose and Scope

(A) The purpose of this project is to provide a new terminal facility in Kodiak, which consists of a new dock and associated improvements that are dedicated to serving Alaska Marine Highway System (AMHS) vessels and operations, as well as those of any other entity providing public ferry service. The Parties acknowledge that, following project completion, DOT&PF will

transfer ownership of the constructed facility to the City and the City will own, operate, and maintain the facility in accordance with this Agreement.

(B) This project consists of planning, designing and constructing improvements to Kodiak's Pier 1 dock to provide a facility compatible with AMHS vessels and operations, while maintaining dock functionality for non-AMHS vessels. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems. As shorthand, the Parties will refer to this collective planning, design, and construction effort as "the Project."

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

IV. Design, Construction, & Ownership of Project

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

- (1) Submit necessary Project requests in the State capital budgeting process and obtain legislative authority to spend the appropriated funding;
- (2) Provide the federal match share consistent with departmental policy, *see* P&P #09.01.040 – Local Match for CIP;
- (3) Perform each of the following Project phases, which it will initiate only after receiving appropriate federal authorization:
 - Phase 2: Design;
 - Phase 3: Right-of-way acquisition/certification; and
 - Phase 4: Construction;
- (4) Prepare Plans, Specifications, and Estimate (PS&E) package;
- (5) Administer all aspects of Project procurement and resulting contracts;
- (6) Develop the Project with DOT&PF staff and/or contracted professional services;
- (7) Seek City review, comment, and, if applicable, approval on appropriate subjects, which may include:
 - Project design at 35% and 95% stages of completion;
 - PS&E package final review prior to advertisement;
 - Construction change orders prior to approval;
- (8) Acquire all necessary rights of way in the name of the City of Kodiak;
- (9) Pay all appropriate costs, fees, and expenses from appropriated Project monies;
- (10) Comply with applicable statute, regulations, codes, and standards regarding administration, design, and construction of the Project.

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

- (1) Provide a sufficient number of qualified personnel at no cost to the Project as needed to work with DOT&PF regarding Project development and administration, including any legal claims that might arise;
- (2) Promptly review, comment on, and, if applicable, approve or reject any matter that DOT&PF submits for the City's consideration;

- (3) Authorize DOT&PF and its contractors to conduct Project-related work on City property and provide DOT&PF with construction easements and such other interests as required to satisfy the needs of Project construction, operations, maintenance, and right-of-way certification.
- (4) Inspect the Project prior to Project closeout.

V. Final Inspection & Transfer of Ownership

(A) The City may participate in DOT&PF's final inspection of the Project. However, DOT&PF shall solely determine when the Project reaches substantial completion, as well as the suitability of contractor's work. As used in this Agreement, "Substantial completion" means the point at which:

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

(B) Following substantial completion and DOT&PF's determination upon final inspection that contractor's work is complete and satisfactory, DOT&PF will transfer title and right-of-way, operations, and maintenance responsibilities for the Facility to the City, which the City will promptly accept. On or before the transfer, DOT&PF will provide the City with "as built" drawings of the Facility.

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

(A) Upon DOT&PF's transfer of the Facility to the City, the City will acquire and perform responsibilities imposed by federal and state statute, regulation, procedures, policies, guidelines, and agreements, to the extent that they apply to the operation and maintenance of the Facility, including the following:

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

- (2) State highway requirements *see, e.g., AS 19.25.010 et seq. (Utilities, Advertising, Encroachments, & Memorials), 17 AAC 15.011 et seq. (Utility Permits), DOT&PF Utility Manual, and DOT&PF Right-of-Way Manual.* (The City may access these manuals on DOT&PF's website: <http://www.dot.alaska.gov/>);
- (3) Maritime Transportation Security Act of 2002, as codified in 46 U.S.C. Chapter 701, and its implementing regulations; and
- (4) The obligation to operate and maintain the Facility throughout the term of this Agreement .

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

- (1) Planning, scheduling, administration, and logistics of Facility maintenance activities;
- (2) Parties agree to a coordinated security plan;
- (3) Riprap slope protection, including erosion control, to as-built conditions;
- (4) Snow and ice control and associated tasks as may be required for the safe and timely passage of public users of the ferry terminal and dock;
- (5) Maintaining signs and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
- (6) Maintaining dock and fender structures in a proper, serviceable condition, including panels, piles, cathodic protection components, bull rails, hand rails, cleats, bollards, ladders, gates, fencing, and overhead and navigational lights; and
- (7) Removal of debris, rubbish, and dead animals.

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

- (1) On or before January 2 of the calendar year in which the Facility is expected to commence operation, and on or before every January 2 thereafter while AMHS' contribution commitment remains in effect, the City will provide AMHS with a projected budget that identifies anticipated Maintenance Items for the ensuing fiscal year, *i.e.*, July 1-June 30, associated costs for each anticipated Item, and anticipated revenue the City expects to generate during that fiscal year through public use of the Facility as permitted by Part VIII of this Agreement.
- (2) During the first three fiscal years in which the facility is in operation, AMHS will provide the city with the "AMHS Contribution" which for ~~this-the~~ first three years will be \$55,000 annually. ~~Beginning in the fourth fiscal~~future years AMHS and the City will negotiate the "AMHS Contribution" for that year prior to the beginning of said year. At the conclusion of each fiscal year, but no later than the ensuing August 31, the City will provide AMHS with an itemized list of actual Maintenance Items performed during that fiscal year, the associated costs for each Item actually performed, and supporting documentation that demonstrates such performance and costs. Additionally, the City will provide AMHS with an accounting of the revenue it generated during that fiscal year from public use of the Facility.
- (3) If the City's actual cost of performing Maintenance Items during a fiscal year exceeds the actual revenues generated from public use of the Facility for that year plus the State's

~~\$55,000~~ contribution, then the City is responsible for those excess costs without further contribution from AMHS.

Conversely, if the City's actual cost of facility maintenance during a fiscal year is less than the actual revenues generated from public use of the facility for that year plus the appropriate "AMHS Contribution" then the City will promptly reimburse AMHS the calculated excess amount.

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

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

VII. Use by AMHS Vessels, Passenger, & Vehicles

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

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

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

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

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

VIII. Revenue

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

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

IX. Indemnification

(A) The City shall hold DOT&PF, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend and indemnify the State for liability, claims, demands, fines, penalties, and causes of action arising in connection with this MOA, the Project, and/or the Facility. The City’s duty to defend and indemnify shall apply regardless of whether it is also alleged that the State’s acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

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

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

(3) The City’s obligation to indemnify does not apply to damage to the Facility for which DOT&PF is responsible under Part VI(D).

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

X. Cancellation Remedies

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

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

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

incurred in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

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

XI. Breach of Contract Provisions

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

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

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

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

XII. Notification

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

DOT&PF: Regional Director
 DOT&PF, SE Region,
 6860 Glacier Hwy, MS-2506
 Juneau, Alaska 99811-2506
 Ph: 907/465-1762
 Current addressee: al.clough@alaska.gov

DOT&PF: General Manager
 DOT&PF, Alaska Marine Highway System,
 7559 N Tongass Highway
 Ketchikan, Alaska 99901

Ph: 907/228-7255
Current addressee: john.falvey@alaska.gov

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

XIII. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES – Alaska Marine
Highway System

By: _____
Captain John F. Falvey, General

Manager

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

Notary Public in and for Alaska
My commission expires: _____

Dated: _____

CITY OF KODIAK

By: _____
Aimee Kniaziowski, City Manager

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

State of Alaska
Third Judicial District

Notary Public in and for Alaska
My commission expires: _____

Acknowledgment of the Kodiak City Council

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

Dated: _____

Clerk, City of Kodiak

Kodiak Ferry Terminal and Dock Improvements Project

State Project No.: 68938

Appendix A

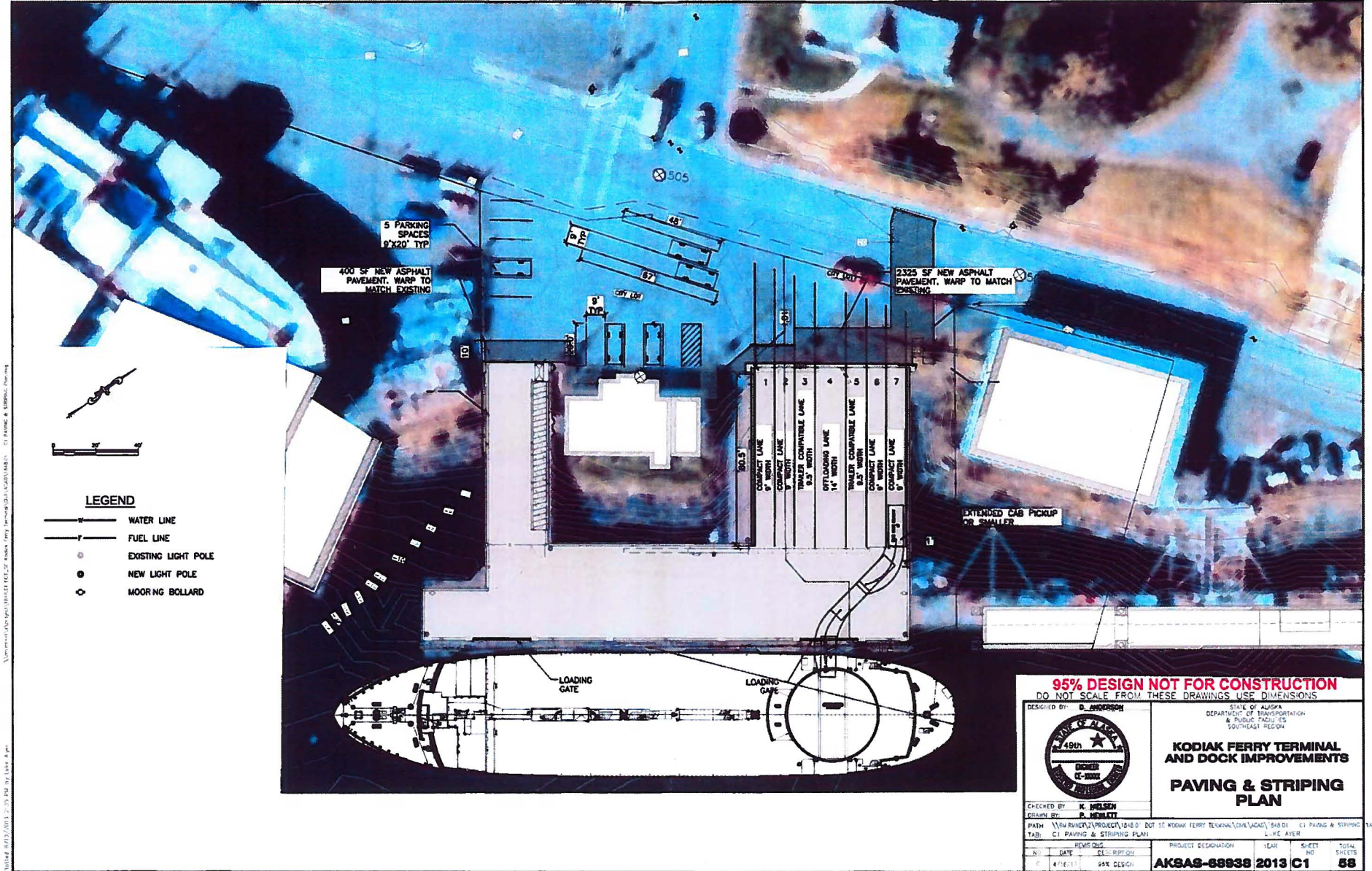
Scope, Schedule, Estimate

Scope

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



STIP page attached thru Amendment #6 (2013)



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

DESIGNED BY: **D. ANDERSON**

CHECKED BY: **K. BRILSON**
R. HEALEY

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES
SOUTHEAST REGION

KODIAK FERRY TERMINAL AND DOCK IMPROVEMENTS


PAVING & STRIPING PLAN

PATH: \\WINRIVER\PROJECTS\14810 - DOT ST KODIAK FERRY TERMINAL\DRAWINGS\14810 - C1 PAVING & STRIPING PLAN.dwg
TAB: C1 PAVING & STRIPING PLAN

NO.	DATE	REVISION	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
1		ISSUE FOR PERMIT				
2		ISSUE FOR DESIGN				
			AKSAS-68838 2013 C1		58	

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Thru: Charlie Powers, Parks and Recreation Director & KPD Chief of Police Ronda Wallace

Date: December 12, 2013

Agenda Item: **IV. b. Second Reading and Public Hearing, Ordinance No. 1313, Enacting Kodiak City Code 18.32.115, Park Closure, to Designate Hours When Parks Are Closed to the Public**

SUMMARY: City staff and the Parks and Recreation Advisory Board have recommended that Council establish open and closing hours for the many large and small parks the City owns. At this time, none of these parks are governed with opened and closed park hours. While City Code exists for noise complaints and curfew hours, KPD cannot ask a person to vacate a public place like a park without codified hours. Furthermore, the Parks Department cannot staff the facilities in a responsible manner without fixed hours of operation for some of the parks in its care. The opportunity for vandalism and other acts harmful to the public's interest increases later in the evening. The value of the improvements on the parks with fields and playgrounds exceed \$10 million and are vulnerable to vandalism. The most significant act of vandalism resulted in approximately \$1 million in damage to the ice rink last summer. Staff identified an error in the ordinance and recommends it be amended to reflect park closure for City parks only. Staff recommends Council amend and adopt Ordinance No. 1313 following the public hearing.

PREVIOUS COUNCIL ACTION:

- On September 24, 2013, staff presented staff and advisory board recommendations to Council on park hours of operation. Council directed staff to work with the attorney to develop an ordinance that would establish City-owned park hours as follows:
Winter Hours (Sept 1 - April 30) 5 a.m. to 10 p.m.
Summer Hours (May 1 - August 31) 5 a.m. to 11 p.m.
- October 24, 2013, Council passed Ordinance No. 1313 in the first reading and advanced to second reading and public hearing.

DISCUSSION: City staff and the advisory board believe it is imperative to establish park hours for those reasons discussed in the summary. The City Council, advisory board, and staff are in agreement that park hours are necessary and should be enforceable and easily communicated. However, the Council requested slightly different hours from those recommended due to the expectation of public access.

Arguments can be made for and against late time hours and seasonal hours. Many of the parks are within established neighborhoods, which can create use conflicts during the later part of the evening. The nature of the individual parks is also an important consideration when establishing hours. Operationally, amending the City Code to govern City parks will help KPD and the Parks Department. Under this ordinance, violators will be cited and prosecuted under Alaska State Statutes, not City Code. Citation under the City Code could, in some cases, result in additional costs when the City is required to cover both prosecution and defense fees for indigent persons. Therefore, it was decided to cite violators under State regulations.

Baranof Park is the busiest public facility in the community and contains the largest level of outdoor recreational improvements. Baranof is home to industry-leading playing surfaces including an ice rink, skate park, tennis court, playground, track, baseball field, and football field. From an operational perspective, the focused use is a good thing, because it increases the quantity and quality of public enjoyment while creating efficiency in terms of upkeep and oversight. However, operating hours definitely reach a point of diminishing return and risk tolerance. The Parks Department will schedule a staff member to be on duty at Baranof Park to act as the City's point of contact for outdoor facilities during open park hours.

East Addition Park has the second highest value of assets and receives the most complaints from adjacent neighbors and is frequently vandalized. The park contains basketball courts, a baseball field, playground equipment, and a bathroom/concession building and, therefore, has similar challenges to Baranof Park.

Selief and Hillside Playgrounds are designed for children and their families to enjoy; however, they can be a magnet for other people to use during evening hours. The equipment in these parks have age and weight engineering constraints and are damaged or ruined when misused. A piece of playground equipment is surprisingly expensive, and given the nature of these playgrounds, it is likely in the public's best interest to establish policy that protects health and safety.

Other Miscellaneous Fields are the Woody Way and Dark Lake ball fields owned by the Kodiak Island Borough. Coon Field is owned by the Alaska National Guard. East Elementary and North Star ball fields are owned by the Kodiak Island School District and Borough. All of these fields are managed and maintained by the City Parks and Recreation Department. Woody Way, Dark Lake, and Coon fields have City-owned improvements including sod, fencing, and dugouts; although, the City will not regulate activities in facilities that are not City-owned.

Pocket Parks and Trailed Parks the City owns and maintains, which include the pocket parks including the Russian Well, Sargent Park, Gibson Cove, and St. Paul Plaza. The City also owns and maintains trails and three parks on Near Island. None of these parks are fenced, and they are common corridors for public foot traffic.

On May 1, 2013, the Parks & Recreation Advisory Board voted unanimously to establish park hours on all parks according to two seasons coinciding with the seasonal equinoxes. The summer season would run from March 20 to September 22 and have open hours from 5 a.m. to midnight. The winter season

would be the remaining year and have open hours from 6 a.m. to 10 p.m. KPD supported a universal time for all parks, which was supported by the Manager. Parks managed by the City but owned by the Borough would not be covered by the established park hours, as they are outside our jurisdiction and could not be covered unless KIB approved. Given the Council's feedback, the ordinance lays out the hours and accommodates Council's intent.

ALTERNATIVES:

- 1) Amend and adopt Ordinance No. 1313 following the public hearing. This is the staff recommendation and reflects Council consensus and support from the September 24 work session and the first reading of the ordinance on October 24.
- 2) Amend or do not pass Ordinance No. 1313, which is not recommended, because it does not establish park hours as discussed and agreed to.

FINANCIAL IMPLICATIONS: The City has over \$10 million in improvements to various parks managed by the Parks and Recreation Department. These improvements require proper maintenance and supervision to ensure the longevity of use for the public's enjoyment. Implementing park hours has a minimal impact to operating costs both for KPD and the Parks and Recreation Department. However, park hours do have a significantly favorable impact to both departments' operations in terms of protecting public welfare.

LEGAL: The attached ordinance was drafted by the City's attorney.

STAFF RECOMMENDATION: Staff recommends Council amend and adopt Ordinance No. 1313. Once the ordinance becomes effective, it will establish hours for all parks under City ownership to be open from 5 a.m. to 11 p.m. in the summer, as defined May 1-August 31, and from 5 a.m. to 10 p.m. in the winter, as defined Sept 1- April 30.

MANAGER'S COMMENTS: I recommend that Council adopt this ordinance to help staff ensure community safety and to protect our park resources. While I supported a recommendation for 10 p.m. closing hours, I support Council's compromise, which reflects their concerns for continued public access. I want to thank Parks and Recreation Director Charlie Powers and KPD staff for completing additional follow-up work in preparation for adoption of this ordinance and ask Council to amend the ordinance to remove reference to regulating park hours on non-City owned facilities and adopt the amended ordinance at this meeting.

ATTACHMENTS:

Attachment A: Ordinance No. 1313

Attachment B: Memo from KPD Chief in support of park hours dated September 16, 2013

PROPOSED MOTIONS:

- 1) Move to adopt Ordinance No. 1313.

- 2) Move to amend Ordinance No. 1313 by inserting the word “City” between the words “all” and “parks” and by striking the following words: “including parks located outside the city.”

**CITY OF KODIAK
ORDINANCE NUMBER 1313**

AN ORDINANCE ENACTING KODIAK CITY CODE 18.32.115, PARK CLOSURE, TO DESIGNATE HOURS WHEN PARKS ARE CLOSED TO THE PUBLIC

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

Section 1: Kodiak City Code 18.32.115, Park Closure, is hereby enacted to read as follows:

18.32.115 Park closure. (a) All City parks, ~~including parks located outside the city~~, are closed to the public:

(1) Before 5 a.m. and after 11 p.m. each day in the months of May through August.

(2) Before 5 a.m. and after 10 p.m. each day in the months of September through April.

(b) No person may enter or remain in a park during the hours of closure prescribed by subsection (a) of this section.

Section 2: This ordinance shall be effective upon the date that is one month after its final passage and publication in accordance with Kodiak Charter Section 2–13.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: October 24, 2013

Second Reading:

Effective Date:

Clerk's Note: This ordinance has been marked up to include a suggested amendment.



City of Kodiak
KODIAK POLICE DEPARTMENT
 Office of the Chief of Police



Memorandum

To: City Manager Aimee Kniaziowski

From: Chief of Police TC Kamai

Date: September 16, 2013

Subject: Park Closure Hours

The KPD supports establishing park hours for all parks that fall under City ownership and/or management from 6am to 10pm.

Ten pm is recognized universally as an all quiet time. In this example, 10pm is the hour cited by law enforcement officers to abate noise disturbances emanating from public property and city parks. A person ignoring a warning can be charged with the crime of Disorderly Conduct; a Class B Misdemeanor offense which carries a fine of \$2,000 and a jail term of 0 – 90 days.

The purpose of the Disorderly Conduct law is to prevent people from disturbing the peace of others while they are tending to their daily business and personal affairs. Many of the City's parks are located within established neighborhoods. Allowing a park to remain open to the public after 10pm will cause conflict with the residents in these neighborhoods, and undermine the police department's ability to address noise disturbances.

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: December 12, 2013

Agenda Item: V. a. Resolution No. 2013–30, Adopting the FY2015 State Capital Improvement Project List

SUMMARY: Following the work session discussion between Senator Gary Stevens, Representative Alan Austerman, and the City Council on October 8, 2013, Council indicated support for the proposed list of state capital funding priorities for FY2015. Given the financial uncertainties facing the state this coming fiscal year and the support expressed by Senator Stevens and Representative Austerman as well as Council, staff recommends Council adopt Resolution 2013–30 (Attachment A).

PREVIOUS COUNCIL ACTION:

- September 24, 2013, Council reviewed and discussed a proposed list of three projects to become the City's FY2015 state CIP request list. Council indicated support for the four projects identified and recommended they be brought forward for discussion with state representatives at an upcoming work session.
- October 8, 2013, Council discussed the City's draft CIP list with Senator Stevens and Representative Austerman. There was support to move this list forward for adoption at the first regular meeting in December.

DISCUSSION: Senator Stevens and Representative Austerman met with the City Council in early October. They discussed upcoming legislative issues and the financial outlook for the state, especially as it relates to declining oil production, oil taxation, and the Governor's goal to reduce the state budget for FY2015. The reductions will affect both the state's operating and capital budgets. They told Council not to expect a large capital budget this session and supported the City's prioritized list of projects because of the focus on life, health, and safety, including the continued work on the next phase of the Shelikof Street pedestrian improvements.

Based on the discussion at the September and October meetings, staff prepared a resolution to adopt the prioritized list of four prioritized projects for the FY2015 state CIP list, which includes additional funding for the Monashka pumphouse project, funding assistance for purchase of E911 upgrades, the request for state funding for the Shelikof bulkhead parking project, and funding via the cruise ship excise tax fund for the next set of pedestrian improvements along Shelikof Street.

Staff will send an approved copy of Resolution 2013–30 to the Kodiak delegation and state lobbyist, Ray Gillespie, as soon as it is adopted for their use in promoting these three important community projects.

ALTERNATIVES: There are two alternatives for Council to consider.

- 1) Adopt the list of project requests for FY2015 as discussed in September and October and as identified in Resolution 2013–30. The list reflects Council’s direction and will provide the delegation and lobbyist with information to use when promoting Kodiak’s funding needs during this coming legislative session. This is the staff recommendation.
- 2) Amend or do not adopt the resolution which is not recommended as it would not reflect support for the City’s key projects as discussed.

FINANCIAL IMPLICATIONS: There are no direct financial implications in adopting the CIP resolution. However, the entire community will benefit if the City receives state funding assistance for any of these important projects. If funded, the new facilities and equipment will require various levels of funding for operations and maintenance. Also, the City will have to provide matching funds if the Monashka project is funded through the Municipal Matching Grant Program (MMGP) as expected.

CITY MANAGER’S COMMENTS: I prepared the attached resolution for the City’s FY2015 state funding requests that reflect the discussions from the September 24 and October 8 work sessions. The resolution reflects projects that can be supported by our state delegation and reflect Council’s direction. I am not hopeful that we have much of a chance for funding the Shelikof pedestrian project with cruise ship excise taxes. However, we should keep in on the list in the event funding does become available. I recommend Council adopt the resolution as presented.

ATTACHMENT:

Attachment A: Resolution 2013–30, Adopting the FY2015 State CIP List

PROPOSED MOTION:

Move to adopt Resolution 2013–30.

**CITY OF KODIAK
RESOLUTION NUMBER 2013–30**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ADOPTING
A FY2015 STATE CAPITAL IMPROVEMENTS PROGRAM LIST**

WHEREAS, the City of Kodiak uses a Capital Improvements Program planning process to identify the capital improvement project needs of the community; and

WHEREAS, this identification and planning process plays a vital role in directing the City's administration and is utilized as a long-range planning and policy setting tool for City infrastructure maintenance and enhancement; and

WHEREAS, the City of Kodiak is committed to paying its way to the greatest extent possible, but the cost of some of the City's capital project needs are greater than the resources available locally; and

WHEREAS, the Kodiak City Council has identified and prioritized capital improvement projects for submission to the Alaska State Legislature and Governor for funding consideration due to their significance and/or magnitude.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the following infrastructure replacement/improvement projects are considered of primary importance and are hereby adopted as the City of Kodiak's FY2015 State capital improvement project list:

1. Monashka Pumphouse Replacement

Funding Request: \$2,500,000

The Monashka pumphouse provides almost the entire water supply for the City of Kodiak's public water system, averaging 4.73 million gallons per day but can produce as much as 10 million gallons per day during peak fish processing seasons. The pumphouse was constructed in the early 1970s, and only limited changes have been made to the system since it was built. The two story concrete building houses an electrical room and four pumps of 1940s vintage for which parts are no longer made. Some repairs to the old pumps require specialty machining which is costly since parts are no longer manufactured. The electrical system and pump motor starts are inadequate and out-of-date. The building is structurally and seismically unstable with the separation of wall panel connections and floor and roof systems. Due to its rapid deterioration it cannot be upgraded and must be replaced. The City is prepared to move into design with construction in the spring of 2014, providing funding is secured. The total project is estimated at \$6.8 million. The project will be funded using local funds, a state legislative grant, Alaska Municipal Matching Grant (AMMG) funds, and a low interest drinking water loan. So far the City has secured \$2.7 million in funding. The City of Kodiak is requesting support from the State Legislature for \$2,500,000 in the event the City

is unable to receive this funding through the Department of Environmental Conservation's grant and loan programs.

2. E911 Replacement Equipment:

Funding Request: \$400,000

The City completed its new public safety building in 2010. One of the important aspects of the new facility is to continue to provide area-wide dispatch services and enhanced 911 (E911) service to the Kodiak area, including areas outside the City's corporate boundaries. The City completed a study in 2009 which advised replacement of the system. The study indicated that basic upgrades with future expansion capabilities will cost at least \$400,000. The current system is operable but replacement parts and service/maintenance agreements are no longer available due to the age of the system. The City has been unable to afford the full replacement costs or find grant funding to help offset the replacement costs. The City of Kodiak is requesting State funding assistance in the amount of \$400,000 to assist with the upgrade of this important public safety tool.

3. Shelikof Street Bulkhead Parking

Funding Request: \$1,650,000

In 2009, the City identified the need for pedestrian improvements from Pier II to downtown Kodiak to more safely accommodate pedestrian traffic and to improve facilities for local residents, workers, and businesses that use the pier, street, and access to the City's adjacent 250 slip boat harbor. The first phase of the project, construction of an ADA accessible sidewalk, improved lighting and parking, and utility relocates is under underway and will be completed in 2013. The City must plan and design the next parking improvement phase of this project, which is to construct a 30 space bulkhead parking area on the south side of Shelikof Street adjacent to St. Paul Harbor. The roadway area adjacent to the proposed bulkhead parking is dangerously congested. Due to lack of adequate parking, vehicles block walkways, equipment operates in the ROW, and access to businesses is often blocked, forcing pedestrians into the roadway. Construction of additional off-road parking will direct pedestrian traffic out of the congested roadway. The net increase in parking will benefit harbor users and retail businesses along Shelikof Street. It will provide improved and safer pedestrian access from Marine Way to the fish processors in the immediate area. Associated tasks for this phase of the project include geotechnical investigation, design, permitting, mapping, construction, improved lighting, and utility relocates. The City of Kodiak is requesting state funding assistance for planning, permitting, design, and construction in the amount of \$1,650,000 to construct this bulkhead parking project to enhance pedestrian and vehicle safety.

**4. Shelikof Street Pedestrian Improvements
Pier II to Downtown**

Funding Request: \$3,800,000

In 2009 the City of Kodiak started work to improve pedestrian and roadway improvements along Shelikof Street (Cannery Row) from Pier II to downtown Kodiak to more safely accommodate cruise ship passengers who walk along the street and to improve the roadway and parking facilities for local residents and businesses that use the highly congested street and pier year round. The first phase, construction of an ADA accessible sidewalk, improved lighting and parking, and utility relocates is scheduled to be completed in 2013. The City is wishes to plan the next phase of the project, which will carry pedestrian improvements further along Shelikof Street from Jack Hinkle Way to Marine Way. This phase includes a visitor shelter-information kiosk-public restroom facility at Pier II, rehabilitation of the sidewalk from Jack Hinkle Way to Marine Way, improved lighting, landscaping, benches, signage, redesign of existing on-street parking, a walkway along the harbor side of the street, and a scenic trail along the St. Paul Harbor breakwater. Additional tasks include permitting, ROW acquisition & mapping, geotechnical investigation, and utility relocates. The City of Kodiak is requesting state funding assistance in the amount of \$3,800,000 through the cruise ship excise tax fund for planning, permitting, design, and construction of this project for the community of Kodiak, its visitors, and residents.

CITY OF KODIAK

MAYOR


ATTEST:

CITY CLERK

Adopted:

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MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Rome Kamai, Fire Chief and Emergency Services Coordinator
Date: December 12, 2013

Agenda Item: V. b. Resolution No. 2013–31, Accepting a 2013 State Homeland Security Program Grant

SUMMARY: The City has been awarded a State Homeland Security Program Grant to provide funding assistance to the City and, through the City, to Providence Kodiak Island Medical Center to participate in the state's Alaska Shield 2014 exercise. The exercise is one of many being conducted statewide as required every three years by the Homeland Security Exercise and Evaluation Plan. Staff recommends Council adopt Resolution No. 2013–31 to accept this grant in the amount of \$47,973.40, which will offset costs associated with City and hospital participation in this exercise.

PREVIOUS COUNCIL ACTION: Council typically passes resolutions accepting grants from either state or federal agencies.

DISCUSSION: Grant funding from the Alaska Department of Military and Veteran Affairs was made available to the City in support of the City's participation in Alaska Shield 2014.

Over the course of this year, the City has been actively involved in preparations to participate in the statewide emergency response exercise, Alaska Shield 2014. This large exercise is part of the state's Homeland Security Exercise and Evaluation Plan and involves many communities and service providers around the state who participate in various ways in the exercise. Kodiak's participation will result in costs to the City. However, this grant award reimburses the City to offset those costs.

The grant will cover the following: overtime cost for Fire Department personnel to participate in a hazardous materials symposium in Kodiak April 1-3, 2014; repayment to Providence Kodiak Island Medical Center (PKIMC) for their personnel and consumable materials costs for participation in conducting a mass medical surge drill as part of the exercise March 28, 2014, and to send one person to Anchorage for the Alaska Shield 2014 After Action Report meeting.

As mentioned above, the grant also provides the City with funds on behalf of PKIMC which the City will disburse to them for personnel and consumable materials costs incurred for the mass medical surge part of the drill. This resolution authorizes acceptance of the grant and includes authorization for the

City Manager to sign a Memorandum of Understanding (MOU) between the City and PKIMC to support the repayment for their participation in the amount of \$31,856.40.

The City appreciates receipt of the grant from the Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management because it helps cover costs to participate in the exercise. Acceptance of the grant demonstrates to the state that the City is willing to participate in statewide homeland security exercises. Staff recommends Council adopt Resolution No. 2013–31 to provide funding for local participation in the exercise.

ALTERNATIVES:

- 1) Adopt Resolution No. 2013–31 which is staff’s recommendation because the grant provides financial support for the City’s participation in this exercise.
- 2) Do not adopt Resolution No. 2013–31 which is not recommended as the City would not receive funds to help offset costs associated with this exercise and would exclude participation by PKIMC.

FINANCIAL IMPLICATIONS: The grant amount of \$47,973.40 will be used for reimbursement of all cost as requested on the 2013 State Homeland Security grant application.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution 2013–31.

CITY MANAGER’S COMMENTS: City staff and members of the Kodiak Emergency Services Organization have been preparing to participate in the statewide emergency exercise, Alaska Shield 2014, which will occur in March 2014. We have been conducting training sessions with staff and other Alaska Shield participants throughout the year in preparation for this event. The Fire Chief applied for this grant to help offset costs associated with the City’s participation and to cover personnel costs for the hospital staff to participate as well. I support staff’s recommendation that Council adopts Resolution 2013–31 which authorizes acceptance of the grant and authorizes me to enter into the required MOU with PKIMC.

ATTACHMENTS:

- Attachment A: Resolution No. 2013–31
- Attachment B: Grant obligating document
- Attachment C: State Notice of Award and Intent to Accept Grant No. 13SHSP-GR34078
- Attachment D: Memorandum of Understanding between the City and Providence Kodiak Island Medical Center.

PROPOSED MOTION:

Move to adopt Resolution 2013–31.

**CITY OF KODIAK
RESOLUTION NUMBER 2013-31**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING
A 2013 STATE HOMELAND SECURITY PROGRAM GRANT**

WHEREAS, the City of Kodiak has been awarded a 2013 State Homeland Security Program Grant in the amount of Forty-Seven Thousand Nine Hundred Seventy Three dollars and forty cents (\$47,973.40) to assist with costs associated with the City’s participation in the State’s Alaska Shield 2014 exercise; and

WHEREAS, these funds will be used to support activities associated with participation in Alaska Shield 2014; and

WHEREAS, emergency management and all-hazards preparations have been incorporated into the on-going operations of the City of Kodiak; and

WHEREAS, the grant funds will ensure that the City of Kodiak can participate in the State’s Alaska Shield 2014 exercise; and

WHEREAS, the City of Kodiak will accept funds through this grant for personnel costs for Providence Hospital’s participation in the exercise, and then disburse the funds back to Providence Hospital.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska that the City will accept this grant award in the amount stated above and that the City Manager is authorized to sign a Memorandum of Understanding between the City of Kodiak and Providence Kodiak Island Medical Center to support repayment of personnel costs incurred from their participation in Alaska Shield 2014.

BE IT FURTHER RESOLVED by the Council of the City of Kodiak that the City Manager is hereby authorized to execute and administer any and all documents required for the acceptance and management of this grant award.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2013 State Homeland Security Grant Program (SHSP) Application Coversheet

Application Deadline 11:59 p.m., Wednesday, August 7, 2013

Application Checklist

Application:

1. Completed Federal Fiscal Year (FFY) 2013 State Homeland Security Program (SHSP) Grant Application Form
2. Project budget and budget category cost estimates for each project
3. Signatory Authority Form with required three (3) signatures for jurisdiction
4. If applicable, proof of local jurisdiction Citizen Corps national database registration

Attach a spending plan to expend the balance of any remaining FFY 2011 and/or 2012 SHSP funds, if applicable.

Attach any applicable Memorandum of Understanding (MOU), or Memorandum of Agreement (MOA) related to inter-agency projects. *Pending*

National Incident Management System Compliance Assistance Support Tool (NIMSCAST) input completed for 2013.
In progress

Jurisdiction:	City of Kodiak
Responsible Borough: (if applicable)	Kodiak Island Borough

Options: Option One: Borough application, projects, regardless of jurisdiction, prioritized within application
 Option Two: Borough application with jurisdictions self-prioritizing projects within application

Only six (6) projects per Jurisdiction may be submitted (Multiple items in a single submission will be disqualified.) Alaska Shield projects count as additional for a total of eight (8).

Project Priority	Project Title	Check All Applicable Boxes Below		Funding Request
		Law Enforcement Related	EHP Consideration	
AS 2014 Exercise	Exercise the following Core Capabilities at the local level; Operational Coordination, Mass Care Services, Public Health and Medical Services.			\$46,473.4
AS 2014 AAR Travel	Travel for one person to AS2014 After Action Report Conference in Anchorage for two days.			\$1500.
1				\$
2				\$
3				\$
4				\$
5				\$
6				\$
Total Requested SHSP Funds:				47,973.4

Jurisdiction Point of Contact

Name: Rome Kamai

Telephone Number: 907-486-8040

Address: 219 Lower Mill Bay Road Kodiak, Ak. 99615

Fax Number: 907-486-8048

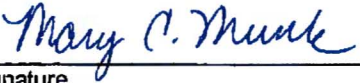
Email Address: rkamai@city.kodiak.ak.us

Authorization to Submit Application

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.


Jurisdiction Financial Officer

Printed Name: Mary Munk


Signature

Jurisdiction Signatory Official

Printed Name: Aimee Kniazowski


Signature

Project Applications and Cover Sheet must be submitted electronically (in PDF format with complete signatures), or by mail, or fax, to:

**Division of Homeland Security and Emergency Management
Attn: Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750**

Email: mva.grants@alaska.gov

Fax: (907) 428-7009

Phone: (907) 428-7000 or 1-800-478-2337



Office of the Fire Chief

219 Lower Mill Bay Road Kodiak, Alaska 99615

August 5, 2013

Alaska D. H. S. and E.M.
Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750

Dear Homeland Security Grants Administrator:

As required by the 2013 State Homeland Security Grant Program application, I am submitting a spending plan for the remaining funds awarded under 12SHSP-GR34077.

The balance of the grant after encumbrances is \$8,220.55

The projected spending plan includes \$2500 to be spent toward a local Red Cross shelter and feeding course; date to be determined.

At the conclusion of the course the remaining balance of the grant will be \$5,720.55

It is anticipated that the remaining balance will be turned back in to the Grants Administrator.

If you may have any questions, please contact me.

Regards,

Rome Kamai
Fire Chief

Cc: Aimee Kniaziowski
Mary Munk

Telephone (907) 486-8040 / Fax (907) 486-8048
rkamai@city.kodiak.ak.us

Alaska Division of Homeland Security and Emergency Management

**Federal Fiscal Year 2013 State Homeland Security Grant Program (SHSP)
Application**

Application Deadline 11:59 p.m., Wednesday, August 7, 2013

Please contact Adrian Avey (adrian.avey@alaska.gov, or 907-428-7027) if you have any questions regarding this application.

Duplicate this form as necessary.

Jurisdiction:	City of Kodiak	
Responsible Borough: (if applicable)	Kodiak Island Borough	<input type="checkbox"/> Law Enforcement Related
Amount Requested	\$ 47973.4	<input checked="" type="checkbox"/> Alaska Shield Exercise/Travel
Project Priority <small>(Up to six (6) Investment projects may be submitted. Alaska Shield projects count as additional for a total of eight (8) projects).</small>		<input type="checkbox"/> EHP Required <small>(EHP Screening Form may be submitted at time of application)</small>

1. Briefly explain the project, the purpose, and funding needs to support the below item description(s).

The City of Kodiak and Kodiak Island Borough request funding to support both governments joint participation in Alaska Shield 2014 exercise locally. Two projects are submitted:

Project 1. Core Capability / Public Health and Medical Services- a memorandum of understanding with the Providence Kodiak Island Hospital will be achieved in order to reimburse their participation in AS2014 given a "mass medical surge" associated with the exercise scenario. Request includes; back fill / overtime, meals, disposable equipment, mass casualty moulage kits.

Project 2. Core Capability / Environmental Response/ Health and Safety- members of the City of Kodiak Fire Departments level A hazmat team will participate locally with other teams arriving in Kodiak for a State Wide level A hazmat team conference April 1 – 3, 2014. The conference includes training and drills associated with Alaska Shield 2014. Request includes; overtime, disposable equipment, and conference room rental fees, and porta-potties.

Sub Project- travel for one person to the AS 2014 After Action Report Conference in spring of 2014.

2. Select one primary goal for this request.

Goal 3: Strengthen Whole Community Planning and Preparedness

3. Choose the budget category(ies) and put an "X" in the box in the left column. Insert the amount of funds requested for each budget category(ies) and the total amount of funds requested for the project.

<u>Category</u>	<u>Funding Request</u>
<input type="checkbox"/> Planning	\$
<input type="checkbox"/> Equipment	\$
<input checked="" type="checkbox"/> Exercise (includes Exercise Travel)	\$47,973.4
<input type="checkbox"/> Training	\$
Total Project Funds	\$47,973.4

4. Please provide a description for each project component, and for equipment, please provide the authorized equipment list (AEL) number for each piece of equipment. The AEL number can be found at www.rkb.us.

Use this section to itemize expenses for all projects. Not applicable columns for non-equipment projects can be left blank.

Description	AEL #	Qty	Unit Cost	Cost Total	Discipline
Variable size disposable bandages and dressing.	09 MS-04-BAND	Batch	1000	1000	Public Health
Moulage supplies	09-TR-01-MKIT	2	400	800	Public Health
PKIMC backfill and overtime 4 hours for 150 players.		150	200.38	30056.4	Public Health
Travel for one person to AS 2014 AAR Conference in Anchorage for two days		1		1500	Emergency Management
KFD level A hazmat team overtime for April 1- 3, 2014 drill		11		10417	HazMat
Rental fee for conference room April 1 – 3, 2014.		3	900	2700	HazMat
Porta potti for level A hazmat drill site for one day (April 3, 2014)		2	250	500	HazMat
Disposable hazmat equipment for level A drill (April 3, 2014)		1		1000	HazMat
					Choose an item
					Choose an item
					Choose an item
					Choose an item

5. Select one primary objective for this request.

1B. Ensure local agencies and jurisdictions possess operable and interoperable capabilities as needed.

Project Applications and Cover Sheet must submit electronically, (in PDF format with complete signatures), or by mail, or fax, to:

Division of Homeland Security and Emergency Management
Attn: Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750

Email: mva.grants@alaska.gov

Fax: (907) 428-7009

Phone: (907) 428-7000 or 1-800-478-2337

NOTICE OF INTENT TO ACCEPT GRANT AWARD



State Grant No: 13SHSP-GR34078		
Recipient Address: 710 Mill Bay Road Kodiak, Alaska 99615	Issuing Office Address: Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management P.O. Box 5750 JBER, Alaska 99505-5750 http://ready.alaska.gov/grants.htm	
This is notice of the <u>City of Kodiak</u> intent to accept the <u>13SHSP-GR34078</u> <small>(Jurisdiction Name)</small> Grant. Before this award can be accepted, approval must be garnered through our local government. The requirement for this process is located in the following local government document - <u>by resolution</u> <small>(Document name or number)</small> citation # _____ . This process will take longer than the 30-day period of acceptance <small>(If applicable)</small> within this grant award. We request a <u>50</u> day extension of the acceptance period to seek proper approval. <small>(# of days)</small> It is understood if we are unable to obtain acceptance by the extension date the grant award will be rescinded.		
<i>If approved, you will receive written notification within three working days.</i>		
Signature of Jurisdiction Signatory Official: Aimee Kralazowski, City Manager	Date: 10/14/2013	Phone: 9074868640 Fax: 9074868600
Printed Name and Title: Aimee Kralazowski, City Manager		Email: akralazowski@city.kodiak.ak.us

November 2009

Email or fax form to mva.grants@alaska.gov or 907-428-7009

Award Received: 10/9/13
 30 days : 11/8/13
 50 days : 12/29/13

APPROVED Date: 10/17/13

 Bill Dennis



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Military and
Veterans Affairs

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
www.ready.alaska.gov



October 8, 2013

Ms. Aimée Kniaziowski, City Manager
City of Kodiak
710 Mill Bay Road
Kodiak, AK 99615

RE: 2013 State Homeland Security Program, EMW-2013-SS-00098
State Grant No.: 13SHSP-GR34078

Dear Ms. Kniaziowski:

The Division of Homeland Security and Emergency Management (DHS&EM) is pleased to award the City of Kodiak the amount of \$47,973.40 under the 2013 State Homeland Security Program.

Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Terms and Conditions and the Grant Requirements, Assurances, and Agreements as articles have changed. All changes to these items will be discussed at the 2013 Grant Kick-Off Meetings. Participation at a Kick-Off Meeting is required.

Attached are two pre-signed Obligating Award Documents. Please review the information for accuracy and review any Special Conditions. Sign both obligating documents, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency (SAA) Point of Contact
PO Box 5750
JBER, AK 99505

If the Obligating Award Documents cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form and instructions are available for download on DHS&EM's Grants website, <http://ready.alaska.gov/grants.htm>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed Obligating Award Document. The Signatory Authority Form is available for download on DHS&EM's Grants website. If needed, Electronic Payment (EDI) enrollment forms are also available upon request.

Ms. Kniaziowski
October 8, 2013
Page 2 of 2

If you have questions or need further assistance, please contact the Division Project Manager for this grant, Adrian Avey, at 907-428-7027, 800-478-2337, or by email at adrian.avey@alaska.gov.

Sincerely,

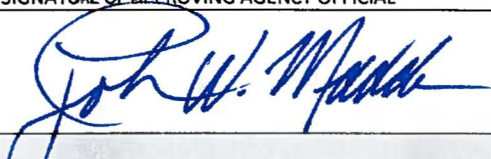
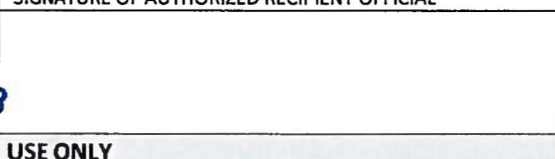


John W. Madden
Director

jwm:ama:cas

Enclosures: Obligating Award Document (2 originals)
Project Budget Details Report

CC: Rome Kamai, Jurisdiction Project Manager
Mary C. Munk, Jurisdiction Chief Financial Officer

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate				Page 1 of 6		
				AWARD DATE		
				October 01, 2013		
				FEDERAL GRANT PROGRAM		
				2013 State Homeland Security Program		
OBLIGATING AWARD DOCUMENT			AMENDMENT	FEDERAL GRANT NUMBER		
				EMW-2013-SS-00098		
RECIPIENT NAME AND ADDRESS (including Zip Code)			PERFORMANCE PERIOD		CFDA: 97.067	
City of Kodiak 710 Mill Bay Road Kodiak, AK 99615			FROM:	October 01, 2013	AWARD AMOUNT	
			TO:	March 31, 2015	\$47,973.40	
			STATE GRANT NUMBER		Kodiak, City	
DUNS NUMBER	082506569		FUNDING ALLOCATION			
EIN	92-6000083		PLANNING		EXERCISE \$47,973.40	
METHOD OF PAYMENT	Electronic		TRAINING		EQUIPMENT	
PURPOSE OF AWARD						
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.						
GRANT TERMS AND CONDITIONS			GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS (Continued, see attached)			
See Attached			The acceptance of a grant from the United States government creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]			
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)						
None						
AGENCY INFORMATION						
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov	
				EMAIL	mva.grants@alaska.gov	
				PHONE	907-428-7000	
				FAX	907-428-7009	
AGENCY PROJECT MANAGER	PHONE	FAX	EMAIL			
Adrian Avey	907-428-7027	907-428-7009	adrian.avey@alaska.gov			
AGENCY APPROVAL			RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL			NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
John W. Madden, Director			Aimée Kniazowski, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL			SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
		DATE			DATE	
		10/7/2013				
FOR STATE USE ONLY						
CO-LOCATION CODE			DIVISION FILE NUMBER		DATE RETURNED	
9293241			1.6.10.1.13			

Grant Terms and Conditions

The total allocation of the 2013 State Homeland Security Program awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$3,459,364.00 under *Federal Grant EMW-2013-SS-00098, CFDA# 97.067*. The City of Kodiak has been awarded \$47,973.40, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. The performance period of this grant award is October 1, 2013 through March 31, 2015. Project conditions must be completed by this date. The City of Kodiak cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of Kodiak shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants.htm>, and may be reproduced. Jurisdictions must check the web site quarterly for most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2013–12/31/2013	01/20/2014
2	01/01/2014–03/31/2014	04/20/2014
3	04/01/2014–06/30/2014	07/20/2014
4	07/01/2014–09/30/2014	10/20/2014
5	10/01/2014–12/31/2014	01/20/2015
6	01/01/2015–03/31/2015	04/20/2015
7	Final Report	05/15/2015

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The Performance Progress Report (PPR) contains an AK-PPR-A cover page form, and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required *in addition* to the last quarterly PPR. An After-Action Report/Improvement Plan (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.) and method of solicitation must be documented with a Procurement Method Report, regardless of procurement value.

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of Kodiak shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section J. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) at <https://www.rkb.us/>. Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** All travel must be pre-approved by DHS&EM.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an After-Action Report/Improvement Plan within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded exercise.

(D) Non-reimbursable Expenses:

- Contracts, single vendor response to a competitive bid, and/or procurements over \$100,000 not pre-approved by DHS&EM
- Sole source contracts and procurements not pre-approved by DHS&EM
- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons and ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(E) Property and Equipment Management: The City of Kodiak shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants.htm> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. The City of Kodiak shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32.

(F) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable state and federal law and the standards identified in the Procurement Standards Sections of *44 CFR Part 13, and OMB Circular A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work (SOW), and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases in excess of \$100,000.00 require pre-approval of DHS&EM. A Procurement Method Report documenting method of solicitation is required for reimbursement for every procurement, regardless of value.**

(G) Contracts: Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that recipients of a grant use contractors, recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A Procurement Method Report documenting method of solicitation is required for reimbursement for every procurement, no matter the value.

(H) Use of DHS Seal, Logo and Flags: All recipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(I) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(J) Acknowledgement of Federal Funding: All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(K) Federal Debt Status: All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(L) False Claims Act and Program Fraud Civil Remedies: All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(M) Audit Requirements: As the federal grant recipient, a sub-recipient expending \$500,000 or more in federal funds from any agency in the organization's fiscal year must conduct an organization-wide audit in accordance with *OMB Circular A-133*. Alaska's Single Audit Regulation 2 AAC 45 parallels the federal Single Audit Act Amendments of 1996 and OMB Circular A-133, and their purpose to promote accountability of state and federal financial assistance and increase the efficiency of the monitoring process. The City of Kodiak will permit the State of Alaska project officials, program officials and auditors to have access to the sub-recipient's and third-party contractor's records and financial statements as necessary for the State of Alaska to comply with *OMB Circular A-133*. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year and copies of findings must be submitted to the Single Audit Coordinator, Finance Division of the Alaska Department of Administration within 30 days after the City of Kodiak receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010.

(N) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) Performance Measures: Quarterly *Progress Reports* shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) Sub-recipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of Kodiak's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The **Monitoring Policy is available at** <http://ready.alaska.gov/grants.htm>.

(Q) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Kodiak of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Kodiak must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of Kodiak stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of Kodiak only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) Project Implementation: Due to the competitiveness of the 2013 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the sub-grantee should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

Grant Requirements, Assurances and Agreements

(A) The performance period for this grant award is **October 1, 2013 through March 31, 2015**. Monies may not be obligated outside of this time period. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.

(B) The City of Kodiak shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2013 Homeland Security Grant Program (HSGP) Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of Kodiak certifies it has read, understood and accepted these documents as binding.

(C) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The City of Kodiak shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM), which includes the requirements of U.S. Department of Homeland Security.

(D) The signature of the signatory officials on this award attests to the City of Kodiak's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in CFR Part §225, Appendix A, paragraph (C)(3)(c) may not be charged to other Federal awards to overcome fund deficiencies.

(E) The City of Kodiak shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(F) The City of Kodiak shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, City of Kodiak will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, award recipients who collect Personally Identifiable Information (PII) are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

(G) The City of Kodiak certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

(H) The City of Kodiak certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) No funds will be reimbursed until City of Kodiak representatives attend a 2013 Grant Kick-Off Meeting to be held throughout the state in October and November, 2013. Activity towards grant acceptance and projects may take place prior to Kick-Off meeting attendance.

(J) The City of Kodiak must complete a Quarterly Activities Plan annually by January 20, 2014. Information on this requirement will be provided at 2013 Grant Kick-off meetings.

(K) The City of Kodiak must complete Alaska Assessment annually by December 31, 2013.

(L) The signature of the signatory officials on this award attests to the City of Kodiak's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2013, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility. Completion of the Alaska Assessment must be completed by December 31, 2013.

(M) It is the responsibility of the City of Kodiak as the recipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative Requirements
44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2 CFR Part 215, OMB Circular A-110 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
2. Cost Principles
2 CFR Part 225, OMB Circular A-87 *Cost Principles for State, Local and Indian Tribal Governments* at www.whitehouse.gov/omb/circulars/index.html
2 CFR Part 220, OMB Circular A-21 *Cost Principles for Educational Institutions* at www.whitehouse.gov/omb/circulars/index.html
2 CFR Part 230, OMB Circular A-122 *Cost Principles for Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html

Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

3. Audit Requirements

OMB Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html

4. Technology Requirements

28 CFR Part 23, Criminal Intelligence System Operating Policies

5. Duplication of Benefits

2 CFR Part 225, Basic Guidelines Section C.3(c)

6. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities

7. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.html>

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Providence Health & Services – Washington dba Providence Kodiak Island Medical Center
AND
City of Kodiak Fire Department**

THIS MEMORANDUM OF UNDERSTAND (“MOU”) is made this 1 day of OCTOBER, 2013 by and between the undersigned representatives of Providence Health & Services – Washington d/b/a Providence Kodiak Island Medical Center (“Providence”) and City of Kodiak (“City”).

1. Providence Kodiak Island Medical Center (PKIMC) will participate in the Alaska Shield 2014 Exercise. PKIMC will provide all personnel and services to conduct an exercise on March 28, 2014. This exercise will be a simulated medical surge. Simulated victims will arrive by various modes of transportation to include: walk in and ground ambulance, and will be the responsibility of PKIMC until released at the end of the scenario. On March 28, 2014 Providence will be tasked with various emergency situations. Providence will provide personnel comprised of doctors, nurses, x-ray technicians, support staff, mental health clinicians, security and administrative staff to support this exercise.

The following hospital functions will be evaluated during the exercise:

- Individual Victim Tracking
- Gathering Data (internal and external)
- Victim Treatment and Management
- Hospital Preparation and Coordination
- Coordination and Communication (internal and external)
- Medical Staff Protection
- Facility Participation
- Incident Command System (internal and external applications)
- Communications (internal and external)
- Clinical Care, including triage, patient care, patient flow, and patient tracking
- Security
- Material and resources
- Emergency Operations Center

PKIMC will forward documentation of personnel and material costs to the City (said costs to be calculated at Providence’s reasonable discretion). These costs will be reimbursed to PKIMC by the City up to but limited not to exceed \$32,000.00, no later than 30 days after receipt by City of said documentation. Proposed costing for the four-hour Alaska Shield 2014 exercise is broken out as follows:

- Personnel Cost, PKIMC Overtime and Back Fill: **\$30,056.40**
- Moulage Kits: **\$800**
- Consumed Medical Supplies: **\$1,000**
- **Total Cost for Exercise: \$31,856.40**

2. The City's funding for the Alaska Shield Exercise, including this MOU, is being provided through a grant from the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (08-SHSP-GR34057) ("Grant"). Neither the City nor the granting agency will be liable for any PKIMC cost overruns related to exercise activities above what is outlined in this MOU. Neither the city of Kodiak and/or Kodiak Island Borough will be responsible for PKIMC operating costs not met by state grant funds, including up to the projected and requested operating amount of \$31,856.40. PKIMC is not responsible for Grant obligations or compliance, and is only responsible for the tasks set forth in this MOU.

3. Nothing in this MOU shall be construed as limiting the rights of either party to contract with any other facility on a limited or general basis.

4. Each party hereby represents and warrants to the other that neither it or its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that a party is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this MOU, or if at any time after the effective date of this MOU it is determined that a party is in breach of this Section, this MOU shall, as of the effective date of such action or breach, automatically terminate.

5. Each of the parties agrees to be liable for its own conduct and to indemnify the other party against any and all losses therefore. In the event that loss or damage results from the conduct of more than one party in connection with this MOU, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Alaska.

6. The term of this MOU shall commence on the date this MOU has been fully executed by the parties and shall continue until 1 May, 2014 or until terminated by either party upon not less than thirty (30) days prior written notice to the other, whichever date shall come first. Upon mutual written agreement of the parties, this MOU may be extended for additional one year periods. No amendment to this MOU shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

7. All notices required or permitted to be given under this MOU shall be deemed received when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Providence:
 Providence Kodiak Island Medical Center
 1915 East Rezanof Drive
 Kodiak, AK 99615
 ATTN: Administration

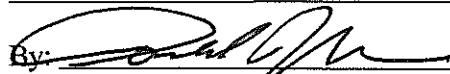
City:

8. This MOU shall be governed by and construed in accordance with the laws of the State of Alaska without regard to principles of conflicts of law.
9. Each party shall comply with all federal, state and local laws, regulations, executive orders, federal guidance and ordinances applicable to such party in connection with this MOU.
10. Providence and City are the only parties to this arrangement and are the only parties entitled to enforce the terms of this MOU. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this MOU.
11. Either party may terminate this MOU (a) for its convenience upon thirty (30) days' prior written notice to the other party; (b) immediately upon written notice to the other party if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the obligations or agreements under this MOU are prohibited, or would conflict with federal or Alaska law; or (c) immediately or such later date upon written notice from one party to the other that said party is in default and the default is not cured within fourteen (14) calendar days after the defaulting party receives such notice.
12. This MOU constitutes the entire understanding between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between Providence and City with respect to such subject matters are hereby superseded in their entirety. Any changes, amendments, or modifications to this MOU shall not be binding on the parties unless mutually agreed to by the parties in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Providence and City have executed this MOU as of the day and year written below by duly authorized representatives.


Providence Health & Services - Washington
dba Providence Kodiak Island Medical Center

By: 
Its: Chief Executive Officer
Date: 10/1/13

City of Kodiak

By: _____
Its: _____
Date: _____

MEMORANDUM TO COUNCIL

To: Mayor and City Councilmember's
From: Aimée Kniaziowski, City Manager 
Thru: Mark Kozak, Public Works Director
Date: December 12, 2013

Agenda Item: V. c. **Resolution No. 2013–32, Appropriating Funds to Purchase a Vehicle for Use by the City Manager and Authorizing Bid Award**

SUMMARY: The City Manager's office has not had a City supplied vehicle for many years. During contract negotiations between the Manager and Council, the Manager was directed to acquire an all-wheel or 4-wheel drive vehicle for her use. The Public Works Department looked at various types of vehicles that were suitable and recommended a bid for a Ford Escape. Staff recommends Council adopt the resolution which authorizes the appropriation of funds and the bid award for the purchase of the Ford Escape, Vehicle Bid # 525, from Kodiak Motors in the amount of \$25,338.

PREVIOUS COUNCIL ACTION:

- The Council adopted a vehicle and equipment replacement policy in 2011 and a vehicle and equipment replacement fund in 2012.
- Council authorized the City Manager's employment contract with provisions for the use of a City vehicle on September 12, 2013.

DISCUSSION: As indicated above, the Council approved an employment contract for the City Manager which included a provision for the purchase and use of a City-owned vehicle. Public Works received and opened three bids on November 27, 2013. The lowest bidder was Kodiak Motors due to the local bid preference in KCC 3.12.060.

This vehicle is a new addition to the City fleet. The vehicle will be used by the City Manager for conducting City business throughout the community. It will be utilized as a take home vehicle since the position requires availability around the clock and transportation after hours as well as emergency response capabilities.

Public Works recommended a Ford Escape because it has seating for at least 4 adults and is available in all-wheel drive. The vehicle gets good gas mileage (estimated 18 miles/gal), and warranty support is available with a local dealer. The Kodiak Island Borough has several of these vehicles and they are quite satisfied with the performance.

The vehicle will be a General Fund purchased vehicle and fall under the requirements outlined in the City's machinery and equipment replacement fund policy. As required, the Finance Department will assess an annual fee that the Manager's Office will include as part of the operating budget. The fee includes an inflation factor so in the future funds will be in place when replacement time comes.

ALTERNATIVES:

- 1) Award the bid to the low responsible bidder, Kodiak Motors, in the amount of \$25,338 which is staff's recommendation. City Code section 3.12.060 allows the Council to award to the local bidder as long as the bid amount does not exceed 10 percent. Kodiak Motors bid of \$25,338 is less than 10 percent above Kendall Ford of Wasilla's bid (see Attachments).
- 2) Reject the bids and not purchase the new vehicle.

FINANCIAL IMPLICATIONS: The attached resolution authorizes the appropriation of funds from the General Fund to purchase this new vehicle and recommends award of the bid. Budget adjustments will be made for this purchase at the mid-year supplemental.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution 2013-32 which appropriates funds from the General Fund and authorizes the bid award of the City Manager's vehicle to Kodiak Motors under the local bidder preference per KCC 3.12.060 with funds coming from the machinery and equipment line item in the Executive Department, account no. 100.110.100.470.126.

CITY MANAGER'S COMMENTS: The approval to purchase a new vehicle under the terms of my contract is greatly appreciated. It will certainly make it easier for me to attend meetings off-site and respond to other City business in a reliable vehicle. It will also allow me to carry more than one passenger as I've done using my personal vehicle. I recommend Council adopt Resolution 2013-32.

ATTACHMENTS:

- Attachment A: Resolution No. 2013-32
- Attachment B: Kodiak Motors Bid Forms
- Attachment C: Kendall Ford of Wasilla Bid Forms
- Attachment D: Cal Worthington Ford Bid Forms

PROPOSED MOTION:

Move to adopt Resolution No. 2013-32.

**CITY OF KODIAK
RESOLUTION NUMBER 2013-32**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK
APPROPRIATING FUNDS TO PURCHASE A VEHICLE FOR USE BY THE
CITY MANAGER AND AUTHORIZING A BID AWARD**

WHEREAS, during the City Manager's employment contract discussions, the Council directed a vehicle be purchased for use by the City Manager; and

WHEREAS, a vehicle purchase was not budgeted in the FY2014 General Fund Executive Administration Machinery and Equipment account; and

WHEREAS, an additional appropriation is needed to fund these expenses; and

WHEREAS, Bid No. 525 was advertised as required by the City Code; and

WHEREAS, a bid opening was held November 27, 2013, and Kodiak Motors was identified as the lowest responsible bidder under local bidder preference per KCC 3.12.060; and

WHEREAS, Article 5 of the City of Kodiak Charter requires an appropriation of funds outside the budget process to be made by resolution.

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

Section 1. The Fiscal Year 2014 General Fund Budget is amended by appropriating the use of additional funds in the amount of \$25,338 from the General Fund, Fund Balance to the General Fund, Executive, Administration, Machinery and Equipment account as follows:

Appropriation / Use of Fund Balance:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
Transfer from: 100.001.385.100	Use of Fund Balance	\$25,338
Transfer to: 100.110.100.470.126	Vehicle Purchase	\$25,338

Section 2. The City Manager is authorized to award the bid to Kodiak Motors and execute all related documents.

Section 3. This resolution shall become effective upon adoption.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Invitation to Bid-525

October 25, 2013

BID FORM

TO: Aimee Kniaziowski, City Manager
City of Kodiak
710 Mill Bay Road, Room #219
PO Box 1397
Kodiak AK 99615

Any exceptions to the published bid specifications must be listed by item.

In compliance with your Invitation to bid for Bid No. 525 dated October 25, 2013, the undersigned hereby proposes to provide the following:

Bid amount

1. (1) 2014, Ford Escape

1. 25,338.00

(Turn in Page 5 & 6 in as part of your bid)

Invitation to Bid-525

October 25, 2013

Liability Copies of Business License and City Sales Tax Registration enclosed.

Bid price valid for 30 days.

Submitted by:

Dated:

11/25/13


Signature

Kodiak Motors, Inc
Business Name

President
Title

201 Center Ave
Address

486-3204
Telephone

Kodiak, AK 99615
City, State, Zip

Invitation to Bid-525**October 25, 2013****SECTION II – GENERAL REQUIREMENTS:**

1. Bids shall be submitted on the "Bid Form" provided and must be manually signed by a responsible member of the firm.
2. In order to ensure consideration, bids must be submitted in a sealed envelope, identified with the name "Bid No. 525" and time and date of opening, and addressed as follows:

Aimee Kniazowski, City Manager
 City of Kodiak
 PO Box 1397
 Kodiak AK 99615

Express Mail or Special Delivery Address:
 710 Mill Bay Road, Room #219
 Kodiak AK 99615

Bid No. 525
 2:00 p.m., November 27, 2013

No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid properly addressed and identified.

3. Contractor must submit copy of Alaska Business License for current year, or the application to obtain an Alaska Business License for the current year. Local bidders should be registered to collect City Sales Tax if applicable. Contractor shall be current with all sales tax to the City of Kodiak.
4. Inquiries or requests for information pertaining to these specifications should be directed to Mark Kozak, Public Works Shop Director, (907) 486-8060.

SECTION III – GENERAL INFORMATION:

Processing of bids – Kodiak City Code Section 3.12.050 states: Notwithstanding other provisions of this chapter relating to the award after competitive bid for purchases, sales, and contracts, the city may:

- (a) Reject any defective or non-responsive bids;
- (b) Waive any irregularities in any and all bids;
- (c) Reject all bids;

Invitation to Bid-525

October 25, 2013

BID FORM

TO: Aimee Kniazowski, City Manager
City of Kodiak
710 Mill Bay Road, Room #219
PO Box 1397
Kodiak AK 99615

Any exceptions to the published bid specifications must be listed by item.

In compliance with your Invitation to bid for Bid No. 525 dated October 25, 2013, the undersigned hereby proposes to provide the following:

Bid amount

1. (1) 2014, Ford Escape

1.24,510-

(Turn in Page 5 & 6 in as part of your bid)

Invitation to Bid-525

October 25, 2013

Liability Copies of Business License and City Sales Tax Registration enclosed.

Bid price valid for 90 days.

Submitted by: David J. Hulse Dated: 20 Nov 2013

[Signature] Kendall Ford of Wasilla
Signature Business Name

CAm 2701 E Mt Village Dr
Title Address

907-352-5677 Wasilla, AK 99654
Telephone City, State, Zip

Invitation to Bid-525**October 25, 2013****SECTION II – GENERAL REQUIREMENTS:**

1. Bids shall be submitted on the "Bid Form" provided and must be manually signed by a responsible member of the firm.
2. In order to ensure consideration, bids must be submitted in a sealed envelope, identified with the name "Bid No. 525" and time and date of opening, and addressed as follows:

Aimee Kniazowski, City Manager
City of Kodiak
PO Box 1397
Kodiak AK 99615

Express Mail or Special Delivery Address:
710 Mill Bay Road, Room #219
Kodiak AK 99615

Bid No. 525
2:00 p.m., November 27, 2013

No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid properly addressed and identified.

3. Contractor must submit copy of Alaska Business License for current year, or the application to obtain an Alaska Business License for the current year. Local bidders should be registered to collect City Sales Tax if applicable. Contractor shall be current with all sales tax to the City of Kodiak.
4. Inquiries or requests for information pertaining to these specifications should be directed to Mark Kozak, Public Works Shop Director, (907) 486-8060.

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- (a) Reject any defective or non-responsive bids;
- (b) Waive any irregularities in any and all bids;
- (c) Reject all bids;

Invitation to Bid-525

October 25, 2013

BID FORM

TO: Aimee Kniazowski, City Manager
City of Kodiak
710 Mill Bay Road, Room #219
PO Box 1397
Kodiak AK 99615

Any exceptions to the published bid specifications must be listed by item.

In compliance with your Invitation to bid for Bid No. 525 dated October 25, 2013, the undersigned hereby proposes to provide the following:

Bid amount

1. (1) 2014, Ford Escape

1. 25898 ⁰⁰

(Turn in Page 5 & 6 in as part of your bid)


Invitation to Bid-525

October 25, 2013

Liability Copies of Business License and City Sales Tax Registration enclosed.

Bid price valid for 10 days. *AFTER Bid opens*

Submitted by:  Dated: 11 20 13


 Cal Worthington Ford
Signature Business Name

Gov SA/CS 431 unga ST.
Title Address

907 793 8233 Anch AK 99501
Telephone City, State, Zip

cell 907 240 3223

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Charlie Powers, Parks and Recreation Director
Date: December 12, 2013

Agenda Item: V. d. Resolution No. 2013–33, Authorizing the Issuance of a Permit to the Fil-Am Association of Kodiak for the Use of Public Property for Fundraiser Activities

SUMMARY: The Filipino-American Association of Kodiak requests the use of the Teen Center three days a week for two hours from December 17, 2013 through January 30, 2014, to host Zumba (combination of aerobics and dance type exercises) classes. One hundred percent of the fees for services rendered and any donations received by the Filipino-American Association at those activities will be sent to the Philippine Red Cross or the Samaritan's Purse organization to assist those affected by the tragic storm event this past month. Staff recommends Council approve the issuance of a permit by adopting Resolution No. 2013–33.

PREVIOUS COUNCIL ACTION: The City Council routinely issues permits to non-profit and other community organizations to allow them to conduct fundraising activities on public property that benefit the community.

DISCUSSION: The Filipino American Association of Kodiak contacted the City immediately following the tragic storm event and asked to fundraise at a Christmas party and through Zumba classes. Due to the meeting schedule and the timing of the Christmas party, the Fil-Am withdrew the fundraising request for the Christmas party, but requests the use of the Teen Center for Zumba fundraising classes. The Teen Center can accommodate the Zumba class request without displacing teens by hosting the group in one of the racquetball courts in the evenings or in the main area in the middle of the day. The cause is worthy as many families in Kodiak had a connection to someone affected by the Typhoon Haiyan.

The Fil-Am Association will work closely with the Parks and Recreation Director to prepare for the activities. Fil-Am agrees to inform participants to park either behind the Library or on the street and not in the Post Office lot adjacent to the Teen Center. Adhering to the new parking requirements will eliminate the impact to the Post Office's operations and customers as was the case last year.

ALTERNATIVES:

- 1) Adopt Resolution No. 2013–33, allowing the Fil-Am Association to use the Teen Center to host Zumba classes three days a week from December 17, 2013 to January 30, 2014, with proceeds to go to the Philippine Red Cross or the Samaritan’s Purse which is the staff recommendation.
- 2) Do not adopt the resolution, which is not recommended because it would require the Filipino-American Association to find another location to provide this service.

FINANCIAL IMPLICATIONS: As the activities will be occurring during normal operations there are no financial implications involved.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2013–33 to allow the Fil-Am Association to use the Teen Center to host Zumba classes with proceeds to go to the Philippine Red Cross or the Samaritan’s Purse.

CITY MANAGER’S COMMENTS: Council routinely authorizes the use of City property for activities hosted by non-profits and other community organizations that benefit the community. The Fil-Am Association and other members of the community have been actively fundraising to help victims of the typhoon. I support these efforts and support staff’s recommendation that Council adopt Resolution No. 2013–33 because this is another example of the caring and generosity displayed by the Kodiak community when it comes to helping those in need.

ATTACHMENTS:

- Attachment A: Resolution No. 2013–33
- Attachment B: Letter of request from Mary Guilas-Hawver, dated November 15, 2013
- Attachment C: Email of clarification from Mary Guilas-Hawver, dated December 3, 2013

PROPOSED MOTION:

Move to adopt Resolution No. 2013–33.

**CITY OF KODIAK
RESOLUTION NUMBER 2013-33**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE ISSUANCE OF A PERMIT TO THE FIL-AM ASSOCIATION OF KODIAK FOR THE USE OF PUBLIC PROPERTY FOR FUNDRAISER ACTIVITIES

WHEREAS, the Filipino-American Association of Kodiak made a formal request to conduct Zumba exercise classes as a fundraising activity on City property to aid victims of the recent disaster in the Philippines; and

WHEREAS, the request is to host these classes three days a week from December 17, 2013 through January 30, 2014; and

WHEREAS, all money collected for class fees and other donations received as a result of the Zumba classes will be sent directly to the Philippine Red Cross or the Samaritan’s Purse for victims of Typhoon Haiyan; and

WHEREAS, Kodiak City Code Section 5.04.010 prohibits business activities on City property, and Kodiak City Code Section 5.04.060 requires a permit for community festivities or fundraising activities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a permit be issued, with the permit fee waived, to the Filipino-American Association of Kodiak as provided in section 5.04.050(b) and (d) of the City Code for use of public property at the Teen Center from December 17, 2013 through January 30, 2014 on the condition that the Fil-Am Association agrees to comply with the stipulations set forth in this section and section 5.04.060 of the City Code.

BE IT FURTHER RESOLVED that the Filipino-American Association is authorized to collect fees at its Zumba sponsored classes on behalf of the victims of the recent typhoon and that the Association shall coordinate scheduling of the classes with the Kodiak Parks and Recreation Director and ensure attendees comply with the new parking requirements at the Teen Center.

CITY OF KODIAK

DEPUTY MAYOR

ATTEST:

CITY CLERK

**Filipino American Association of Kodiak
PO Box 2279 Kodiak, AK 99615**

November 15, 2013

Aimee Kniazowski, City Manager
Charlie Powers, Parks and Recreation Director
City of Kodiak
710 Mill Bay Rd
Kodiak, AK 99615

Dear Ms. Kniazowski,

The Filipino American Association of Kodiak (Fil-Am) is planning to do several Fund raisers to benefit the victims of the most recent disasters in the Philippines. As you might know, this will be an ongoing effort to be made by the Filipino-American communities as the impact of the disaster is great. I appreciate any assistance you can extend to us.

In this letter, I am making two requests:

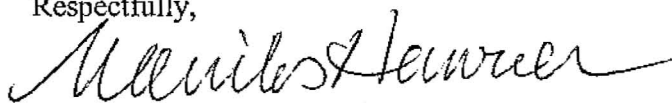
First, I am requesting the use of the Teen Center main room upstairs on December 7th, 2:00PM -5:00PM for a split the pot and accept donations. One hundred percent of the proceeds from the split the pot and whatever monetary donations we collect will be sent to the Philippine Red Cross or the Samaritan's purse organization, which are already in the devastated areas in the Philippines.

The aforementioned date and time is also during the Fil-Am already scheduled Christmas party at the Teen Center.

My second request is that we hold Zumba (Combination of Aerobics and Dance type of exercise program) fundraising classes at the Teen Center main room upstairs from 6:00-7:30PM during the following dates: 12/17, 12/19, 12/21, 1/7, 1/9, 1/11, 1/14, 1/16, 1/18, 1/21, 1/23, 1/25, 1/28 and 1/30. (Tuesdays, Thursdays and Saturdays respectively). Suggested donation will be \$5.00 per class or \$12.00 per week (total of three classes). Again, 100% of the donations collected will be sent to the Philippine Red Cross or the Samaritan's purse organization.

Thank you in advance for your kindest consideration.

Respectfully,



Mary Guilas-Hawver, President
Ph: (907) 481-2423
Fax: (907) 481-2417
mary.guilashawver@providence.org

From: Guilas Hawver, Mary [<mailto:Mary.GuilasHawver@providence.org>]
Sent: Tuesday, December 03, 2013 9:15 PM
To: Kniaziowski, Aimee
Cc: Shuravloff-Nelson, Michelle; Powers, Charlie
Subject: RE: Fil-Am Letter of request for fund raisers at the Teen Center

Hello Aimee,

I apologize for my late response.

If it is not too late, I would like to respectfully request that the first request, the Fund raising during the Fil-Am Christmas party on 12/8/13 be cancelled. However, we will still have the Christmas party but no fund raising. The second request, Zumba fund raising, still be placed on the agenda with the options of holding the Zumba in one of the Racquetball Courts during the times or schedule within Monday or Fridays from 12-2 or Tuesdays-Thursdays 10-3, as per Charlie's recommendations.

Thank you so much.

Mary

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Thru: Glenn Melvin, City Engineer and Roe Sturgulewski, Library Project Manager

Date: December 12, 2013

Agenda Item: V. e. **Authorization of Amendment No. 5 to the Professional Services Agreement with Cornerstone General Contractors, Inc. for Balance of Construction Work for New Library, Project No. 6012**

SUMMARY: The City Council has previously authorized four amendments to Cornerstone General Contractors, Inc. to construct the new library. This action awards Amendment No. 5 to increase the amount of the GMP (Guaranteed Maximum Price) to account for increases in the allowances including other owner controlled elements during construction. City staff, the library building committee, and the Project Manager reviewed the amendment and costs of the remaining construction work on November 25, 2013. Staff, the building committee members, and the project manager support authorization to increase the Cornerstone GMP. Therefore staff recommends Council authorize Amendment No. 5 to the Cornerstone contract in the amount of \$91,595.

PREVIOUS COUNCIL ACTION:

- January 26, 2012, Council authorized support for the CMc construction delivery method as recommended by staff and the building committee.
- April 12, 2012, Council authorized a contract with Cornerstone General Contractors, Inc. for CMc pre-construction services for the New Library project.
- May 24, 2012, Council authorized contract Amendment No. 1 to Cornerstone General Contractors, Inc. for civil site work.
- June 12, 2012, Council authorized contract Amendment No. 2 to Cornerstone General Contractors, Inc. for foundation installation work.
- July 12, 2012, Council authorized contract Amendment No. 3 to Cornerstone General Contractors, Inc. for installation of superstructure work.
- November 8, 2012, Council authorized contract Amendment No. 4 to Cornerstone General Contractors, Inc. for the balance of construction work.

DISCUSSION: As identified above, in January 2012 the City Council supported the use of the Construction Manager/General Contractor (CMc) construction delivery method for use on the new library project. Council agreed that, while the City has relied on the standard design-bid-build method for its projects, the CMc method would be beneficial because it brings the contractor into the project in

the design phase to help develop the design, perform value engineering, and provide ongoing cost estimates.

Cornerstone General Contractors, Inc. was selected to be the City's CMc for the project and issued a professional services contract for pre-construction services. The contract provided for construction work to be added through separate approval processes in phases such as site work, utility work, foundation, superstructure, and final construction work to complete the library. The action before Council now is the approval of Amendment No. 5 to Cornerstone's contract. This will increase the amount of the GMP to pay for the actual costs of allowances in the contract, including other owner controlled elements during construction as referenced in the project manager's memo (Attachment A).

The project manager met with City staff and the building committee to review the project budget on November 25, 2013. This amendment is supported by the staff, the project manager, and the building committee (Attachment C). It increases the GMP amount by \$91,595. Project manager, Roe Sturgulewski reports that the project has achieved substantial completion and is under budget. There is a small punch list of items remaining for final completion, including negotiation of some extra costs items. Roe believes these will be resolved within the revised GMP.

ALTERNATIVES:

- 1) Authorize Amendment No. 5 to Cornerstone General Contractors, Inc. which will increase the GMP amount. This is staff's recommendation. This action supports Council's approval of the methodology and funds contractual Allowances.
- 2) Do not authorize the Amendment No. 5 at this time which is not recommended because it does not fund contractual Allowances.

FINANCIAL IMPLICATIONS: The library project has a budget of over \$12 million, including the Rasmuson grant award of \$500,000. The Kodiak Public Library Association's capital campaign has been very successful. They have exceeded their goal of \$750,000 in contributions including pledges and in-kind work. The project has funds available to cover this amendment for the GMP of \$91,595.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize Amendment No. 5 to the professional services contract with Cornerstone General Contractors, Inc. to increase the GMP by \$91,595 with funds coming from the Building Improvement Fund, New Library Project, Project No. 6012.

MANAGER'S COMMENTS: The approval of Amendment No. 5 to the Cornerstone contract is anticipated to be the last amendment to the Cornerstone contract requiring Council action. The project has successfully met the community's goal of having a new library built by 2013. The project also met City goals to be completed by 2013 and to be completed within the budget. Cornerstone continues to work as a partner with our project manager and City staff through the punch list process.

This project has taken a great deal of effort and public participation to bring the project to substantial completion and to open to the public earlier this week. I recognize and appreciate the efforts of our project team in delivering the project on schedule and on budget. I support the recommendation of our project manager and the building committee and ask Council to authorize this Amendment No. 5 with Cornerstone General Contractors, Inc.

ATTACHMENTS:

Attachment A: RISE Alaska recommendation memo, dated December 2, 2013

Attachment B: Updated library project budget, November 26, 2013

Attachment C: Building Committee recommendation memo, dated December 2, 2013

PROPOSED MOTION:

Move to authorize Amendment No.5 to the professional services contract with Cornerstone General Contractors, Inc. for the new library, to increase the guaranteed maximum price (GMP) by \$91,595, with funds coming from the Building Improvement Fund, New Library Project, Project No. 6012.



Memorandum

TO: Aimee Kniaziowski
FROM: Roe Sturgulewski
DATE: December 2, 2013
RE: Kodiak Library
 Recommendation for Approval Cornerstone Reconciliation Amendment
 And Project Budget Update

This is to recommend award of a \$91,595 Amendment to Cornerstone General Contractors, Inc. A Project Budget update and discussion of potential enhancements is also provided.

The Cornerstone contract was executed in a Guaranteed Maximum Price format. It included Base Work and Allowances. The Allowances consisted of Owner Discretionary Changes and Other Work Items where the scope was not fully identified, known, or quantifiable. The Terms of the Contract provided all cost savings would revert to the City but provided a mechanism for Cornerstone to fully recover Allowance costs. The Cornerstone base bid work underran the budgeted amount while both of the Allowance components exceeded the budget allocation. Most, but not all, of the final costs are known. Most of the remaining outstanding cost elements relate to Owner Change elements where the costs remain under negotiation. Cornerstone's latest pay estimate includes billings near their contract amount. This Amendment will increase the GMP and establish a conservative new contract amount.

While it is anticipated this will be the last required Council action for the Cornerstone contract (unless additional scope elements are authorized), there is the possibility another Amendment would be required in the event the final base contract and Allowance costs exceed the current projections which are intended to be conservative. This Amendment will allow payment of existing obligations. It is anticipated the Project team will finalize negotiations and then do a minor deductive Amendment to balance the final contract amount with actual costs.

Modifications to the original Contract Scope

Add primary electric relocate	\$28,657
Add patio fill	\$11,330
Changed site conditions (PCOs 1, 4, 11, 15, 17, 21, and 134)	\$30,448
Increase siding allowance	\$11,400
Increase shelving allowance	\$9,760
	\$91,595

The Building Committee supports approval of this Amendment.

The existing amount of the CGC Construction contract is \$8.429 M which is \$103 K less than the amount authorized by the Council. As previously discussed, the metal roof alternate, which was conditionally funded by the Council, was not awarded.

Find attached a Budget update. The approved \$12.448 M Project Budget assumed receipt of \$750 K from KPLA. KPLA has met their full target fundraising goal including pledges and in-kind work. The success of the fundraising campaign was not knowable at the time of budget creation. While it is an oversimplification, to address that uncertainty and balance scope and budget, a portion of the KPLA Capital Campaign funding target was allocated to an Enhancements budget item. KPLA has released \$500 K to the City and is funding a nominal \$40 K in additional FFE. KPLA would like to use a portion of their remaining fundraising proceeds to continue with additional elements.

KPLA generated about \$780 K in their capital campaign, of which \$677 K has been received by them in cash, \$69 K in pledges, and \$34 K in kind contributions. Approximately \$137 K in cash is currently available for allocation towards the Project.

A list of possible enhancements was developed with input from Library staff, the design team, members of the Building Committee and others. The Building Committee met to discuss these items and supports incorporating a portion of the enhancements in the Project. The attached list presents two categories of items. The first presents items supported to be incorporated into the Project by the Building Committee. The second are items that require additional discussion by the Building Committee prior to recommending incorporation in the Project. We are providing this information to begin dialogue with the Council on allocation of remaining resources toward the Project including KPLA funding as well as the Contingency balance. Approximately \$500 K of City funds and the additional KPLA funding noted above is anticipated to be available.

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



New Kodiak Public Library Project Budget Update 11/26/13



	1/17/12	10/28/12	11/26/13	11/26/13	Estimate at
	Budget	Revised Budget	Obligations	Spent	Completion
Site Acquisition					
Lots 6B-1A+1B "Barn Site" *	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000
Potential Additional Parcel	\$230,000	\$40,000	\$45,000		\$45,000
Subtotal	\$880,000	\$690,000	\$695,000	\$650,000	\$695,000
Soft Costs					
Pre-Development Costs *	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000
Miscellaneous Professional Services	\$80,000	\$120,000	\$175,653	\$149,798	\$176,000
Miscellaneous Administrative	\$35,000	\$35,000	\$46,851	\$46,851	\$55,000
1% for Art	\$80,000	\$80,000	\$40,724	\$40,724	\$80,000
Subtotal	\$280,000	\$320,000	\$348,228	\$322,373	\$396,000
Management and Design					
Architecture/Engineering	\$1,050,000	\$1,050,000	\$1,027,385	\$976,391	\$1,050,000
Project Management	\$350,000	\$350,000	\$465,762	\$433,794	\$466,000
Special Inspections	\$25,000	\$33,000	\$34,616	\$34,616	\$36,000
Subtotal	\$1,425,000	\$1,433,000	\$1,527,763	\$1,444,801	\$1,552,000
Construction					
General Contractor	\$8,000,000	\$8,485,000	\$8,490,365	\$8,287,107	\$8,611,000
Furniture, Fixtures and Equipment	\$400,000	\$350,000	\$366,276	\$176,232	\$425,000
Subtotal	\$8,400,000	\$8,835,000	\$8,856,641	\$8,463,339	\$9,036,000
Enhancements	\$263,372	\$263,372	\$40,000		\$263,372
Project Contingency	\$1,200,000	\$907,000	\$0	\$0	\$506,000
Total Project Costs	\$12,448,372	\$12,448,372	\$11,467,631	\$10,880,512	\$12,448,372

* Pre-funded Items Totaling \$735,185

December 2, 2013

Aimee Kniazowski
 City Manager
 City of Kodiak
 710 Mill Bay Road
 Kodiak, Alaska 99615

Aimee:

The Kodiak Library Building Committee met Monday, November 25th at the new Kodiak Public Library. After touring the facility and receiving a project update, we considered possible enhancements. Several alternates may be considered further; however, at this time Building Committee members present unanimously recommend the following, many of which are related to library safety, efficiency, and durability:

Wrap Children's Area column	\$1,000
Building Automation System pressure sensor/BAS change	\$3,000
Add/relocate security cameras	\$15,000
Additional security keypad at receiving door	\$2,500
Additional lighting at the building exterior	\$2,500
Fill rain trough with rock	\$2,000
Additional fill at entry walk	\$1,000
Rubber stopper for book drop	\$100
Paint electrical panel doors	\$500
Drainage improvements near south patio & boiler room	\$8,000
New shelving in receiving room	\$6,000
Extra "Lat Stena" DVD storage	\$9,000
Rolling shelves in Children's Area	\$8,000
Concrete path outside boiler room	\$4,000
	\$62,600

Additionally, Building Committee members in attendance unanimously support approval of a \$91,595 increase to the Cornerstone General Contractors construction contract to incorporate increased Allowance costs and other changes during construction.

Paul Converse

Present during this meeting were the following Building Committee members:

Mark Anderson
Katie Baxter
Melissa Borton
Pat Branson
Paul Converse
Jerrol Friend
Doug Hogen
Mary Munk
Magdalena Sannito
Sara Thomas

Also participating in the meeting were Glenn Melvin and Natasha Hayden of the City of Kodiak and, via telephone, Roe Sturgulewski of Arcadis and Corey Wall of MRV.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Thru: Glenn Melvin, City Engineer and Marty Owen, Harbormaster

Date: December 12, 2013

Agenda Item: V. f. **Authorization of Amendment No. 5 to the Professional Services Contract for Construction Administration Services for Pier III Replacement, Project No. 8024/11-07**

SUMMARY: This memo is to recommend award of Amendment No. 5 to PND Engineers Inc. for construction phase services associated with the Pier III Replacement project. PND Engineers Inc. submitted a proposal for construction phase engineering services. The third party project manager and City staff recommend Council authorize Amendment No. 5 to the professional services contract to provide construction phase services associated with the Pier III Replacement project to PND Engineers on a Time and Expense (T & E) basis with services not to exceed \$996,021.

PREVIOUS COUNCIL ACTION:

- December 13, 2012, Council approved a professional services contract for geotechnical work.
- January 24, 2013, Council approved Amendment No. 1 to professional services contract for survey and preliminary engineering.
- May 23, 2013, Council approved Amendment No. 2 to professional services contract for additional geotechnical work.
- June 27, 2013, Council approved Amendment No. 3 to the professional services contract for full design and permitting work.
- September 13, 2013, approved no-cost Amendment No. 4 to the contract that did not require Council action.

DISCUSSION: The Council has previously authorized PND Engineers Inc. to perform professional engineering design related services for the Pier III Replacement project. This amendment would provide construction phase services including construction administration tasks and assistance in long lead material procurement. PND will assist with the procurement and quality assurance of the long lead construction materials including pipe and sheet pile and major steel framing members. The City's project manager, Roe Sturgulewski notes this will shorten the construction schedule, increase bidder interest and lower construction costs. The extent of services is in part dependent on the means and methods of the low bid selected contractors/suppliers. PND has a Seattle office which will allow economies for the offsite material inspection elements. PND will provide engineering support throughout construction and also provide full time on-site inspection during the majority of pile driving and other technically complex elements of construction. Their services will be augmented by on island testing inspection services to be performed by a third party outside the PND contract. PND's services would be performed on a T & E basis and will be managed by project manager Roe Sturgulewski of ARCADIS Alaska.

ALTERNATIVES:

- 1) Authorize Amendment No. 5 to professional services contract with PND. Staff recommends this alternative as a necessary component to successfully complete the project and help to ensure that the City gets quality construction.
- 2) Do not authorize the amendment. This is not recommended as it will greatly increase the risk of poor quality construction and will likely cause delays in work.

FINANCIAL IMPLICATIONS: The funds to complete this project have been secured through \$33.1 million in state grants and bonds. These funds are augmented by more than \$400,000 remaining from the initial FY2013 project capital budget for a total in excess of \$33.5 million. This is more than adequate funding to award this amendment.

STAFF RECOMMENDATION: Staff recommends Council authorize Amendment No. 5 to the professional services contract with PND Engineers for construction phase engineering services associated with Pier III Replacement in the amount of \$996,021, with funds coming from the Pier III Project, Project No. 8024/11-07.

CITY MANAGER'S COMMENTS: Approval of Amendment No. 5 will assist with the procurement of the long lead materials needed to construct the dock and provide inspection and technical support during dock construction. These services will help expedite successful delivery of the project. I support the staff recommendation to authorize the amendment.

ATTACHMENTS:

- Attachment A: Memo from Roe Sturgulewski of ARCADIS dated December 2, 2013 Re: PND Engineers Amendment No. 5 Construction Services Recommendation for Award
- Attachment B: PND Proposal letter dated December 2, 2013

PROPOSED MOTION:

Move to authorize Amendment No. 5 to the Professional Services contract with PND Engineers for construction phase engineering Services associated with Pier III Replacement in the amount of \$996,021, with funds coming from the Pier III project, Project No. 8024/11-07 and authorize the City Manager to execute the documents on behalf of the City.



Memorandum

TO: Aimee Kniazowski
FROM: Roe Sturgulewski
DATE: December 2, 2013
RE: Kodiak Pier III
 Status Update

This memorandum provides a Pier III project status update.

Design

Design remains slightly behind the original target delivery date. PND submitted their 65% design drawings on October 11, 2013. The drawings were reviewed by the project team and a comments matrix was prepared and open items addressed. Changes and additions to the drawings will be reflected in the 95% drawing set. In addition to general detailing which remains to be completed, there are three design elements where new information has been obtained and the design is in flux. The first involves re-routing of the water line to avoid existing sewage utilities. This relates to coordination of the water line, and existing septic tank and leach field serving the shop building. The remaining two items relate to the driveway access and location of the KEA primary equipment and are described below. Workaround solutions have been identified for these elements.

Progress has been made reducing estimated construction costs. Savings have occurred from reducing of pile diameter in the shoreside bent and a global reduction of pile embedment. Cost increases have occurred from working through the Cathodic Protection (CP) options needed to protect the structure through its 50-year design life. Seven options were evaluated. The solution with the lowest first cost included an active impressed current solution. This system has experienced mixed results in Kodiak and has increased maintenance requirements, in addition to the highest life cycle costs. The selected option includes galvanizing above the mudline, coupled with anodes and secondary protection in the intertidal zone. It provides the lowest life cycle cost but includes a nominal \$225 K cost premium over the impressed current system.

Completion of the 95% drawing set, initially scheduled for November 22, is now slated for December 13. Discussions are ongoing with PND to mitigate this slippage. Workarounds are being developed with PND to mitigate overall project schedule impacts.

Crane and Electric Power (Flywheels)

Horizon has solidified their decision to relocate their remaining new, 100-gauge Shanghai staged crane. The Project team has refined offload thinking and requirements. The timing of crane delivery is being re-sequenced. While the previously contemplated early crane delivery had benefits, it also carried schedule and cost risk. To eliminate uncertainty, lower construction costs and risk, the crane delivery has been re-sequenced to after Substantial Completion. Discussions are ongoing with Horizon to finalize timing.

The Project team provided Horizon with a November 6, 2013 letter highlighting the design, electrical power supply, and construction sequencing decisions incorporated into the 65% drawings. It also detailed impacts in the event changes were made to the crane solution. The letter was sent to clearly convey the need to finalize the crane solution. Horizon responded favorably to this letter and made a strong commitment to deliver one of the existing Shanghai based cranes. Horizon's commitment is also important to KEA, who will provide flywheels to support the power demands of the crane and provide other benefits. KEA's lead time from flywheel order through commissioning is about 10 months. A draft three-party agreement between KEA, Horizon and the City

is under review. The current draft of the agreement requires early payment of the Horizon capital contribution and a commitment for cost recovery of the installation by Horizon. It does not appear the early \$400K payment is problematic but it is anticipated the latter item will likely require discussion.

The draft agreement requires the City to obtain the permits/easements to site the flywheels. This could be a long lead item. To mitigate the associated schedule and cost risks, the team is reevaluating the location of the flywheel and is considering siting it on City controlled Pier III property. An update on this issue will be provided at the December 10, 2013 work session.

The intent had been to provide the three party flywheel agreement to the Council for December 2013 action, but it is now anticipated to be presented at the first January meeting. Re-sequencing of the crane installation to after Substantial Completion takes this agreement off the Critical Path. While multiple funding options are available for the City's flywheel capital contribution, City staff support use of Harbor Reserve Funds in lieu of Capital Credits. It is recognized by the Project team that this is a Council decision.

Permit Applications

ADOT Utilities requires permit applications for utility improvements in their ROW. Landside permits are in process with ADOT Utilities. While no work was planned for the area, the ADOT ROW section is requiring a Rezanof driveway permit application. The driveway approach does not meet current ADOT requirements and it's anticipated a waiver will likely be pursued in lieu of full compliance. Conceptual drawings of the options to bring the driveway into conformance with ADOT design standards have been prepared. Full compliance with ADOT requirements could add cost and have schedule impacts. The normal ADOT permitting process normally takes two to three weeks, but resolution of the driveway permit is more complex. The team will attempt to permit the minimum amount of utilities required to construct the facility and readjust its approach with ADOT if required.

The Federal inwater permitting has moved onto the Critical Path. Sequestration furloughs directly impacted the review schedule. Best case Federal permit receipt is now anticipated in mid-January but could extend if formal consultation with the resource agencies are required. The Project team met with the USACE, NMFS, and USFW. NMFS noted two possible tiers of consultation with respect to marine mammals. The first tier, informal consultation, typically requires 30-45 days; the second tier, formal consultation, could take up to 135 days. The determination as to which type of consultation would apply is based on an assessment, by agency staff, of the degree of adverse affect the project would have on the mammals. NMFS's primary concern is from the noise associated with inwater pile driving for mammals. From past experience, informal consultation is the most likely outcome. Steller's Eider and otters are USFW's primary concern. USFW noted that their permit review process typically requires less time and has less impact than NMFS. A Biological Assessment is being prepared to minimize Resource Agency concerns.

Owner Supplied Materials

The project team anticipates employing a limited Owner Supplied Materials procurement strategy. The intent is to procure major construction materials including sheet and pipe pile, and major steel members to facilitate an early April construction start. This option would eliminate contractor markup, increase bidding interest, and reduce material costs. While there are risks associated with this approach, the Project team has successfully used this approach on other projects and will structure the procurements to minimize known risks. The intent would be to prepare the materials package to allow for January 2014 Council approval with initial delivery of materials early in the second quarter. The intent is to allow the contractor to start initial onsite construction including demolition, armor stone removal and fill below the sheetpile section and then to seamlessly transition into pile installation.

Land Ownership

Progress has been made on understanding land and ROW constraints. As noted above, DOT has requested additional permitting beyond what normally would be required for new construction to clean up past permitting omissions. Research indicates there are title issues associated with the west portion of the Pier 3 property. No Project construction is anticipated in the area. Paths have been identified to clean up these issues.

Pillar Mountain Slope

Golder and Associates has completed their evaluation. Their report validated the low probability of a deep seated slope failure and notes the most likely scenario will be continued freeze thaw related raveling. The report data will also serve as a baseline for future review. Golder has suggested certain future monitoring efforts. The report has been shared with ADOT, who is planning a project in the area.

Tenant Negotiations

BST Associates has been engaged to support the City with Preferred User Agreement (PUA) and other negotiations with Horizon. The project team has provided BST information to support the preparation of pro forma capital expense (CAPEX) and operational expense (OPEX) models for analyzing the financial characteristics of the replacement pier and facilities. Horizon currently has three agreements with the City. It is anticipated some or all of these agreements will need to be extended beyond their December 31, 2013 expiration date. While there is float in the schedule, it would be preferable from a project delivery perspective to align Horizon and City interests through completion of the Preferential Use Agreement as soon as possible and clearly prior to the bid opening of the project.

Project Budget

A Revised Draft Budget showing allocation of the State grant funding is attached. \$33.1M in State FY13 appropriations has been allocated towards the project. The State funding has been combined with the earlier \$712,000 Pier III inspection project from the City accounting perspective. With City appropriations, this will increase funds available to the Pier III buildout by about \$467K or a total of about \$33.57M. As noted in the last Council update, PND's latest estimate for the base project scope (420LF) was \$35.3M, or about \$1.7M over at the available budget. This estimate included about \$4M in contingency. A number of elements have been pursued to reduce costs and close this gap. Pile optimization, alternate flywheel funding, owner material purchase and other elements have reduced the perceived gap to about half this amount. A revised cost estimate has not been generated since the last Council meeting and additional review is being done to confirm cost assumptions. As discussed at the last Council update, the Project could be brought within budget by reducing the length of the dock by between 16 to 48 feet and it is anticipated a bidding strategy using alternatives will be employed to align construction bids with available funding. The exact strategy will be refined as the level of pricing becomes more firm. The Project team's clear preference remains delivery of a 420' dock.

Project Schedule

An updated schedule is attached. There are a number of changes since the last presentation. Discussions are ongoing with the construction community on ways to most cost effectively deliver the Project. An Owner material procurement package has been added. While it is aggressive, the target is to allow onsite construction to start about April 2, 2014 and not delay the contractor waiting for construction materials. This will allow the contractor to maximize efforts during a period of relatively low Pier III shipping activity. Anticipated receipt of the bidding documents has slipped since the last update with workarounds being developed to maintain the end of January bid date. Permitting has slipped into mid-January in the most likely case. Substantial Completion is scheduled to be achieved by December 31, 2014. The schedule will need to be reevaluated in the event all the elements do not come together. Crane delivery is currently anticipated in the first quarter of 2015 at the earliest. Crane commissioning, minor punch list and base contract completion work will be done in the summer of 2015. To minimize crane delivery costs, the crane will be mobilized on a large ship with other cranes going to the west coast. Horizon will provide their supplier with a "no earlier than" delivery date. The supplier will then work with Horizon and other customers to minimize their shipping costs. Discussions are ongoing between Horizon, the Owner, Project team and KEA to refine the timing issue.

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



Kodiak Pier III Draft Budget 12/2/13



	Draft Budget	EAC	Obligations	Spent (as of 11/26/13)
DESIGN				
Wave Modeling	\$ 64,000	\$ 64,000	\$ 63,348	\$ 63,348
Geotech	\$ 348,000	\$ 348,000	\$ 347,683	\$ 347,683
Survey	\$ 31,000	\$ 31,000	\$ 30,600	\$ 30,600
Design	\$ 691,000	\$ 691,000	\$ 690,210	\$ 563,768
Permitting	\$ 111,000	\$ 111,000	\$ 110,155	\$ 38,403
CA	\$ 1,000,000	\$ 1,000,000		
Subtotal Design	\$ 2,245,000	\$ 2,245,000	\$ 1,241,996	\$ 1,043,801
ADMINISTRATION				
City	\$ 50,000	\$ 50,000	\$ 8,938	\$ 8,938
Professional Services	\$ 655,000	\$ 655,000	\$ 201,000	\$ 137,572
Legal	\$ 15,000	\$ 15,000	\$ 3,260	\$ 3,260
Other	\$ 25,000	\$ 25,000		
Subtotal Administration	\$ 745,000	\$ 745,000	\$ 213,198	\$ 149,770
CONSTRUCTION				
Dock	\$ 20,545,445	\$ 20,545,445	\$ -	\$ -
Material	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -
Electric (Primary)	\$ -	\$ -	\$ -	\$ -
Mitigation	\$ 32,000	\$ 32,000	\$ -	\$ -
Subtotal Construction	\$ 26,577,445	\$ 26,577,445	\$ -	\$ -
CONTINGENCY				
	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -
	\$ 33,567,445	\$ 33,567,445	\$ 1,455,194	\$ 1,193,571



KODIAK PIER III Master Schedule 12/2/13



2013 2014 2015
 J F M A M J J A S O N D J J A S O N D J J A S O

DESIGN

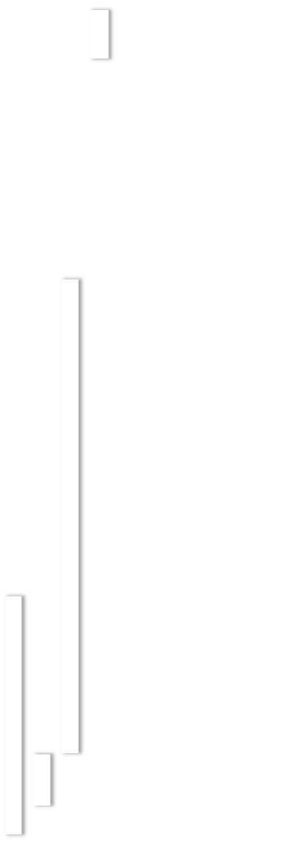
- Geotech
- Survey
- Structure Decision
- 35% Design
- 65% Design
- 95% Design
- 100% Design
- Permitting
- Bidding/Award
- SDC Contract Amendments

CONSTRUCTION

- Materials
- Mob
- Construct
- Finish Work

OWNER/TENANT ACTIVITIES

- Owner Supplied Material
- Leasehold Negotiations
- Crane Install/Commission
- Old Crane Demo
- Mitigation
- Horizon Crane Financing Decision
- Horizon Crane Decision
- Define Crane Phasing Plan
- Preliminary Electric Planning
- Install Flywheel/Offsite Electrical





Memorandum

TO: Aimee Kniazowski
FROM: Roe Sturgulewski
DATE: December 2, 2013
RE: Kodiak Pier III
PND Services During Construction
Recommendation of Award

This recommends approval of the PND proposal in the amount of \$996,021 to provide material procurement and construction administration services for the Pier III Project.

The scope includes additional services related to Owner material procurement, onsite inspection and technical support during construction. PND will assist in the pre-purchase of steel pipe pile, sheet pile and major deck girders. PND will provide full time inspection during the majority of the more technical construction elements, including pile driving. PND will provide Responsible Charge for the technical aspects of the project.

The PND proposal is being submitted in a T&M format. We support this approach, as there are a number of variables which could affect the required level of effort. A major variable relates to the duration of onsite construction. The proposal is based on the following schedule assumptions which reflect current thinking.

Complete design near year-end 2013, construction contract award in mid-February 2014, construction startup in April 2014, and Substantial Completion in December 2014, followed by crane delivery, minor punch list completion and crane commissioning the first half of 2015, with Final Completion early in the third quarter of 2015.

To reduce costs, the proposal assumes PND's onsite services will be augmented with qualified, local third party quality assurance assistance during low activity, non-critical periods of the Project.

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



ENGINEERS, INC.

December 2, 2013

111012

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

Subject: Kodiak Pier 3 Construction Administration and Project Procurement

Dear Ms. Kniazowski:

As you are aware PND Engineers, Inc. (PND) is currently working with the City of Kodiak (the City) to design a replacement to the aging and deteriorating Pier 3. PND has been asked to provide a proposal for pre-procurement of some of the materials that would be needed for the construction of the pier as well as an estimate of construction administration (CA) efforts during construction. The following proposal outlines the scope of work for these activities.

Task A: Pre-Procurement of Project Materials (T&M \$251,123)

Pre-procurement of construction materials has been discussed amongst the project team as well as with outside sources who have reviewed the project. The consensus on this topic is that procurement of materials prior to awarding a construction contract will have positive impacts on project schedule and potentially project cost. A scope of work for pre-procurement assistance is outlined below.

Assumptions

- All owner supplied materials will be staged in the Puget Sound area until such a time as the construction contractor takes ownership of materials following the award of contract.
- PND will provide storage area estimates for the all owner supplied materials but Arcadis is responsible, with PND input, for procuring the staging area.
- Sheet pile galvanization will be handled by the contractor following bid award.

In support of the procurement effort PND will provide the following services;

- Provide order quantities and lengths for the items listed above.
- Provide applicable specifications for material orders.
- Provide review of shop drawings, material test reports and other related project submittals required for the material order.
- Provide QA oversight during procurement.

A breakdown of the estimated costs to accomplish the above tasks is attached to this document.

PND proposes to assist with procurement of the following owner supplied materials;

Kodiak Pier 3 Construction Administration and Project Procurement

- Pier Pile, Dolphin Pile and Fender Pile
 - PND QA effort will only be provided for galvanization of the pipe pile at galvanization location.
 - PND will **not** provide QA at the mill location.
 - PND will provide a delivery inspection of all materials at the selected staging area.
- Steel Floor Beams
 - It is assumed that the steel support beams will be provided as raw (un-fabricated), un-galvanized steel shapes.
 - PND will **not** provide QA at the mill location.
 - PND will provide a delivery inspection of all materials at the selected staging area.
- Sheet Pile (Tailwall and Face Sheets)
 - PND will provide QA for all sheet pile sections at mill location.
 - PND will provide a delivery inspection of all materials at the selected staging area.

Task B: Construction Administration and Inspection (T&M \$744,898)

This work would require PND to be the on-site point of contact for communications with the selected contractor who will construct the project. PND will provide all Construction Administration (CA) duties and will monitor construction activities of all portions of the work either directly, through subconsultants or through the City. The following is a written description of the anticipated CA and on-site observation that will occur for each of the elements.

At the time of writing of this proposal, the schedule for construction for the new facility is not fully known. In order to estimate inspection costs the following assumptions were made regarding the construction schedule. Following construction project award, the assumptions below and the associated CA costs may need to be modified to reflect the project schedule. The below assumptions likely do not contain contingency as it is expected that it will be carried within the project contingency.

- Begin construction April 1, 2014
- End Construction December 31, 2014
- An additional one (1) month of on-site construction support in spring of 2015 for punch list items.
- Contractors schedule is six (6), ten-hour construction shifts per week
- Assumes approximately eight (8) months of total on-site construction support

Preconstruction Support:

This work includes project meetings, pre-construction coordination, review of all shop drawings and submittals required for fabrication and supply of construction materials, schedules, construction methods, etc. Communications would be directly between the Engineer and the Contractor. PND

would receive all submittals directly from the Contractor and would review and approve these submittals either directly or through the appropriate subconsultants. A copy of all approved submittals will be kept on-site during field inspection. These submittals will, at the end of the project, be transferred to the Owner.

Fabrication Observation:

Contractor fabrication of key items will be reviewed on a part-time basis to insure that the work is being performed adequately. This would include structural steel fabrication, concrete deck panel fabrication, verification of steel pipe pile material and other items. The majority of this work is expected to be performed in the Puget Sound area and would require short day trip inspections from PND's Seattle office. A daily report for each trip will be made stating the findings and any corrective actions required.

Project Management & Technical Support:

PND principals, design engineers and design subconsultants would be available during field construction for consultation on the design and would also provide quality assurance reviews on-site during the construction. PND anticipates that the PND Project Manager would perform a site observation during regular construction on a monthly basis. Contract management activities such as review and approval of contractor's schedule and certification of partial payments to contractors are assumed to be outside of this scope and will be handled by Arcadis, though it is expected that PND would provide some input on these items.

Field Work:

A PND representative would be on-site during the duration of the construction to provide review of construction, coordination between Owner and Contractor, and coordination between PND and PND subconsultants. While on-site, the PND representative would handle all day to day on-site work and would communicate daily with the Contractor, Owner and the PND home office. PND would also prepare all contractual documents such as change orders, pay requests, etc. Subconsultants would be notified by PND of critical inspection times and arrange for those inspections to take place. City inspectors (or City designated testing lab) for material testing (concrete, soils, and water) will also be notified as appropriate. It may also be necessary to provide a relief engineer for various periods if the Contractor works extended hours and days. Currently, it is assumed that the on-site representative will work 6 (six) days per week and 12 hours per day for a total duration of 10 months with eight break periods with a substitute inspector.

Project Close-out:

Project closeout involves the final observation and completion of the punch list of non-completed contract items. PND design engineers as well as subconsultant design engineers will visit the site to complete this phase of work. As part of the close-out effort PND will compile all project submittals and submit package to owner. Upon provision of red-lined drawings from the Contractor, PND will also draft project modifications into an as-built drawing set. As-built drawings will be provided to the City.

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

Sincerely,
PND Engineers, Inc. | Anchorage Office



Kenton W. Braun, P.E.
Vice President



Bryan Hudson, P.E.
Senior Engineer

Attachment: Task A: Cost Estimate
Task B: Cost Estimate

PROJECT TITLE:
 CLIENT:
 DATE:
 PHASE:

Kodiak Pier 3 Replacement
 City of Kodiak
 12/2/2013
 Task A: Pre-Procurement of Project Materials (Time and Materials)

LABOR: Task A - Pre-Procurement of Project Materials (Time and Materials)

No.	Task (Scope of Services)	Senior	Senior	Senior	Staff	Cad	Tech V	Total	Labor
		Eng. VII	Eng. VI	Eng. III	Eng III	Des. V			
1	Management and Reporting	100		240			40	380	\$53,400.00
2	Meetings and Coordination	20	160	240				420	\$61,200.00
3	Prepare Bid Forms for Material Procurement	10	30	60	200		40	340	\$37,750.00
4	Fabrication Observation (Assume 2 Visits/Week)		20	80	400		24	524	\$54,220.00
5	Fabrication Observation (Assume 10 Visits)		40		40			80	\$10,400.00
6	Fabrication Office Support	40	40	40				120	\$19,000.00
Total Labor		80	290	660	640	0	104	1864	\$235,970.00

EXPENSES

No.	Reimbursible	Unit	Quantity	Rate	Markup	Total
7	Miscellaneous	all	all	\$ 5,000.00	1	\$5,000.00
8	Airfare	Ea.	10	\$800.00	1.1	\$8,800.00
9	Per Diem	Day	15	\$75.00	1.1	\$1,238.00
10	Hotels	Day	15	\$220.00	1.1	\$3,630.00
11	Vehicle Rental	Day	15	\$90.00	1.1	\$1,485.00
Total Expenses						\$15,153.00

Total Labor	\$235,970.00
Total Expenses	\$15,153.00
Total (Time and Materials) - Construction Administration and Inspection	\$251,123.00

PROJECT TITLE:
 CLIENT:
 DATE:
 PHASE:

Kodiak Pier 3 Replacement
 City of Kodiak
 12/2/2013
 Task B: Construction Administration and Inspection (Time and Materials)

LABOR: Task B - Construction Administration and Inspection (Time and Materials)

No.	Task (Scope of Services)	Senior	Senior	Senior	Senior	Cad	Tech V	Total	Labor
		Eng. VII	Eng. VI	Eng. III	Eng I	Des. V			
		180.00	165.00	130.00	110.00	95.00	105.00	Hours	Cost
1	Management and Reporting	80		192			32	304	\$42,720.00
2	Meetings and Coordination	24	128	192				344	\$50,400.00
3	Submittal Review	20	20	100	200	45	40	425	\$50,375.00
4	Fabrication Observation (Assume 2 Visits/Week)			80	400		24	504	\$56,920.00
5	Fabrication Office Support	12	40	132	40			224	\$30,320.00
6	Field Construction Observation	32	32	100	2500			2664	\$299,040.00
7	Construction Office Support	64	176	520				760	\$108,160.00
8	As-Built Drawings	6	10	20	40	120		196	\$21,130.00
Total Labor		238	406	1336	3180	165	96	5421	\$659,065.00

SUBCONTRACTORS

No.		Total
9	RSA Engineering - Submittal Review	\$16,800.00
10	RSA Engineering - On-Site Inspection	\$12,130.00
11	Subcontractor Coordination (10% Markup)	\$2,893.00
Total Subcontractors		\$31,823.00


EXPENSES

No.	Reimbursible	Unit	Quantity	Rate	Markup	Total
12	Miscellaneous	all	all	\$ 5,000.00	1	\$5,000.00
13	Anchorage to Kodiak Airfare (Round Trip)	Ea.	16	\$550.00	1.1	\$9,680.00
14	Per Diem	Day	210	\$70.00	1.1	\$16,170.00
15	Lodging	Months	8	\$1,250.00	1.1	\$11,000.00
16	Vehicle Rental in Kodiak	Months	8	\$1,950.00	1.1	\$17,160.00
Total Expenses						\$54,010.00

Total Labor	\$659,065.00
Total Subcontractors	\$31,823.00
Total Expenses	\$54,010.00
Total (Time and Materials) - Construction Administration and Inspection	\$744,898.00

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members

From: Aimée Kniaziowski, City Manager 

Date: December 12, 2013

Agenda Item: V. g. **Authorization of Amendment No. 1 to the Professional Services Contract for Pier III Project Management Through Construction, Project No. 8024/11-07**

SUMMARY: This memo recommends award of Amendment No. 1 to RISE Alaska (ARCADIS-US) for construction phase project management services for the Pier III replacement project. RISE Alaska (ARCADIS-US) submitted a proposal to provide continued project management services through construction. The City Manager recommends Council authorize Amendment No. 1 to RISE Alaska's professional services contract to provide construction phase project management services for the Pier III replacement project in the amount of \$398,868.

PREVIOUS COUNCIL ACTION:

- FY2009 Council approved a capital project budget of \$250,000 for inspection and design of Pier III.
- FY2012 Council approved an additional \$462,000 to the project.
- July 12, 2012, Council adopted Resolution 2012-18 accepting the legislative grant for \$18.1 million and accepting the additional \$15 million if the bond package passed which it did.
- December 13, 2012, Council approved the RISE Alaska (ARCADIS) proposal for initial project management services for Pier III.

DISCUSSION:

The Pier III replacement project is nearing design completion and is moving into construction. Roe Sturgulewski of RISE Alaska has submitted a proposal to complete project management services through construction from December 2013 to the summer of 2015. RISE Alaska will perform these professional services on a Time and Expense (T&E) basis with services not to exceed \$398,868.

There is another issue that makes use of a professional project manager important, which is the potential for conflict of interest when dealing with Horizon Lines, the current tenant of Pier III and employer of the Manager's spouse. This issue has been discussed with Council over the years and is important to be aware of and take action when necessary as the Pier III project proceeds. She has consulted the City Attorney on what conflicts will likely arise as the City begins this project. The City Attorney advised that she may be disqualified by conflict of interest in some project aspects. In those instances, the Manager would recuse herself from participation in those actions and transfer the authority to take actions on the

City's behalf to another executive employee of the City or to the Pier III project management contractor when required. Executive employees of the City, with the exception of the City Clerk, all work for and report to the Manager, and she believes no executive level City employee has the time or experience to periodically intervene and manage the complexities of a project like this, even with the involvement of PND Engineers who will perform engineering services for the City under contract. However, a project manager can represent the City's interests as issues arise.

The need for a professional project manager is key to the continued success of this project and the Manager recommends Council amend the professional services contract with Roe Sturgulewski and the other RISE Alaska staff.

ALTERNATIVES:

- 1) Council may authorize amendment of the professional services contract with Roe Sturgulewski and RISE Alaska which is the staff recommendation and is consistent with past actions.
- 2) Delay or do not authorize the amendment. This is not recommended as it will limit staff's ability to meet the complex needs of a project this size.

FINANCIAL IMPLICATIONS: The funds to complete this project have been secured through \$33.1 million in State grants and bonds. Those funds are augmented by more than \$400,000 remaining from the initial project capital budget for a total exceeding \$33.5 million. There is more than adequate funding to award this contract.

LEGAL: The City Attorney has previously explained that potential conflicts of interest may occur at various stages of the project. A summary of the legal issue is discussed in the preceding Discussion section of this memo. It is the attorney's recommendation that, when such instances occur, the Manager will recuse herself and transfer the authority to make decisions for the City to either executive staff or the contracted project manager.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: The Pier III project is nearing completion of the design phase and is prepared to move into the construction phase. City employees do not have the time or experience to manage the complexities of this project, even with the involvement of PND Engineers who will perform engineering services for the City under contract. A professional project management firm is needed to ensure the project is completed successfully. Therefore, I recommend that Council authorize this professional services contract amendment with Roe Sturgulewski and RISE Alaska (ARCADIS) in an amount not to exceed \$398,868 for project management services through the completion of construction.

ATTACHMENT:

Attachment A: RISE Alaska Pier III proposal, dated December 2, 2013

PROPOSED MOTION:

Move to authorize Amendment No. 1 to the professional services contract with RISE Alaska (ARCADIS) for project management services for the Pier III project through the end of construction on a time and expense basis in an amount not to exceed \$398,868 with funds coming from the Pier III Project, Project No. 8024/11-07 and authorizing the City Manager to execute the agreement on behalf of the City.

DECEMBER 12, 2013
Agenda Item V. g. Memo Page 3 of 3

December 2, 2013

Aimee Kniazowski
City of Kodiak
710 Mill Bay Road
Kodiak, AK 99615

Subject: City of Kodiak - Pier III Replacement Project Management
Services During Construction

RISE Alaska / ARCADIS is pleased to present this proposal to provide Owner's Representative services through the construction phase for the Pier III Replacement project. This proposal details the proposed remaining services and includes a Time and Expenses (T&E) estimate for all remaining services. Our original proposal funded our effort through October 2013. We have completed services through November within the existing funding authorization. Continuing and building on our efforts to date on the project, ARCADIS will support the City of Kodiak and manage the overall project delivery by providing a range of services, including (1) Project Management, (2) Procurement Coordination, (3) Contractor Bidding Facilitation, (4) Construction Administration and Documentation, and (5) Stakeholder Communications and Public Involvement.

SERVICES

- 1.0 Project Management: Supervise and coordinate all project implementation activities, document project communications and progress, report project status and identify key issues.
 - 1.1 Weekly project coordination meetings
 - 1.2 Facilitate final design solutions and Value Engineering
 - 1.3 Procure and administer professional service contracts as required
 - 1.4 Coordinate/negotiate with tenants as required
 - 1.5 Manage ADOT permit applications for ROW and Utilities
 - 1.6 Support Engineer permit applications with USACE and Resource Agencies
 - 1.7 Maintain Master Project Budget
 - 1.8 Develop and maintain Master Project Schedule
 - 1.9 Facilitate alternate plan of finance or project re-scoping relative to available funds
 - 1.10 Administer procurement strategies and contracts
- 2.0 Owner Supplied Materials Procurement Strategy and Implementation: Coordinate, monitor and document procurement strategy for Owner supplied materials.
 - 2.1 Prepare procurement process to include:
 - 2.1.1 Coordinate Owner Supplied Materials List prepared by the Engineer
 - 2.1.2 Implement City procurement process
 - 2.1.3 Review vendor qualifications and conduct pre-bid/pre-award conferences
 - 2.1.4 Review procurement process: ordering, plant inspection, quality assurance, transportation, staging, site delivery
 - 2.1.5 Maintain materials inventory and document usage

- 3.0 Contractor Bidding Facilitation: Support and coordinate competitive bidding and selection process; monitor and document communications between Engineer and bidders; assist contract negotiations and integrate construction scheduling in master project schedule.
 - 3.1 Evaluate pre-qualification of bidders
 - 3.2 Prepare, review and release construction bid package
 - 3.3 Arrange and facilitate pre-bid meeting and site tour
 - 3.4 Coordinate and document bidder questions and Owner/Engineer responses
 - 3.5 Assist Owner evaluation of bids and selection of Contractor
 - 3.6 Review contract documents and support contract negotiations as required

- 4.0 Construction Administration and Documentation: Supervise and coordinate construction activities, including coordination with ongoing port operations.
 - 4.1 Conduct pre-construction conference
 - 4.2 Integrate Procurement and Construction schedules with Master Project Schedule
 - 4.3 Monitor project costs and activities against Master Project Schedule and Master Project Budget
 - 4.4 Coordinate and document Request for Information (RFI) between Contractor and Engineer
 - 4.5 Review and confirm monthly construction activities, invoices
 - 4.6 Coordinate, track and document Submittals and Change Orders
 - 4.7 Monitor and document inspection of materials and work in place
 - 4.8 Confirm as-built drawings and photographic documentation of work
 - 4.9 Facilitate Commissioning
 - 4.10 Close-out contracts, secure and convey warranty schedules, archive documents

- 5.0 Stakeholder Communications and Public Involvement: Prepare, distribute and present project information and status updates to the public and City.
 - 5.1 Prepare project fact sheet, monthly status update, issues discussion for public release
 - 5.2 Generate and maintain project stakeholders list
 - 5.3 Create PI schedule and integrate with Master Project Schedule
 - 5.4 Assist with project presentations for Council, public meetings as required
 - 5.5 Coordinate site tours as required
 - 5.6 Coordinate special events as required

PROJECT TEAM

Roe Sturgulewski, Lead Project Manager

Roe will be lead project manager, managing all aspects of this project. He will be the primary Point of Contact for all communication with the City of Kodiak and will manage the critical task activities for the pier construction phase, oversee master project budget and schedule, manage the Engineer services, and supervise and coordinate Construction Administration to optimize and integrate the combined efforts of the Owner's Representative, Engineer, and Contractor.

Mark T. Griffin, AICP, Senior Project Manager

Mark will support Roe and other members of the combined Engineer and Contractor team to secure project permits, devise and implement an Owner's Supplied Materials strategy, solicit and secure competitive construction bids, and negotiate contracts. Through the construction period Mark will integrate schedule and budget updates to generate project status reports and performance evaluations, working with the Engineer and Contractor to optimize efforts while achieving rigorous project quality controls.

Patrick Hanssens, Project Controls/Scheduling

Patrick will provide scheduling and project controls support to the project team, establishing and maintaining a Master Project Schedule reflecting the input from permitting, design, procurement, construction and commissioning phases of the work, and supporting scheduling/budget updates.

Hanh D. Le-Griffin, Ports Manager Procurement/Construction

Le will coordinate and monitor the Owner Supplied Materials procurement and transfer to the project/Contractor. Working closely with the Engineer, Le will help to conduct the pre-bid and pre-award conferences, and monitor the production and transport of materials to the project, and oversee materials QA and inspection processes.

Erin Baca, Administration Support

Erin will provide administrative support to maintain document controls and to assist with scheduling/budget updates, providing meeting minutes, assisting with the coordination of project personnel schedules. She will maintain project calendar and manage electronic file requirements.

Cynthia Oistad, Public Involvement

Cynthia will work with the City to plan, schedule and implement a comprehensive public information program to generate project factual information for public distribution and presentation. She will develop and maintain a Stakeholder list and help coordinate presentations, public meetings and special events as needed.

PROPOSED FEE

We have included a fee estimate for services throughout the completion of the Project from December 2013 through summer 2015. This proposal is based on the current project schedule; completing design near year-end 2013, construction contract award in mid-February 2014, construction startup in April 2014, and Substantial Completion in December 2014, followed by crane delivery, minor punch list completion and crane commissioning the first half of 2015, with Final Completion early in the third quarter of 2015. RISE Alaska / ARCADIS proposes a Time and Expenses (T&E) allowance for services with a not-to-exceed (NTE) value of \$398,868. With this approach, the project will be billed only for services rendered and expenses incurred. The T&E Amendment also allows the City the flexibility to adjust or request optional services within the contract value to meet needs as they are identified. The listed billing rates reflect charges for services performed through the end of 2014. Subsequent billing rates beyond this date will be increased by 3% per year.

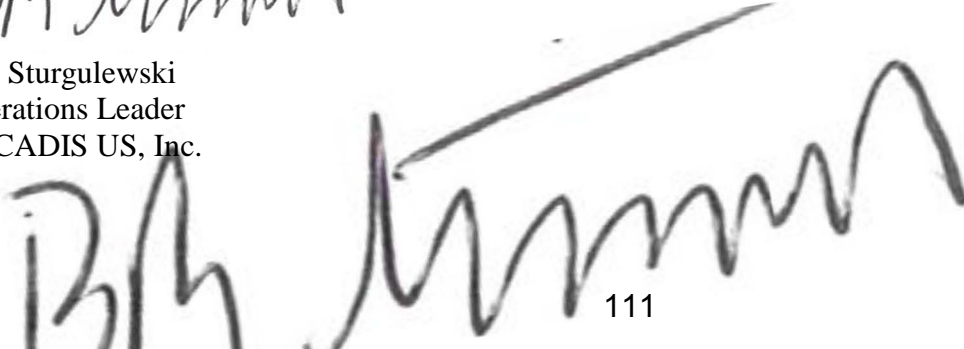
The Kodiak Pier III upgrade is an important infrastructure project for the City of Kodiak. We appreciate the opportunity to help deliver this critical infrastructure.

Please contact me at 907.276.8095 or roe.sturgulewski@arcadis-us.com if you have any questions or desire additional information.

Sincerely,




Roe Sturgulewski
Operations Leader
ARCADIS US, Inc.



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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Glenn Melvin, City Engineer & Mark Kozak, Public Works Director
Date: December 12, 2013

Agenda Item: **V. h. Authorization of Change Order No. 5, for Shelikof Street Pedestrian Improvement Project, Project No. 13-10/8016**

SUMMARY: The Shelikof Street Pedestrian Improvement project is now complete. During the course of construction a rock slide occurred that caused the project major delays and additional costs. Change Order No. 5 is for work performed by Brechan Enterprises to support the emergency engineering and construction services for the repair work to the slide area approved by Council on June 13, 2013. The additional work performed includes labor, materials, and equipment for the shotcrete repair and traffic control. All of the work associated with this change order is additional work and was contemplated at the time of the slide but was not quantifiable due to the needed response, short time constraints, and uncertainty of the duration of the work. Brechan Enterprises performed the additional work successfully and has completed the project with the least possible impact to the processors and general public. The change order also includes additional work requested to correct problems encountered on the project prior to the slide. It is staff's recommendation that Council approve this change order to the Brechan contract in the amount of \$245,623.91.

PREVIOUS COUNCIL ACTION:

- In August 2008, Council adopted Resolution 2008–20, accepting a \$250,000 legislative grant for Cruise Ship, Pier II, and Waterfront Master Plan.
- In August 2009, Council adopted Resolution 2009–23, accepting a \$700,000 legislative grant for design and construction of a pedestrian pathway from Pier II to downtown.
- In December 2009, Council authorized an award to DOWL HKM to oversee a public process to identify the preferred pedestrian route and to complete 35 percent design for the sidewalk and pedestrian amenities to accommodate cruise ship passenger foot traffic.
- In February 2010, Public meeting held to discuss water front project and proposed pedestrian route options from Pier II to downtown area.
- In June 2010, DOWL presented the design study to Council who identified Shelikof as the preferred route for a sidewalk and associated pedestrian improvements.
- In January 2011, Council adopted Resolution 2011–02, requesting additional funding for parking and other improvements and identifying the project as one of the City's top funding priorities for FY2012.

- In August 2011, Council adopted Resolution 2011–27, accepting a \$1,600,000 legislative grant for pedestrian improvements and parking improvements between Pier II and downtown.
- In October 2011, Council authorized award of final design of the Shelikof Street Pedestrian Improvements to DOWL/HKM
- In September 27, 2012, Council awarded the construction contract to Brechan Enterprises.
- In June 13, 2013, Council authorized emergency engineering and construction services to Golder and Associates to inspect, stabilize, and repair slide area.

DISCUSSION: City staff combined the three Brechan change requests into one, the City’s Change Order No. 5. The Brechan change requests; numbers 5, 6, and 7 are the last of the changes request on the project. Their change request number 5 is primarily the traffic control costs during the time the project was waiting for repair of the rock slide area and Brechan’s support work for the shotcrete repair project. Their change request number 6 is a cleanup of various items added during the project with some of the work related to the shotcrete repair work as well. Change request number 7 contains final adjustments to correct an issue with APS stairs and the use of steel to create a retaining wall at the North Pacific’s fuel line area.

Brechan’s change request number 5 in the amount \$100,699.90 is directly related to traffic control for labor, materials and equipment. Once the slide occurred it basically shut Brechan down from completing the project on schedule and closed the road to through traffic. Brechan had to maintain traffic control signage, barricades and traffic control devices during this entire time. On a daily bases these devices had to be reset up from people and traffic moving them. These tasks and costs associated with them went from the end of May until the shotcrete work was completed in late August. The amount includes the traffic control for the shotcrete work.

The remaining \$70,511.51 was for labor, materials and equipment in support of the problems associated with the slide. The change request includes a breakdown of effort and equipment time as well as material used.

Brechan’s change request number 6 includes additional work requested such as replacement of additional asphalt to correct drainage issues in front of APS, additional curb and gutter replacement, compensation for lost time and delays with modification to the storm drainage work, and rerouting some of the storm drainage due to underground conflict with existing utilities.

ALTERNATIVES:

- 1) Authorize change order number 5 for the additional work and support needed for the emergency repair of the slide which is staff’s recommendation.
- 2) Do not authorize the change order which is not recommended. The City has an obligation to pay the contractor for this unanticipated work performed.

FINANCIAL IMPLICATIONS: The project contract with Brechan will be \$2,165,233.85 including all change orders. The remaining project budget does not have adequate funding to cover this final change order. The project budget has a total of \$279,000 remaining. The final invoices are estimated to be \$362,000. This leaves a shortfall of \$83,000. Staff is requesting Council to approve a transfer of the \$83,000 shortfall from the General Fund to cover the costs of these invoices.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends that Council authorize Change Order No. 5 for the Shelikof Street Pedestrian Improvement Project, Project No. 8016, to Brechan Enterprises in an amount of \$245,623.91 with funds coming from Harbor Pedestrian Improvement Project, Project No. 8016 and the remaining \$83,000 transferred from General Fund.

CITY MANAGER'S COMMENTS: This project has been a very real challenge and an expensive one due to the emergency response required to take care of the rock slide. Brechan has worked closely with Public Works on all aspects of this project from the original scope to their role in the emergency response. I support the staff recommendation that Council approve this consolidated Change Order No. 5 to Brechan and fund the \$83,000 shortfall from a transfer from the General Fund.

ATTACHMENTS:

Attachment A: City Change Order No. 5 Brechan change request # 5

Attachment B: Brechan change requests #5, 6, and 7

PROPOSED MOTION:

Move to authorize Change Order No. 5 for the Shelikof Street Pedestrian Improvement Project, Project No. 13-10/8016, to Brechan Enterprises in an amount of \$245,623.91 with funds coming from Harbor Pedestrian Improvement Project No. 13-10/8016 and the remaining \$83,000 to be transferred from the General Fund Fund Balance.

DATE: December 21, 2013

NAME OF PROJECT: Harbor Planning/Shelikof St Pedestrian Crossing Improvement

PROJECT NO.: 10-04/8016

CONTRACTOR: Brechan Enterprises Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1. Rock Wall Realignment and Shotcrete & Traffic Control \$171,211.41
- 2. Additional Curb, Gutter, Storm Drain and Surveying \$66,412.50
- 3. Steel Retaining Wall & Wooden Stair Landing \$8,000.00
- Total \$ 245,623.91
- 4. Completion Date December 31, 2013

Justification: Change Requests 5 through 7 Attached

Original CONTRACT PRICE: \$1,719,130.00

The CONTRACT PRICE from prior CHANGE ORDERS: \$200,479.94

The CONTRACT PRICE due to this CHANGE ORDER will increase: \$245,623.91

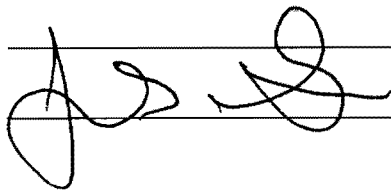
The new CONTRACT PRICE including this CHANGE ORDER: \$2,165,233.85

Requested by City Engineer _____

Approved by Department Head _____

Ordered by City Manager _____

Accepted by Contractor _____





Attachment A: Change Request No. 5

Brechan Enterprises, Inc.

2705 Mill Bay Road
Kodiak, AK 99615
Ph : (907)486-3215

Change Request

To: City of Kodiak
Box 1397
Kodiak, AK 99615

Number: 5
Date: 9/27/13
Job: 02-2012109 Shelikof Street Ped. Improv
Phone:

Description: Rock Wall Realignment & Shotcrete

We are pleased to offer the following specifications and pricing to make the following changes:

Labor, materials and equipment to complete rock wall realignment and shotcrete project portion.	\$70,511.51
Labor, materials and equipment for the traffic control during above work.	\$100,699.90

The total amount to provide this work is	\$171,211.41
(Please refer to attached sheet for details.)	

If you have any questions, please contact me at .

Submitted by:

Approved by:

Date:

Cc:

Brechan Enterprises, Inc.

2705 Mill Bay Road
 Kodiak, AK 99615
 (907)486-3215



City of Kodiak
 P.O. BOX 1397
 KODIAK, AK 99615

INVOICE ID: 403073369
 DRAW ID: 196
 DATE: September 25, 2013

CONTRACT ID: 02-2012109
 Shelikof Street Ped. Improv
 LOCATION:

CUSTOMER ID: CITKODIA
 PO #:

Labor and Burden

	<u>Employee</u>	<u>Pay ID</u>	<u>Rate</u>	<u>Qty</u>	<u>Amount</u>
Labor					
8/2/2013					
	A1602 OE Group 1A FRMN	Herter; Derek W.	Overtime	120.00	3.00 360.00
				3.00	360.00
8/3/2013					
	Currie; Robert S.	Not used	0.00	0.00	100.81
	Cubbedge; Thomas D.	Not used	0.00	0.00	210.48
	Deater; Chris J.	Not used	0.00	0.00	217.02
	Roberts; Gary L.	Not used	0.00	0.00	114.38
	Herter; Derek W.	Not used	0.00	0.00	88.10
	Smith; Mark D.	Not used	0.00	0.00	220.43
	Catt; Samuel A	Not used	0.00	0.00	217.72
	Steele; Tyler W	Not used	0.00	0.00	144.67
	Irwin; Peter T	Not used	0.00	0.00	176.53
	A1601 OE Group 1	Catt; Samuel A	Overtime	115.00	7.00 805.00
	A1602 OE Group 1A-New	Deater; Chris J.	Regular	90.00	0.50 45.00
		Deater; Chris J.	Overtime	120.00	7.00 840.00
	A2103 Teamster Lead Truck	Currie; Robert S.	Overtime	110.00	4.00 440.00
	A2103 Tractor & Lowboy Dr	Roberts; Gary L.	Overtime	110.00	4.50 495.00
	A2104 Truck Driver	Cubbedge; Thomas D.	Regular	85.00	4.25 361.25
		Cubbedge; Thomas D.	Overtime	110.00	3.75 412.50
		Smith; Mark D.	Overtime	110.00	8.00 880.00
		Steele; Tyler W	Overtime	110.00	5.25 577.50
		Irwin; Peter T	Overtime	110.00	6.50 715.00
				50.75	7,061.39
8/4/2013					
	S1202 Laborer Group 2	Palmer; Rhonda M.	Overtime	100.00	1.00 100.00
				1.00	100.00
8/5/2013					
	S1202 Laborer Group 2	Palmer; Rhonda M.	Regular	80.00	1.50 120.00
				1.50	120.00
8/6/2013					
	S1202 Laborer Group 2	Palmer; Rhonda M.	Regular	80.00	3.00 240.00
				3.00	240.00
8/8/2013					

S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	1.50	120.00
				1.50	120.00
8/9/2013					
A1602 OE Group 1A-New	Deater;Chris J.	Regular	90.00	1.50	135.00
S1201 Laborer Group 1	Hester-Willett; Vicki S.	Overtime	100.00	0.50	50.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	1.00	80.00
				3.00	265.00
8/10/2013					
	Deater;Chris J.	Not used	0.00	0.00	40.99
	Hester-Willett; Vicki S.	Not used	0.00	0.00	14.78
	Palmer;Rhonda M.	Not used	0.00	0.00	536.36
	Currie; Bronwyn	Not used	0.00	0.00	153.03
S1201 Laborer Group 1	Currie; Bronwyn	Regular	80.00	5.50	440.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	8.00	640.00
	Palmer;Rhonda M.	Overtime	100.00	3.00	300.00
				16.50	2,125.16
8/12/2013					
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	1.00	80.00
				1.00	80.00
8/13/2013					
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	1.00	80.00
	Palmer;Rhonda M.	Overtime	100.00	1.00	100.00
				2.00	180.00
8/14/2013					
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	8.00	640.00
	Palmer;Rhonda M.	Overtime	100.00	4.50	450.00
				12.50	1,090.00
8/15/2013					
S1201 Laborer Group 1	Currie; Bronwyn	Regular	80.00	2.00	160.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	8.00	640.00
	Palmer;Rhonda M.	Overtime	100.00	4.00	400.00
				14.00	1,200.00
8/16/2013					
A2103 Tractor & Lowboy Dr	Roberts; Gary L.	Overtime	110.00	1.50	165.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	8.00	640.00
	Palmer;Rhonda M.	Overtime	100.00	9.00	900.00
				18.50	1,705.00
8/17/2013					
	Roberts; Gary L.	Not used	0.00	0.00	38.12
	Palmer;Rhonda M.	Not used	0.00	0.00	1,274.13
	Currie; Bronwyn	Not used	0.00	0.00	97.41
S1201 Laborer Group 1	Currie; Bronwyn	Regular	80.00	1.50	120.00
				1.50	1,529.66
8/18/2013					
S1202 Laborer Group 2	Palmer;Rhonda M.	Overtime	100.00	1.00	100.00
				1.00	100.00
8/19/2013					
A2103 Tractor & Lowboy Dr	Roberts; Gary L.	Regular	85.00	1.25	106.25
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	1.00	80.00
				2.25	186.25
8/21/2013					
S1201 Laborer Group 1	Jensen; Corina Rabecca	Regular	80.00	8.00	640.00
	Jensen; Corina Rabecca	Overtime	100.00	4.00	400.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	3.50	280.00

				15.50	1,320.00
8/22/2013					
A1601 OE Group 1	Catt;Samuel A	Regular	90.00	1.00	90.00
	Catt;Samuel A	Overtime	115.00	1.50	172.50
A1602 OE Group 1A-New	Hartt; Mathew P	Regular	90.00	1.00	90.00
	Hartt; Mathew P	Overtime	120.00	2.00	240.00
S1201 Laborer Group 1	Zill; Jason A.	Regular	80.00	1.00	80.00
	Jensen; Corina Rabecca	Regular	80.00	8.00	640.00
	Zill; Jason A.	Overtime	100.00	2.00	200.00
	Jensen; Corina Rabecca	Overtime	100.00	3.50	350.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Overtime	100.00	1.50	150.00
S1206 Laborer Group 3B	Blair; Darrell R.	Regular	80.00	1.00	80.00
	Blair; Darrell R.	Overtime	100.00	2.00	200.00
				24.50	2,292.50
8/23/2013					
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	8.00	640.00
	Palmer;Rhonda M.	Overtime	100.00	4.50	450.00
S1206 Laborer Group 3B	Blair; Darrell R.	Overtime	100.00	1.50	150.00
				14.00	1,240.00
8/24/2013					
	Blair; Darrell R.	Not used	0.00	0.00	128.27
	Roberts; Gary L.	Not used	0.00	0.00	29.27
	Palmer;Rhonda M.	Not used	0.00	0.00	763.67
	Catt;Samuel A	Not used	0.00	0.00	69.00
	Zill; Jason A.	Not used	0.00	0.00	86.65
	Jensen; Corina Rabecca	Not used	0.00	0.00	746.11
	Hartt; Mathew P	Not used	0.00	0.00	91.95
S1201 Laborer Group 1	Jensen; Corina Rabecca	Regular	80.00	3.00	240.00
S1202 Laborer Group 2	Palmer;Rhonda M.	Regular	80.00	0.50	40.00
	Palmer;Rhonda M.	Overtime	100.00	6.50	650.00
				10.00	2,844.92
8/25/2013					
S1202 Laborer Group 2	Palmer;Rhonda M.	Overtime	100.00	3.50	350.00
				3.50	350.00
8/28/2013					
A1601 OE Group 1	Catt;Samuel A	Regular	90.00	3.00	270.00
A1602 OE Group 1A-New	Hartt; Mathew P	Regular	90.00	5.00	450.00
	Hartt; Mathew P	Overtime	120.00	2.00	240.00
S1206 Laborer Group 3B	Blair; Darrell R.	Regular	80.00	5.00	400.00
				15.00	1,360.00
8/31/2013					
	Blair; Darrell R.	Not used	0.00	0.00	138.45
	Palmer;Rhonda M.	Not used	0.00	0.00	104.24
	Catt;Samuel A	Not used	0.00	0.00	81.11
	Hartt; Mathew P	Not used	0.00	0.00	206.77
				0.00	530.57
9/11/2013					
A1602 OE Group 1A-New	Hartt; Mathew P	Regular	90.00	8.00	720.00
	Hartt; Mathew P	Overtime	120.00	2.00	240.00
S1201 Laborer Group 1	Zill; Jason A.	Regular	80.00	8.00	640.00
	Zill; Jason A.	Overtime	100.00	4.00	400.00
S1206 Laborer Group 3B	Blair; Darrell R.	Regular	80.00	8.00	640.00
	Blair; Darrell R.	Overtime	100.00	2.00	200.00
				32.00	2,840.00
9/14/2013					
	Blair; Darrell R.	Not used	0.00	0.00	279.99

Zill; Jason A.	Not used	0.00	0.00	321.47
Spalinger; Jacob Alan	Not used	0.00	0.00	13.85
Hartt; Mathew P	Not used	0.00	0.00	290.90
			<u>0.00</u>	<u>906.21</u>

Labor sub-total			247.50	30,146.66
Labor and Burden sub-total				30,146.66

Material

<u>Vendor</u>	<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
Brechan Enterprises	7/31/13		JOB COST CEMENT	12.00	259.00	3,108.00
Brechan Enterprises	8/31/13		JOB COST SAND	14.11	22.25	313.95

Material sub-total				3,421.95
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Equipment

	<u>Qty</u>		<u>Rate</u>	<u>Amount</u>
08/02/2013				
1125 2007 GMC 177071	2.50	Hours	35.00	87.50
	<u>2.50</u>			<u>87.50</u>
08/03/2013				
1367 Komatsu 200-8	5.50	Hours	145.00	797.50
3175 2006 KW Dump 38200	5.00	Hours	85.00	425.00
3176 2006 KW Dump 38201	8.00	Hours	85.00	680.00
3185 2007 KW T800 Dumptruck	5.25	Hours	85.00	446.25
3186 2006 KENWORTH T800	6.50	Hours	85.00	552.50
3188 2006 KENWORTH T800	4.50	Hours	85.00	382.50
3189 2009 Kenworth Dumptruck	4.00	Hours	85.00	340.00
3342 2008 WA320-6 LOADER	7.00	Hours	165.00	1,155.00
4177 2006 KW Tractor 156641	3.00	Hours	95.00	285.00
5383 16G Grader	2.00	Hours	115.00	230.00
7201 Old Tilt Deck	3.00	Hours	25.30	75.90
7261 2005 Load King Lowboy	3.00	Hours	150.00	450.00
	<u>56.75</u>			<u>5,819.65</u>
08/04/2013				
1101 2002 Ford F250 A30307	1.00	Hours	35.00	35.00
	<u>1.00</u>			<u>35.00</u>
08/05/2013				
1101 2002 Ford F250 A30307	2.50	Hours	35.00	87.50
	<u>2.50</u>			<u>87.50</u>
08/06/2013				
1101 2002 Ford F250 A30307	4.50	Hours	35.00	157.50
	<u>4.50</u>			<u>157.50</u>
08/09/2013				
1367 Komatsu 200-8	1.50	Hours	145.00	217.50
	<u>1.50</u>			<u>217.50</u>
08/10/2013				
1101 2002 Ford F250 A30307	2.50	Hours	35.00	87.50
	<u>2.50</u>			<u>87.50</u>
08/15/2013				
1101 2002 Ford F250 A30307	2.50	Hours	35.00	87.50
	<u>2.50</u>			<u>87.50</u>



**Change Request 6 A Price Breakdown
Continuation Sheet**

Description: Adt'l Work Approved by COK

Description	Labor	Material	Equipment	Subcontract	Other	Price
Curb & Gutter				\$4,392.00		\$4,392.00
Storm Pipe Installation				\$4,550.00		\$4,550.00
Surveying & Engineering				\$2,000.00		\$2,000.00
Concrete				\$16,128.00		\$16,128.00
Storm Pipe Installation				\$32,172.00		\$32,172.00
Mob-Demob				\$7,170.50		\$7,170.50
					Subtotal:	\$66,412.50
					Total:	\$66,412.50

08/16/2013			
1101 2002 Ford F250 A30307	2.50	Hours	35.00 87.50
3187 2006 KENWORTH T800	1.50	Hours	85.00 127.50
	<u>4.00</u>		<u>215.00</u>
08/19/2013			
3187 2006 KENWORTH T800	1.25	Hours	85.00 106.25
	<u>1.25</u>		<u>106.25</u>
08/22/2013			
4361 Case 590 M Backhoe	3.00	Hours	45.00 135.00
	<u>3.00</u>		<u>135.00</u>
08/28/2013			
1371 2009 ECR 88 Volvo Excavator	7.00	Hours	130.00 910.00
4361 Case 590 M Backhoe	6.00	Hours	45.00 270.00
	<u>13.00</u>		<u>1,180.00</u>
09/01/2013			
Generator Rentals	5.00	Weeks	2,530.00 9,650.00
Forklift Rentals	5.00	Weeks	3,040.00 15,200.00
Trailer Rentals	4.00	Weeks	230.00 930.00
Man Basket Rentals	5.00	Weeks	75.00 375.00
Scaffolding Rentals	5.00	Weeks	100.00 500.00
	<u>24.00</u>		<u>26,645.00</u>
09/10/2013			
1127 2003 GMC Pickup 11221	2.50	Hours	35.00 87.50
	<u>2.50</u>		<u>87.50</u>
09/11/2013			
1363 Terex HR32 Schaeff	10.00	Hours	130.00 1,300.00
3342 2008 WA320-6 LOADER	4.00	Hours	165.00 660.00
7432 IR DD30	1.00	Hours	34.50 34.50
	<u>15.00</u>		<u>1,994.50</u>
Equipment sub-total	136.50		36,942.90

Invoice Sub-total 70,511.51

0.00

Amount due this Invoice \$70,511.51

Billed to date: 70,511.51
 Paid to date: 0.00
 Retainage
 Total amount due: 70,511.51

Brechan Enterprises, Inc.

2705 Mill Bay Road
Kodiak, AK 99615
(907)486-3215



City of Kodiak
P.O. BOX 1397
KODIAK, AK 99615

CONTRACT ID: 02-2012109
Shelikof Street Ped. Improv
LOCATION:

INVOICE ID: 403073372
DRAW ID: 198
DATE: September 27, 2013
CUSTOMER ID: CITKODIA
PO #:

Labor and Burden

	<u>Employee</u>	<u>Pay ID</u>	<u>Rate</u>	<u>Qty</u>	<u>Amount</u>
<u>Labor</u>					
6/30/2013	June Traffic Control	Not used	0.00	1.00	21,543.40
				<u>1.00</u>	<u>21,543.40</u>
7/31/2013	July Traffic Control	Not used	0.00	1.00	19,473.90
				<u>1.00</u>	<u>19,473.90</u>
8/31/2013	August Traffic Control	Not used	0.00	1.00	41,988.30
				<u>1.00</u>	<u>41,988.30</u>
9/25/2013	September Traffic Control	Not used	0.00	1.00	17,694.30
				<u>1.00</u>	<u>17,694.30</u>
	Labor sub-total			4.00	100,699.90
	Labor and Burden sub-total				100,699.90

Invoice Sub-total 100,699.90

0.00

Amount due this Invoice

\$100,699.90



Brechan Enterprises, Inc.

2705 Mill Bay Road
Kodiak, AK 99615
Ph : (907)486-3215

**Change Request 7 Price Breakdown
Continuation Sheet**

Description: Steel Retaining Wall & Wooden Stair Landing

Description	Labor	Material	Equipment	Subcontract	Other	Price
Structural Steel				\$3,500.00		\$3,500.00
Decks & Porches				\$4,500.00		\$4,500.00
					Subtotal:	\$8,000.00
					Total:	\$8,000.00

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Thru: Mark Kozak, Public Works Director

Date: December 12, 2013

Agenda Item: V. i. **Authorization of Purchase of Replacement Chlorine Storage Tanks, Project No. 7030/11-08**

SUMMARY: The City's water treatment process uses a chlorine solution that is generated on site. This product is stored for use in a chlorine storage tank. The existing 3,000 gallon fiberglass storage tank is deteriorating and must be replaced. Public Works and Utilities looked at several options and are recommending the replacement of the existing tank with two smaller polyethylene tanks that will allow the same storage capacity. Whitney Equipment Company provided a quote for two 1,500 gallon tanks and fittings that will fit within the existing limited space. Staff recommends approval of a not to exceed amount with Whitney Equipment Company in the amount of \$45,000.

PREVIOUS COUNCIL ACTION: Council approved the funding for the replacement of this tank in the FY 2012 budget.

DISCUSSION: The tank in use at the City's water treatment plant has been in place since 1994 and was originally part of a scrubber system for chlorine gas. When the City went to on-site chlorine generation in 1999, this system was adapted for use of the chlorine solution. The tank has begun to deteriorate and is in need of replacement as it is deteriorating from the inside. Screens within the system have shown material from the tank beginning to deteriorate. Further investigation showed the interior of the 19-year old fiberglass tank is starting to delaminate.

The building was built around the existing storage tank so in order to remove and replace the tank one side of the building must be opened up. Public Works intends to do this in such a manner that in the future it will be a lot easier. Another important aspect of this tank replacement is to maintain continuous chlorination. This requires the City to create a temporary chlorination storage tank and system for the installation period regardless of the replacement method selected.

Public Works and Utilities looked at several options for replacement. The first was a coating liner. This had the benefit of not having to create a large opening in the building. The major problem with this option is the uncertainty of the structural integrity of the existing tank and how long it would be out of service.

Staff investigated a bladder liner system that CH2MHill was familiar with. The supplier was contacted, but did not respond to the request for an installed quote. This bladder system would rely on the structural strength of the tank as well.

CH2MHill provided information on Whitney Equipment Company. On August 19 and 20, they had a company technician here in Kodiak and did a site inspection of the facility. They provided staff with a quote in late September. The quote includes the two tanks, equipment and engineering support. A benefit of the Whitney Equipment involvement is that they are the supplier of the City's Chlorotec system. A critical part of the Chlorotec and storage tank is proper ventilation of hydrogen gas generated during production of the chlorine solution. Whitney is extremely familiar with this critical safety requirement and understands that tank ventilation may be required.

With the limited space available staff determined two 1,500 gallon storage tanks can fit in the same location as the existing 3,000 gallon tank. This option provides for redundancy in the City's treatment system. In addition, by using the two tanks one of them can be installed in an adjacent room and will be used as a temporary storage tank for continual chlorination while the existing system is being removed and the other tank is installed. Once the first tank is installed and fully operational the temporary operating system will be disassembled and installed permanently in the final location.

Public Works intends to do most of this work in-house, with some professional assistance with electrical work and/or engineering. The quote provided by Whitney includes two days for one of their technicians to be here onsite.

City Engineer Glenn Melvin will assist the Department with technical building support as well as any additional building needs.

ALTERNATIVES: There are several alternatives for Council to consider.

- 1) Replace the existing fiberglass storage tank with two smaller polyethylene tanks and schedule 80 pvc plumbing. This is the preferred solution because of the benefit of having two tanks rather than a single tank and is staff's recommendation.
- 2) Continue to pursue a liner option. This would reduce the impact of having to open the building up but has a much shorter life and relies on the existing tank for its structural integrity. Staff does not believe this is the better solution in the long run and does not recommend this option.
- 3) Coat the interior of the existing tank. This is an option, but is not recommended because of serious concern about the structural strength of the existing fiberglass tank.
- 4) Not replacing or reconditioning the tank. This is not a viable option. This is a critical component of the water treatment system and must be upgraded.

FINANCIAL IMPLICATIONS: The Chlorine Tank Replacement project has a current balance of \$119,824. The Whitney tank replacement award is \$45,000. There are adequate funds in the budget to

cover the cost of this purchase. There will be additional expenses for building materials, plumbing, electrical, and establishment of a temporary system as the installation is implemented. Most of the work will be done in-house, but staff will hire professional services such as electricians as needed.

The completed project will replace the existing storage tank and plumbing and will have minimal impact to operations cost.

LEGAL: The City is required to comply with federal and state laws and regulations that apply to the City's water system and cannot risk component failures.

STAFF RECOMMENDATION: Staff recommends Council authorize the purchase of the replacement chlorine storage tanks per the Whitney Equipment Company quote in an amount not-to-exceed \$45,000 with funds coming from the Water Capital Improvement Fund, Project No. 7030/11-08.

CITY MANAGER'S COMMENTS: I support the staff recommendation to move forward with this purchase. We do not have flexibility in the maintenance or replacement of our regulated water system. The existing chlorine storage tank is in critical need of replacement, and staff did their research on options available. Therefore, I ask Council to authorize this purchase.

ATTACHMENT:

Attachment A: Whitney Equipment Company proposal

PROPOSED MOTION:

Move to authorize the purchase of the replacement chlorine storage tanks Project No. 7030/11-08 and the Whitney Equipment Company quote in an amount not to exceed \$45,000, with funds coming from the Water Capital Improvement Fund, Project No. 7030/11-08 and authorize the City Manager to execute the documents for the City.



Seattle Area
21222 30th Dr. SE #110
Bothell, WA 98021
425-486-9499

Portland Area
7017 NE Hwy. 99 #118
Vancouver, WA 98665
360-694-9175



To: Hap Heiberg
Project: Kodiak WTP
Quote Number: 19179
Date: 9/25/2013

Thank you for the business opportunity. We are excited to serve you. Our proposal follows:

Tank System:		1550 Vertical Tanks
Consisting of:		
Sodium Hypochlorite Storage	2	1550 Gal Vertical 1.35 Specific Gravity Crosslinked Polyethylene Black with NSF Certification
Lid/Manway	2	Cap 17" Buttress Thread Black Pe
Fill	2	1" PVC Bulkhead Fitting W/Epdm Gasket
Spare	2	1" PVC Bulkhead W/Epdm Gasket
Pump Suction	2	B.O.S.S. Fitting 1" Assembly Pe/Pvc/Titan/Epdm
Overflow	2	2" PVC Bulkhead Fitting W/Epdm Gasket
Vent	2	U-Vent 3" PVC
Reverse Float Level Gauge	2	Level Gage Large Fit Type Pvc
Restraint System	2	IBC-2009 Seismic Restraints
System Subtotal:		\$18,339.00
Estimated Freight to Kodiak, AK:		\$8,750.00
Estimated Freight to Seattle, WA:		\$2,214.00 (800 lbs. shipping weight)
Service assistance	1	\$3000 per trip (2 days on-site)
Lot of misc. fittings and temporary tubing	1	\$1500

\$33,803.00

Whitney Equipment offers Poly Processing Company's reliable, robust tank systems for safe storage of harsh chemicals. Our product line of cross-linked polyethylene storage tanks offers a margin of safety that meets or exceeds ASTM D 1998 standards.

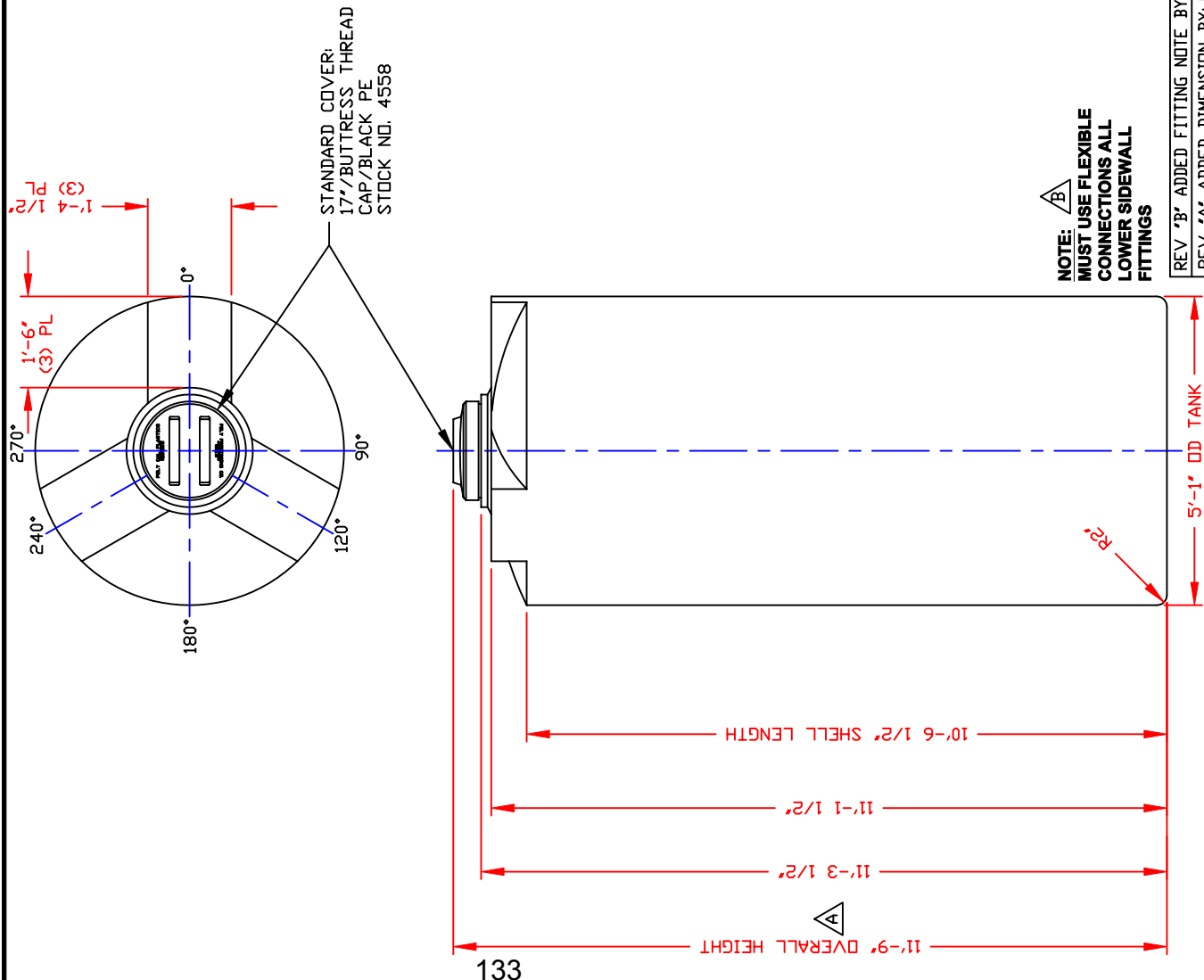
I will be contacting you soon to discuss this project and answer any questions you may have. Thank you for the opportunity.

Lead-time is 15 working days or less upon receipt of an approved PO and signed approval drawing.

All sales are according to Poly Processing's Terms and Conditions, available upon request and at <http://www.polyprocessing.com/technical-resources/poly-processing-companys-terms-conditions/>

Warm regards,
Dana Wehrman
dwehrman@weci.com
425-486-9499

CC: Account Manager, Jason Morse jmorse@weci.com 503-310-9893



NOTES:
 1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.
 2. DIMENSIONS WILL VARY ±3% DUE TO VARIATIONS IN MULTIPLE
 3. MOLDS & CONDITIONS PREVALENT DURING MANUFACTURE & USAGE.
 3. MOLDED IN GALLONAGE MARKERS @ 0° IN 100 GAL INCREMENTS
 STARTING @ 100 GAL UP TO 1400 GAL. AVOID WHEN PLACING
 FITTINGS.

CALCULATED CAPACITIES/ VOLUME IN U.S. GALLONS		
DESIGN CAP	DOME VOL	TOTAL VOL
1568	45	1613

CONFIDENTIAL PROPERTY OF
 POLY PROCESSING COMPANY
 NOT FOR REPRINT OR USE
 WITHOUT PERMISSION

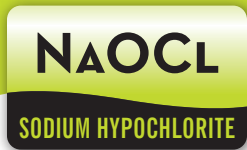
DWG TITLE		1550 GALLON UPRIGHT TANK	
SCALE:	1/2"=1'-0"	DR:	MB WILKERSON
DATE:	2/29/00	CK:	D. RECTOR
SHEET		COMPUTER FILE	REV
1	DF 1	11001550	B

NOTE:
 MUST USE FLEXIBLE
 CONNECTIONS ALL
 LOWER SIDEWALL
 FITTINGS

REV 'B' ADDED FITTING NOTE BY:JB 3/19/03 CK:MBW
 REV 'A' ADDED DIMENSION BY:JB 10/17/02 CK:MBW

SODIUM HYPOCHLORITE.

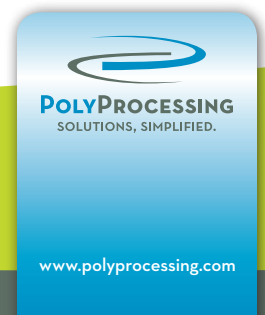
An aggressive oxidizer that presents a major storage challenge.



Commonly known as bleach, sodium hypochlorite is used in a variety of applications, particularly for the disinfection of drinking water and wastewater. When it comes to storage of this chemical, three factors must be considered:

- UV can degrade sodium hypochlorite, so special precautions must be taken to reduce this effect.
- Sodium hypochlorite typically contains transition metals such as nickel, iron and copper, which can buildup in a storage tank creating off-gassing.
- “Hypo” is a potent oxidizer, so all materials in the chemical’s storage tank must be up to the task.

By addressing all three of these issues, this caustic chemical can be contained in a more secure and effective manner, with a tank system that meets NSF/ANSI Standard 61 for chemical storage.





NaOCl
SODIUM-HYPOCHLORITE

The Poly Processing Hypo System

Poly Processing's Sodium Hypochlorite Storage Systems are specifically designed for containment of this challenging chemical. By using carbon black, white or gray compound XLPE resin, **UV degradation of the chemical can be dramatically reduced.** Mastic coatings and insulation are other ways to reduce UV's effect on the chemical.

To **prevent the potential buildup of transition metals in the tank**, Poly has developed the IMFO® system. This special design allows for full drainage of the tank, which can greatly increase the half-life of the chemical*.

* Natural tanks are available for indoor use.

Poly's OR-1000™ system is another key component of the Hypo System. OR-1000™ is the result of our exclusive rotomolding process, which creates a seamless bond between an inner surface of medium-density polyethylene and an outer surface of high-density crosslinked polyethylene. OR-1000™ allows **four times the antioxidant strength** of a normal polyethylene. In any application where OR-1000™ is used, all wetted surfaces - including covering the face of the IMFO® drain - are completely covered by the material, eliminating any opportunity for a chemical attack on the structural portion of the tank.

CHEMICAL	RESIN TYPE	SPECIFIC GRAVITY RATING	FITTING MATERIAL	GASKET MATERIAL	BOLT MATERIAL
Sodium Hypochlorite 9%-15%	XLPE with OR-1000™	1.9	PVC	EPDM/Viton®	Titanium
Sodium Hypochlorite 2%-9%	XLPE with OR-1000™	1.9	PVC	EPDM/Viton®	Titanium
Sodium Hypochlorite < 1%	XLPE	1.35-1.9	PVC	EPDM/Viton®	Titanium

» See our website for a complete Chemical Resistance Chart.

NOTE: To meet NSF-61 certification, use EPDM or Viton® GF.

Tank Specifications

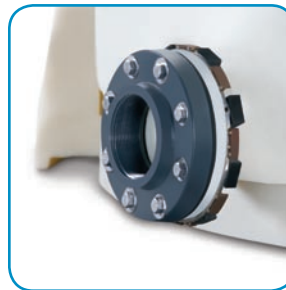


- **High-density crosslinked polyethylene (XLPE)** outer surface ensures maximum corrosion protection through molecular bonding.
- **OR-1000™** molecularly bonds XLPE with an antioxidant inner surface that resists the heavily oxidizing nature of sodium hypochlorite.
- **Integrally Molded Flanged Outlet (IMFO®)** constructed as part of tank ensures complete drainage. Non-IMFO® options also available
- **UV protection** for the chemical is achieved by using compounded black, white or gray resin or insulation coating to help maximize the half-life of the chemical for outdoor applications.

Recommended System Components



Secondary containment: Recommended.
Alternative: PPC secondary containment basin of XLPE, or SAFE-Tank® if concrete containment is not available.



Fittings: IMFO® to prevent transition metal buildup

NOTE: Do NOT use stainless steel or Alloy C-276 due to nickel content reaction.



Plumbing: Requires flexible, Hypo-resistant connections [see pages 54-55] to allow for lateral and vertical tank contraction and expansion, and to reduce vibration stress



Venting: SAFE-Surge® manway cover is recommended on pneumatically loaded systems to support tank longevity.

The above components are just a few of the many options offered by Poly Processing. See our website or talk to your Poly Processing representative to find out more.



CAUTION! The life of a Sodium Hypochlorite Storage System is greatly affected by the quality of the chemical itself. Tank owners are cautioned to use high-quality sodium hypo with low iron, nickel and copper content, to avoid decomposition of the chemical and acceleration of the oxidization and degradation of the tank.

TECHNICAL OVERVIEW: Sodium Hypochlorite Storage Tanks.

TANK

IMFO® Vertical Flat Bottom of XLPE with OR-1000™:

- 1,000–13,650 gallons
- 1.9 spg rating

NOTE: 230–1,000 gallons do not require OR-1000™.

Non-IMFO® alternative*:

Standard Vertical Flat Bottom XLPE with OR-1000™:

- 1,000–13,650 gallons
- 1.9 spg rating

NOTE: 30–1,000 gallons do not require OR-1000™.

*Three-year warranty offered on Non-IMFO® alternatives.

SAFE-Tank® XLPE:

- 1,500–8,700 gallons
- 1.9 spg rating for primary tank with OR-1000™
- Spg ratings for secondary tanks \geq 3,000 gallons may be equal to or 1 less spg than primary tank.
- All other tank sizes must equal primary tank spg rating.

NOTE: 55–1,000 gallons do not require OR-1000™.

Black, white or gray color or insulation with mastic coating required in outdoor applications to minimize bleach degradation and maximize chemical half-life.

SECONDARY CONTAINMENT

Recommend **SAFE-Tank®** secondary XLPE as shown above.

Non-SAFE-Tank® Alternatives:

- PPC secondary containment basin
- Other secondary containment suitable for sodium hypochlorite, of adequate size for use

FITTINGS

Sidewall: Recommend 3" maximum B.O.S.S.® fitting

Dome: No restrictions

PLUMBING TO THE TANK

- Required use of **flexible connections** with fittings on lower third of sidewall
 - » Allows for lateral and vertical expansion and contraction of the tank
 - » Reduces pump and piping vibration stress on the tank
- Expansion joints must meet the following minimum requirements:
 - » Axial Compression \geq 1.5"
 - » Axial Extension \geq 0.625"
 - » Lateral Deflection \geq 0.750"
 - » Angular Deflection \geq 14°
 - » Torsional Rotation \geq 4°

VENTING

Please refer to the venting chart on www.polyprocessing.com/pdf/technical/Venting.pdf

FOUNDATION AND RESTRAINTS

- PPC IMFO® tank pad or smooth concrete, asphalt or steel foundation designed to accommodate IMFO®, SAFE-Tank® or vertical tank
- No restraint or ladder attachment bands circumscribing the tank are allowed. Cable restraint systems must pass cables over the top of the tank.

TEMPERATURE

Product should not exceed 100°F at delivery or during storage to reduce the decomposition of the chemical and maintain ASTM D1998 design parameters.

LID

SAFE-Surge® manway cover for pneumatically loaded tanks; bolted manway cover for all other applications

OPTIONS

Restraint systems for wind and seismic, level gauges, ladders, heating pads, insulation, fume-tight manway cover, NSF-61 certification and engineering stamp

CALIFORNIA

8055 S. Ash St.
French Camp, CA 95231
Tel: 877.325.3142

LOUISIANA

P. O. Box 4150
2201 Old Sterlington Rd.
Monroe, LA 71203
Tel: 866.590.6845

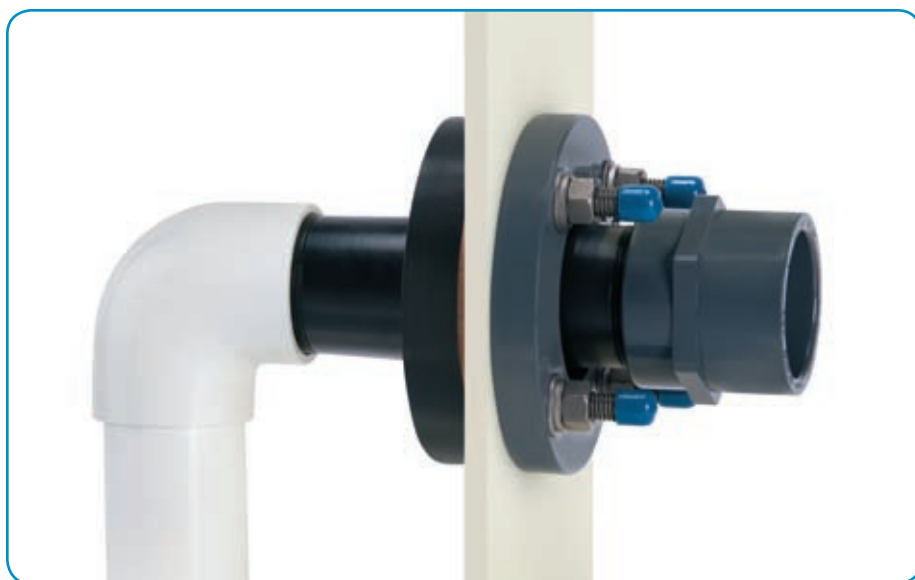
VIRGINIA

161 McGhee Rd.
Winchester, VA 22603
Tel: 866.590.6845

sales@polyprocessing.com

POLY PROCESSING INTRODUCES THE B.O.S.S.™ FITTING:

With a Bolted, One-Piece, Sure-Seal Design for Superior Leak Protection.



Bolts: 316 stainless steel, titanium and C-276

Body: Polyethylene

Connections: socketed

Size: 1, 2 and 3-in.

Gaskets: EPDM, Viton®, Viton® GF

Options: flange adapter, siphon leg



After extensive development and testing, chemical tank manufacturer Poly Processing introduces the official release of the B.O.S.S.™, a new, simplified fitting that offers a superior margin of safety in design. With its streamlined one-piece structure, the B.O.S.S.™ (bolted one-piece sure seal) **reduces seal points to a single gasket.**

This breakthrough product has undergone third-party engineering validation for its structural and mechanical properties. Its features include:

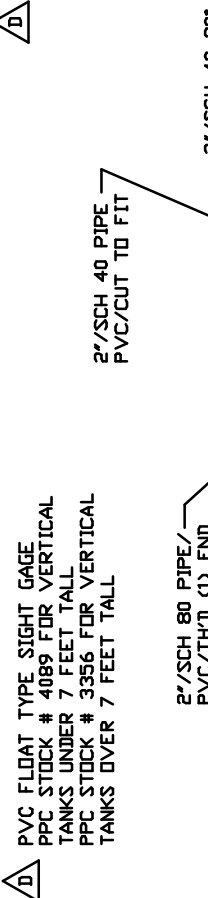
- An innovative back-ring design that reduces stress on the fitting, making it three times stronger than its plastic counterparts.
- Easy maintenance and troubleshooting, since the pipe connection is extended beyond the sidewall of the tank.
- Easy installation, since the fitting comes fully assembled and pressure tested.

To find out more about the B.O.S.S.™ or any of a number of other innovations in chemical storage, visit our website, or contact Poly Processing at 800.523.9871 (Louisiana) or 877.325.3142 (California).


POLYPROCESSING
SOLUTIONS, SIMPLIFIED.

www.polyprocessing.com

PIPE SUPPORT PPC STOCK NDS	
BOLT TYPE	EXTERIOR/INTERIOR
316SS	3198
ALLOY 400	3201
TITANIUM	3204
ALLOY C-276	3207
GASKET PPC STOCK NOS.	
EPDM X/LE	BUNA N/TON
3209	12751
2752	2759
2766	



PVC FLOAT TYPE SIGHT GAGE
 PPC STOCK # 4089 FOR VERTICAL TANKS UNDER 7 FEET TALL
 PPC STOCK # 3356 FOR VERTICAL TANKS OVER 7 FEET TALL

NOTE: DO NOT MAKE ANY PERMANENT CONNECTIONS ON PIPE FITTINGS UNLESS SPECIFIED ON DRAWING

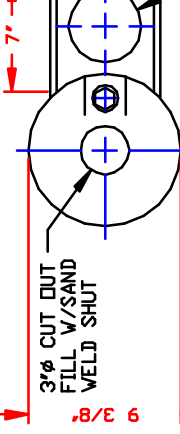
*OPTIONAL INTERNAL PIPING NOT AVAILABLE ON TANKS WITH LESS THAN 19" MANWAYS. OPTIONAL INTERNAL PIPING MAY BE OMITTED BY CUSTOMER ON ANY TANK.

PROMIO TANK PIPE SUPPORT SEE DETAIL

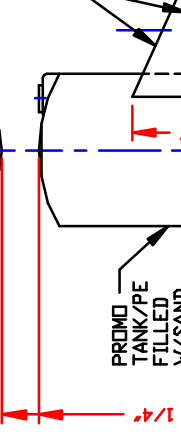
REQ'D FOR PIPING INSIDE SAFE-TANK ASSEMBLIES MAY BE USED ON ANY TANK AS REQ'D BY CUSTOMER

SCALE: 3/4"=1'-0"
 LEAVE 1/4"-1/2" PLAY

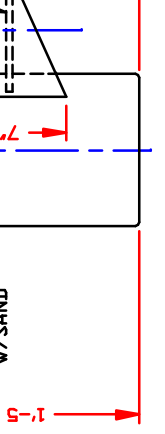
PIPE SUPPORT SCALE: 1 1/2"=1'-0"



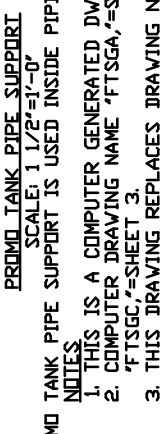
PPC STOCK # 99999998 FOR PROMIO TANK PIPE SUPPORT ASSEMBLY



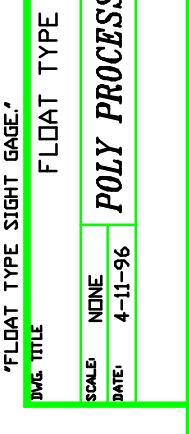
SCALE: 1 1/2"=1'-0"



SCALE: 1 1/2"=1'-0"



SCALE: 1 1/2"=1'-0"



SCALE: 1 1/2"=1'-0"

SCALE: 3/4"=1'-0"
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1/8" THK X 2" FB/304SS 'J' BRACKET TO HAVE (2) 4" LG. LEG & (1) 2" LG. LEG 2" LG. LEG TO HAVE 17/32" Ø HOLE

HOSE CLAMP/SS (2) REQ'D.

1/2-13 STUD/316SS W/LOCK, WASHER & (3) NUTS W/PE ENCAPSULATED HEAD W/(2) GASKET/EPDM W/PE WASHER

1/2" THK X 9" X 7" BLACK PE PLATE W/ 4 1/2" Ø HOLE

1/2" THK X 2" FB/304SS 'J' BRACKET TO HAVE (2) 4" LG. LEG & (1) 2" LG. LEG 2" LG. LEG TO HAVE 17/32" Ø HOLE

PPC STOCK # 99999998 FOR PROMIO TANK PIPE SUPPORT ASSEMBLY

3" Ø CUT OUT FILL W/SAND WELD SHUT

4 1/2" Ø HOLE

3/8" THK. PLATE/PE

PROMIO TANK PIPE SUPPORT SCALE: 1 1/2"=1'-0"

WHEN PROMIO TANK PIPE SUPPORT IS USED INSIDE PIPING WILL BE SHIPPED LOOSE.

NOTES:
 1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.
 2. COMPUTER DRAWING NAME 'FTSGA'=-SHEET 1, 'FTSGB'=-SHEET 2, 'FTSGC'=-SHEET 3.
 3. THIS DRAWING REPLACES DRAWING NO. PPC071585-1, TITLE, 'FLOAT TYPE SIGHT GAGE.'

DWG. TITLE

FLOAT TYPE SIGHT GAGE

SCALE: NONE

DATE: 4-11-96

DR. D. RECTOR

POLY PROCESSING CO. (CK. E.T./W.T.)

SHEET: 1 OF 3

DWG. NO. 3PPC041196-1 D

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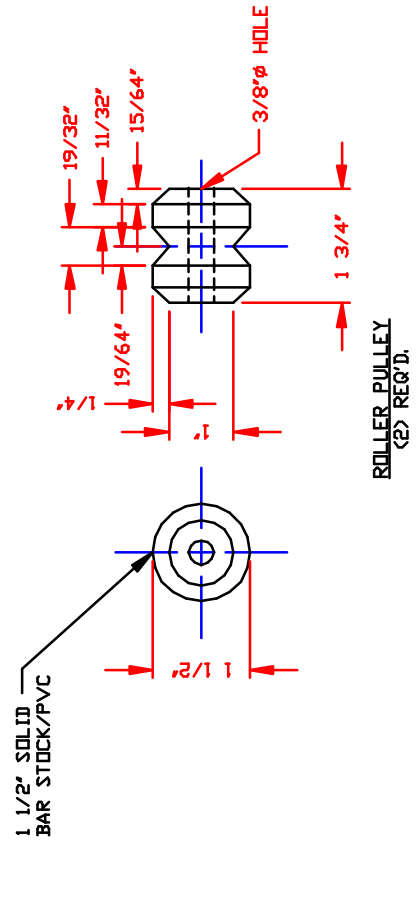
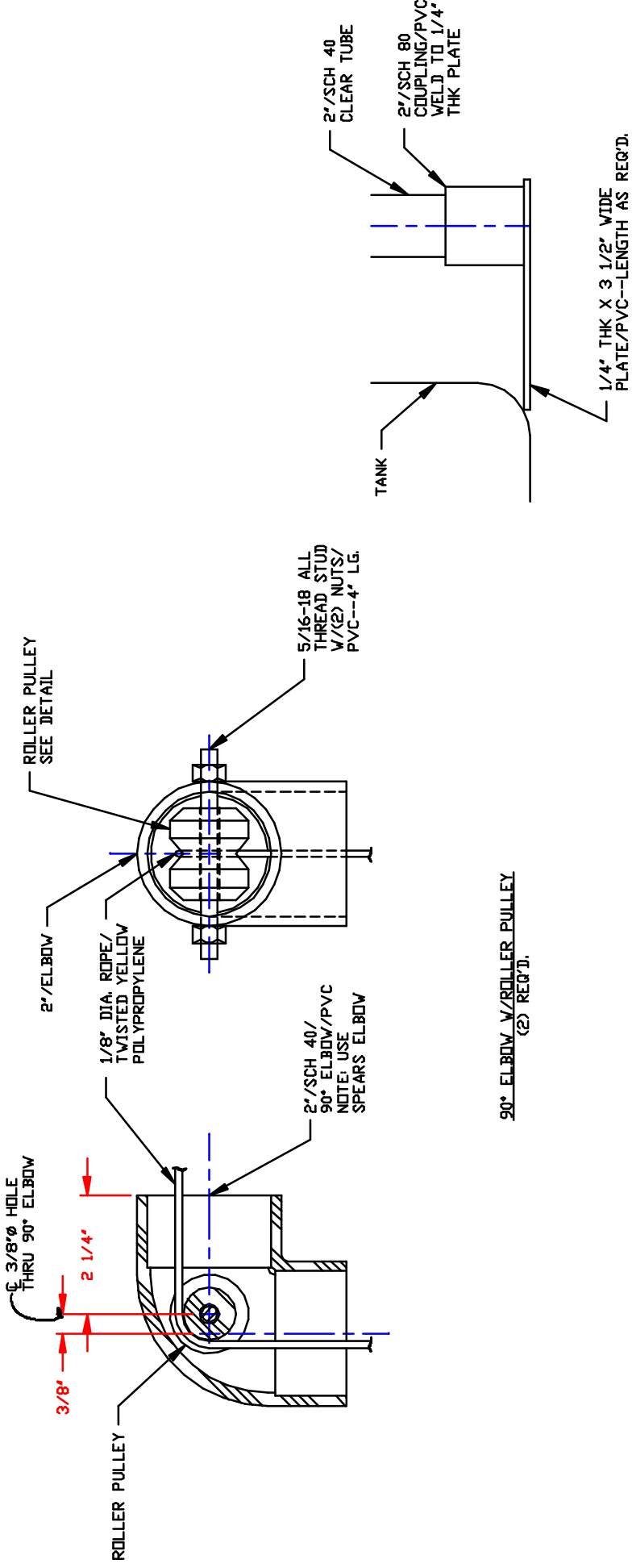
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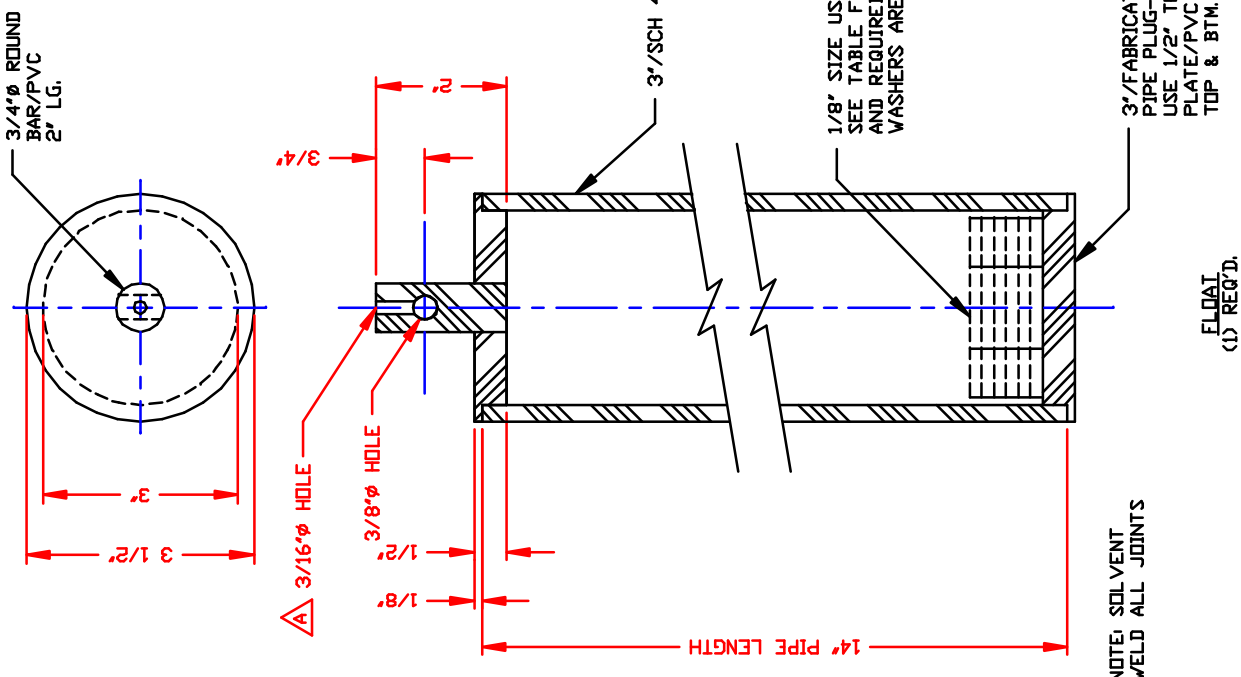
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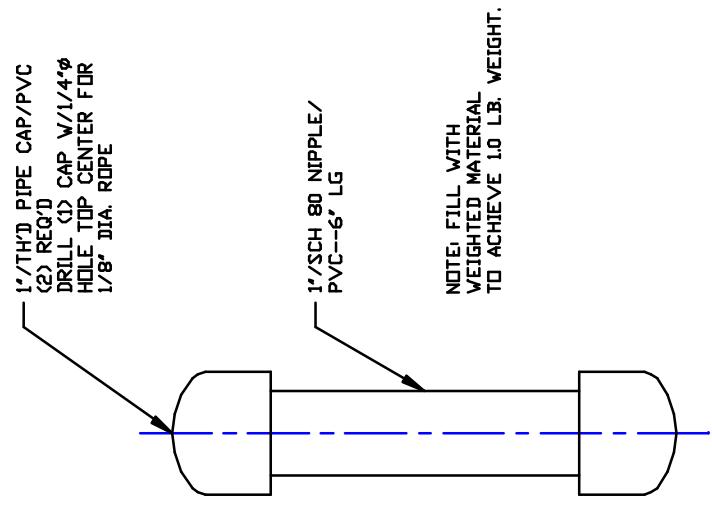
OPTIONAL COUPLING & PLATE DETAIL
SCALE: 3" = 1'-0"

- NOTES**
1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.
 2. COMPUTER DRAWING NAME 'FTSGA,'=SHEET 1, 'FTSGB,'=SHEET 2, 'FTSGC,'=SHEET 3
 3. THIS DRAWING REPLACES DRAWING NO. PPC071585-1, TITLE, 'FLOAT TYPE SIGHT GAGE.'

DWG. TITLE		FLOAT TYPE SIGHT GAGE	
SCALE: 6"=1'-0"	DR. D. RECTOR		
DATE: 4-11-96	CHK. E.T./M.T.		
	DWG. NO.		
	SHEET:	2 OF 3	
	REV:	PPC041196-1 D	



FLUID S.G. / RANGE	WASHER QTY.	FLOAT WEIGHT LB.	OZ.
S.G. = 1.0	6	3	5.33
1.0 < S.G. <= 1.1	7	3	8.85
1.1 < S.G. <= 1.2	8	3	12.37
1.2 < S.G. <= 1.4	10	4	3.41
1.4 < S.G. <= 1.9	15	5	5.01



LEVEL INDICATOR
(1) REQ'D

- NOTES:**
1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.
 2. COMPUTER DRAWING NAME 'FTSGA,'=SHEET 1, 'FTSGB,'=SHEET 2, 'FTSGC,'=SHEET 3
 3. THIS DRAWING REPLACES DRAWING NO. PPC071585-1, TITLE, 'FLOAT TYPE SIGHT GAGE.'

REV. 'D' PPC STOCK NOS. ADDED (3) PL SHT 1 BY:D.R. 7-29-98 CK:W.T.
 REV. 'C' PROMO TANK PIPE SUPPT JIL 3/8" THK PLATE BRACKET REV & REDRAWN BY:D.R. 7-29-98 CK:W.T.
 REV. 'B' REVISED AND REDRAWN BY:K.K. 9-26-97 CK:D.R./W.T.
 REV. 'A' 3/16" HOLE ADDED TO FLOAT BY:D.R. 9-10-96 CK:E.T./W.T.

DWG. TITLE: **FLOAT TYPE SIGHT GAGE**

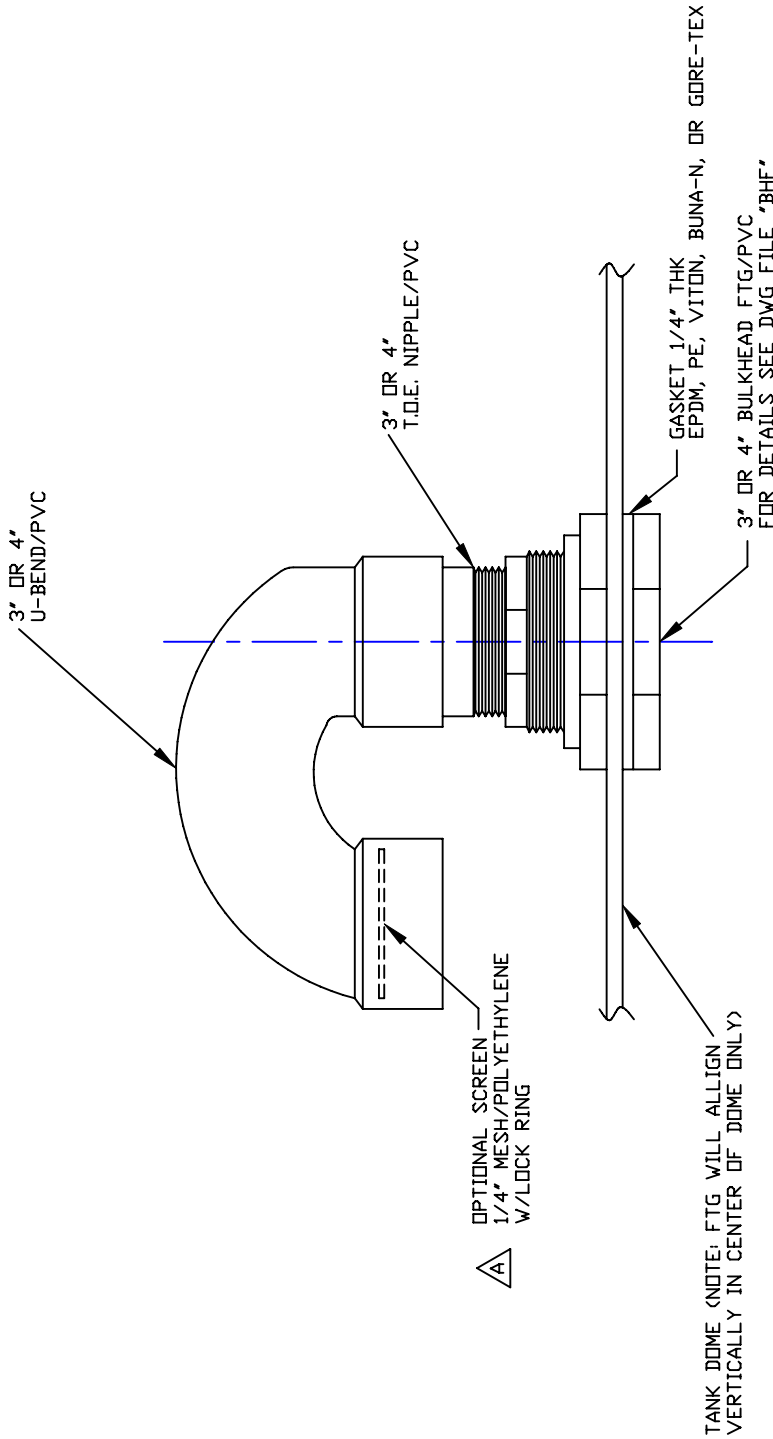
SCALE: 6"=1'-0"
 DATE: 4-11-96

DR. D. RECTOR
 CK. E.T./W.T.

POLY PROCESSING CO.

SHEET: 3 OF 3
 DWG. NO. 3PPC041196-1 D
 REV:

NON-CONTROLLED COPY
 INFORMATION SUBJECT TO CHANGE WITHOUT NOTICE
 VERIFY REV LEVEL OF PAPER COPY WITH REV LEVEL ON PPC WEB SITE



A

OPTIONAL SCREEN
 1/4" MESH/POLYETHYLENE
 W/LOCK RING

TANK DOME (NOTE: FTG WILL ALIGN
 VERTICALLY IN CENTER OF DOME ONLY)

NOTES
 1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.

CONFIDENTIAL PROPERTY OF
 POLY PROCESSING COMPANY
 NOT FOR REPRINT OR USE
 WITHOUT PERMISSION

DWG TITLE		3" & 4" "U" VENT/PVC	
SCALE:	NONE	DR:	MB WILKERSON
DATE:	9-7-00	CK:	J. BRANTLEY
		SHEET	COMPUTER FILE
		1 OF 1	3-4UVENTPVC A



Central Region
 P.O. Box 4827 Grand
 Rapids, MI 49508
 (616) 332-7945
 Fax: (616) 332-0795

REV "A" REVISED NOTE BY:JB 3/15/07 CK:BS

LIMITED WARRANTY
Poly Processing Company

Poly Processing Company Product	Warranty Period
CROSSLINKED POLYETHYLENE TANKS for all suitable applications except those listed below	5 yrs
IMFO® TANKS STORING SODIUM HYPOCHLORITE 9 – 15 wt% (refer to PPC Position Statement) <u>HDXLPE w/ OR-1000™</u> , 1.9 spg rating	5 yrs
NON-IMFO® TANKS STORING SODIUM HYPOCHLORITE 9 – 15 wt% (refer to PPC Position Statement) 1000 gallons and larger: <u>HDXLPE w/ OR-1000™</u> , 1.9 spg rating Less than 1000 gallons: <u>HDXLPE</u> 1.9 spg rating	3 yrs
TANKS STORING SULFURIC ACID ≥ 80% CONCENTRATION (refer to PPC Position Statement) SAFE-TANK® to 8700 gallons: <u>HDXLPE w/ OR-1000™</u> , 2.2 spg rating Vertical tanks 1000 - 6600 gallons: <u>HDXLPE w/ OR-1000™</u> , 2.2 spg rating Vertical tanks less than 1000 gallons: <u>HDXLPE</u> 1.9 spg rating	3 yrs
TANKS STORING HYDROCHLORIC ACID ≤ 37% CONCENTRATION (refer to PPC Position Statement) <u>HDXLPE w/ OR-1000™</u> , 1.9 spg rating	5 yrs
TANKS STORING HYDROCHLORIC ACID ≤ 37% CONCENTRATION (refer to PPC Position Statement) <u>HDXLPE</u> 1.9 spg rating	3 yrs
LINEAR POLYETHYLENE TANKS for all suitable applications except for those listed above	3 yrs

Poly Processing Company's warranty consists of repair or replacement of defective product. Owner and/or user may be requested to provide a cleaned section of the product in question for evaluation. Product disposal or alternate use is the owner and/or user's responsibility. Warranty begins at date of shipment from PPC plant. Parts and ancillary items are warranted for ninety (90) days.

Poly Processing Company's liability is limited to either repair or replacement of its product. By accepting delivery of the product, owner and/or user waives any claim against PPC for incidental or consequential damages as they relate to lost profits or sales or to injury of persons or property, including secondary containment. Owner and/or user accepts full responsibility for providing secondary containment appropriate and adequate for the stored material.

This warranty will be nullified if:

1. Product has been used in manner other than its originally declared purpose or if PPC tank recommendations have not been followed.
2. Product has not been installed, used, and maintained in accordance with a) all federal, state, and local laws and regulations; b) generally accepted best practices within the applicable industry; c) guidelines set forth in the PPC Installation Manual and/or in PPC Position Statements.
3. Product has been altered or repaired by unauthorized personnel.
4. Notification of the defect has not been made in writing within the warranty period.
5. Invoice for product has not been paid.
6. Product has been subjected to misuse, negligence, fire, accident, act of war, or act of God.

The limited warranty described herein is Poly Processing Company's sole warranty and the complete, final and exclusive statement of the terms of the warranty. Owner and/or user may not rely on any oral statement or representations. This warranty is neither assignable nor transferable.
Issued: September 1, 2003

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: December 12, 2013

Agenda Item: V. j. Authorization of FY2014 Economic Development Program Agreement

SUMMARY: The City contracts with the Kodiak Chamber of Commerce for economic development activities. The Chamber's Economic Development Specialist (EDS) position is funded by both the City and the Borough through similar contracts. City officials have had ongoing discussions about the scope of work for the EDS agreement and, based on recent discussions with the Chamber of Commerce's Executive Committee, are willing to approve the attached contract for FY2014 retroactive to July 1, 2013.

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

DISCUSSION: The City of Kodiak has participated in a community-based economic development program managed by the Kodiak Chamber of Commerce since 1995. Funding support from the City and the Kodiak Island Borough has been used to establish an economic development specialist position at the Chamber. This position was developed and funded to provide the City and the Kodiak region with economic development advice and support.

Over the past two years, Council members expressed the desire to revise the agreement's scope of work to reflect a more active role in local economic development activities. The City Council did not renew the agreement for FY2014 for the first six months of the fiscal year. The Mayor and Councilman John Whiddon met with the Chamber's Executive Committee to identify measurable tasks the City wants to see for its participation in the agreement. The attached agreement is being brought forward for approval by the Mayor and Councilmember Whiddon and is based on the recent meeting with the Chamber.

ALTERNATIVES:

- 1) Authorize the FY2014 agreement to continue the City's relationship with the Chamber of Commerce Economic Development Specialist.
- 2) Postpone authorization and oversee further revisions to the tasks identified in the agreement as presented.
- 3) Do not authorize the agreement for the remainder of FY2014.

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

DECEMBER 12, 2013
Agenda Item V. j. Memo, Page 1 of 2

ATTACHMENTS:

Attachment A: FY2014 Economic Development Program Agreement

Attachment B: FY2013 Economic Development Program Agreement

PROPOSED MOTION:

Move to authorize the City Manager to sign the FY2014 Economic Development Agreement with the Kodiak Chamber of Commerce in the amount of \$43,000 with funds coming from the General Fund, Non-Departmental, Administration, Contributions account.

DECEMBER 12, 2013
Agenda Item V. j. Memo, Page 2 of 2

**KODIAK CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT NO.: 211484**

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 retroactive to 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 an initial installment to cover July and October. The remainder of the payments will be made in equal installments of \$10,750 on the second Friday of 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

Aimée Kniazowski, City Manager

Trevor Brown, Executive Director

Attest:

Witness:

Debra L. Marlar, City Clerk

Laura Arboleda, Administrative Assistant

**KODIAK CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT NO 204210**

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

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

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

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

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

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

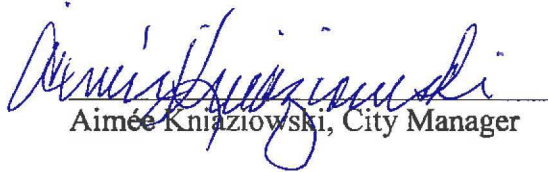
Section 3. TERM. This agreement will remain in effect July 1, 2012, through June 30, 2013, unless earlier terminated. Either party shall have the right to terminate the agreement without penalty upon one month's written notice to the other.

Section 4. COMPENSATION. As compensation for all services rendered under this agreement, Chamber shall be paid \$45,000 by the City of Kodiak. Said compensation shall be paid in equal installments of \$11,250 on the second Friday of July and October 2012, and January and April 2013.

IN WITNESS WHEREOF the parties have executed this Agreement on this 1 day of August 2012.

CITY OF KODIAK

CHAMBER OF COMMERCE

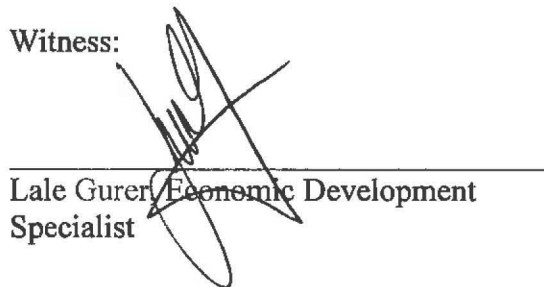

 Aimee Kniazowski, City Manager


 Trevor Brown, Executive Director

Attest:

Witness:


 Debra L. Marlar, City Clerk


 Lale Gurery, Economic Development Specialist

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Debra Marlar, City Clerk *MS K DM*
Thru: Aimée Kniazowski, City Manager and Mark Kozak, Public Works Director
Date: December 12, 2013

Agenda Item: V. k. Scheduling of Public Hearing for Report on Demolished Building

SUMMARY: Staff worked with the City Attorney to follow the process required by the Uniform Code for the Abatement of Dangerous Buildings (Uniform Code) to demolish the abandoned building that previously occupied the property at 1118 Mission Road. It was necessary for the City to demolish the abandoned building, because it had deteriorated over the years and had become a serious hazard. The property owner did not respond to numerous requests from the City to resolve the matter. A public hearing is required before the City may assess a charge against the property for the demolition expenses and to provide the public with the opportunity to protest or object to the demolition report. The process mandated by the Uniform Code to demolish the building required that the Public Works Director keep an itemized account of the expense incurred by the City for the cost of the demolition, which totals \$27,271.70. The Public Works Director's report and itemized expense list are included in the Council packet as Attachment A. The Uniform Code also requires the Clerk to present the report from the Public Works Director to the Council and the Council to schedule a public hearing on the report. Staff recommends the public hearing be scheduled for the January 9, 2014, regular meeting.

PREVIOUS COUNCIL ACTION:

- The Council appropriated funds to assess the level of hazardous materials in the 1118 Mission Road building, and staff awarded a contract to TC Enterprises on April 18, 2012.
- At the August 8, 2013, regular meeting, the Council awarded a contract to Golden Alaska LLC to demolish the building at 1118 Mission Road, which was combined with demolition of the old KPD building.

BACKGROUND: Since 2001 staff has sent several notices to the owner of the property at 1118 Mission Road in an attempt to resolve this matter. The property owner did not respond to any of the notifications. The house continued to deteriorate over the years, and neighbors continued to complain about the condition of the property. The property was designated as a "dangerous building" and the City demolished it in accordance with the Uniform Code for the Abatement of Dangerous Buildings.

DISCUSSION: Using the process required by the Uniform Code, the City demolished the abandoned building at 1118 Mission Road, which had become a hazard. The City desires to place an assessment

against the property at 1118 Mission Road to recoup the demolition costs. Before an assessment may be recorded, the Council must be presented with the Public Works Director's report then schedule a public hearing before confirming the assessment. Prior to the public hearing, the Clerk is required to post the public hearing notification in the newspaper and send notification to the owner of the property and any person holding a lien or other interest of record in the property.

ALTERNATIVES:

- 1) Schedule a public hearing to consider the proposed assessment against the property at 1118 Mission Road. This is staff's recommendation, because a public hearing is required before the City may place an assessment against the property to recover the demolition costs.
- 2) Do not schedule a public hearing. This is not recommended, because the City is entitled to recoup the demolition costs by placing an assessment against the property.

FINANCIAL IMPLICATIONS: The cost to demolish the building at 1118 Mission Road and the old KPD building was authorized by the Council in the annual budget. The demolition costs total \$27,271.70. Before the City may place an assessment against the property, the Council must schedule a public hearing.

LEGAL: The City Attorney reviewed this matter and provided guidance to staff about the process required by the Uniform Code for the Abatement of Dangerous Buildings to demolish the building and recoup the demolition costs.

STAFF RECOMMENDATION: Staff recommends that the Council schedule a public hearing for the January 9, 2014, regular meeting on the report of the Public Works Director regarding the demolition of the building that previously occupied the property at 1118 Mission Road.

CITY MANAGER'S COMMENTS: There have been multiple complaints about the threat posed by this abandoned house. Neighbors reported vagrants using the structure and children playing in or near it. Several notices were issued to the registered owner of the house, but no response was ever received. We followed all procedures to declare the structure abandoned and hazardous so the City could remove the structure. We did remove the building at City expense and want to place a lien on the property to recoup the costs of this demolition process. This next step is for the Clerk to present a report from the Public Works Director to Council and then Council will schedule a public hearing. Once those final steps are taken we can file a legal assessment/lien on the lot for the expenses we've incurred. That means the lien would have to be paid off before the property could be sold.

ATTACHMENTS:

Attachment A: Report from Public Works Director documenting the demolition of the building at 1118 Mission Road.

Attachment B: Various reports and invoices related to the demolition work on structure at 1118 Mission Road.

PROPOSED MOTION:

Move to schedule a public hearing at the January 9, 2014, regular meeting regarding the demolition of the building at 1118 Mission Road.



CITY OF KODIAK
2410 Mill Bay Road, KODIAK, ALASKA 99615
Public Works Department
907-486-8060 Voice
907-486-8066 Fax

TO: Debbie Marlar, City Clerk

FROM: Mark Kozak
Public Works Director

DATE: December 6, 2013

RE: Demolition of 1118 Mission Road

Former Building Official, Leonard Kimball, sent a letter to the property owner identifying the Mission Road house as a dangerous building on August 21, 2001. Notifications were sent to the property owner on several occasions over the years, but no response was received. The house continued to deteriorate, becoming a more serious hazard and neighbors continued to complain about the condition of the property. After consultation with the City Attorney, the City Building Department filed court paperwork on February 10, 2012, which designated the property as a Dangerous Building. I have attached a copy of the filing.

The City appropriated funds to assess the level of hazardous materials in the building and staff approved a contract with TC Enterprises on April 18, 2012, for \$6,475. In 2012, funding for the house demolition was combined with the capital project to demolish the old Kodiak police station and jail. This was done to improve the potential number of bidders.

1118 Mission Road owner of record is Delores Kairiuak aka Delores Kairaiuak. This was the listed owner when designation of Dangerous Building was filed in Kodiak Recording District 303 on February 10, 2012. The residence consists of two parcels, Lot 2, Paul's Subdivision, United States Survey 1681 and Lot 2, Block 35A East Addition to Townsite of Kodiak, United States Survey 2538B.

The City Council awarded a contract to Golden Alaska LLC at their August 8, 2013, Council meeting. The removal of the home was combined with the removal of the old KPD building. The bid was broken into two parts, the 1118 Mission Road building and the Old KPD. The bid price for removal of 1118 Mission road building was \$18,000.

Attached is the pay request for payment for removal of the 1118 Mission Road building. All work is complete, and the City has processed the pay request.

I have also included the invoice the City paid for the hazard material survey that TC Enterprises performed for us in the amount of \$6,475.00. The Building Department had court filing fees of \$22.00, as well as title search fees of \$250.00 that I have included. The receipts are included in the attachments for back up.

From discussion with City Attorney Thomas Klinkner, I have included these as cost to the City and the Public. As discussed in Mr. Klinkner's email to Building Official Doug Mathers and myself dated August 9, 2012, I would recommend that we include a 10% administration fee. This



CITY OF KODIAK
2410 Mill Bay Road, KODIAK, ALASKA 99615
Public Works Department
907-486-8060 Voice
907-486-8066 Fax

is the standard fee for Public Works service charges, as described in City Code section 13.04.060 (b).

Title Search 2006	\$250.00
Court Filing Dangerous Building February 2012	\$22.00
Hazard Material Assessment April 2012	\$6,475.00
Removal Contract Cost	\$18,000.00
Total	\$24,747.00
Plus 10% per City Code 13.04.060 (b)	\$27,271.70



**CITY OF KODIAK
CONTRACTOR PAY REQUEST**

Date: 11/12/2013
Pay Request No. 2

PROJECT TITLE:	Demo of Old KPD & 1118 Mission Rd Bldg
PROJECT NUMBER:	13-06
CONTRACTOR:	Golden Alaska Excavating

Total Value of this Contract (through Change Order)	\$	349,551.00
Value of Work Completed Through 11/11/2013	\$	40,500.00
Previous Payments	\$	22,500.00
Amount Recommend for this 2nd Payment	\$	18,000.00
Account No.(s)	300.300.435.470.725	
P.O. No.(s)	2014-00000048	

Contract Start Date	8/16/2013
Contract Days	90
Contract Completion Date	11/14/2013
Elapsed Contract Time (days)	2
Elapsed Contract Time (percent)	2%
Estimated Amount of Project Completed (percent)	12%

Ken Byers 11/12/13
Contractor's Signature Date

Payment Approved by:
John Mel... 11/12/13
Department Head Signature Date

Wojcinski 11/15/13
City Manager Signature Date

All Back-up paperwork for this Pay Request is maintained in the Engineering Department

Golden Alaska Excavating, LLC

PO Box 8908
Kodiak, AK 99615

Invoice

Date	Invoice #
11/11/2013	2013116

Bill To
City of Kodiak 2410 Mill Bay Rd Kodiak, AK 99615

Due Date	Terms	Project
11/11/2013		Old KPD Demo PN 13-06/4035

Item	Description	Unit	Qty	Rate	Amount
Progress Pay Re...	Progress Pay Request #2 All work conducted Oct 31 to Nov 4, 2013. Mobilized all equipment to 1118 Mission Rd, extract asbestos, demolish building, and clean up site.		1	18,000.00	18,000.00

Thank you for your business.	Subtotal	\$18,000.00
	Sales Tax (0.0%)	\$0.00
	Total	\$18,000.00

(907) 486-5490 Msg.
(907) 539-6490 Lori's Cell
(907) 942-2747 Rick's Cell
Email: rlryser@gci.net
www.goldenalaska.biz

300.300.435.470.725

AK 11/15/13

h

INVOICE ROUTING SLIP

ORIGINAL INVOICE

Company: Golden Alaska Excavating LLC

Invoice No.: 2013116

Invoice Date: 11/11/2013

Project: Demo of Old KPD § 1118 Mission Rd

PN#: 13-06

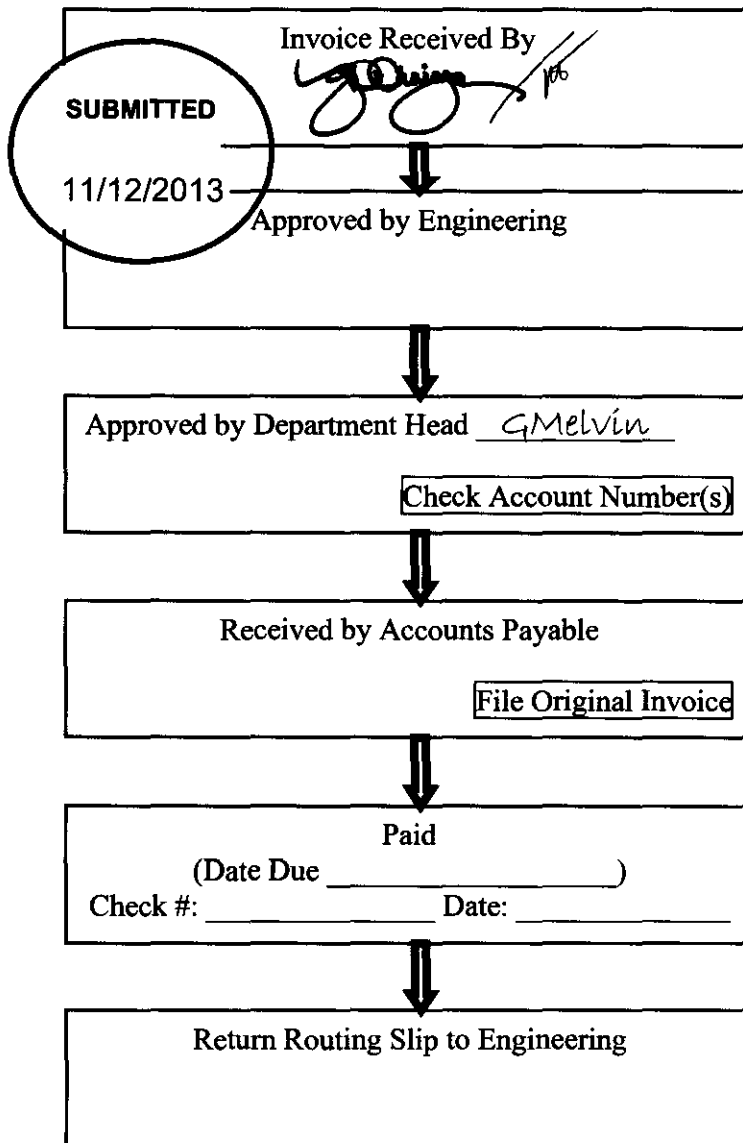
Account No.(s): 300.300.435.470.725

P.O. No.: 2014-00000048

No approval needed

City Mgr approval needed

Initial and Date Each Box
Make any Special Notes in the Margins



ACM
6

Ship To

Engineering Department
2410 Mill Bay Road
Kodiak, AK 99615

Bill To

City of Kodiak
P.O. Box 1397
Kodiak, AK 99615

Purchase Order
No. 2014-00000048

DATE 08/16/2013

VENDOR 2968 - Golden Alaska Excavating, LLC

Contact

Golden Alaska Excavating, LLC
PO BOX 8908
KODIAK, AK 99615



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Genedine Diniega

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Construction - Non Capiti - Demofition of Old KPD & 1118 Mission Rd Bldgs PN 13-06/4035 The project involves the removal and disposal of two buildings 1) the old Kodiak Police Station located at 217 Lower Mill Bay Road, Kodiak, Alaska 99615 and 2) a dwelling located at 1118 Mission Road, Kodiak, Alaska 99615. 300-300-435— 470.725. - Construction - Non Capiti 349,551.00 4035.55	349,551.0000	\$349,551.00
		10/28 pay Req # 1	<22,500.00>	327,051.00
		11/11 pay Req # 2	<18,000.00>	309,051.00
TOTAL DUE				\$349,551.00

Special Instructions

Project: Demolition of Old KPD and 1118 Mission Rd Buildings PN 13-06/4035

City of Kodiak

2410 Mill Bay Road Kodiak, AK 99615

Progress Payment Request #2

November 11, 2013

Item #	Description	Quantity	Bid Amount	Total	Quantity	Cost	Remaining
1	Demo of Old KPD	1	\$ 331,551.00	\$ 331,551.00	0.07	\$ 22,500.00	99.93
2	Demo of 1118 Mission Rd	1	\$ 18,000.00	\$ 18,000.00	100.00	\$ 18,000.00	0.00
			Total Bid Amt	\$ 349,551.00	Total Request	\$ 40,500.00	

Request #1 \$ 22,500.00 10/28/2013

Request #2 \$ 18,000.00 11/11/2013

Golden Alaska Excavating, LLC

PO Box 8908

Kodiak, AK 99615

907-539-6490

Old KPD Bldg Demo 13-06

Owner:	City Of Kodiak	Contractor:	Golden Alaska Excavating LLC
Address:	2410 Mill Bay Road, Kodiak, AK 99615	Project:	Demolition of Old KPD and 1118 Mission Rd
		Notice to Proceed Issued:	8/16/2013
		Contract Time in Days:	90
		Scheduled Completion Date:	11/14/13

Schedule of Values				Pay Estimate Date: 11/14/13					
				Elapsed Contract Time (days)		3.00			
Item No.	Description	Quantity	Bid	Total	Quantity	Cost	Remaining		
1.00	Demo of Old KPD	1.00 \$	331,551.00	\$ 331,551.00		\$ -	0.93		
2.00	Demo of 1118 Mission Rd	1.00 \$	18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	0.00		
3.00				\$ -		\$ -	0.00		
				Total Bid =	\$ 349,551.00	Total =	\$ 18,000.00		

Charged to PO No.(s)		2014-00000048			
Pay Request #	Account No.			Remaining	
1	300.300.435.470.725	10/28/2013	\$	22,500.00	\$ 327,051.00
2	300.300.435.470.725	11/11/2013	\$	18,000.00	\$ 309,051.00
3		date 3	\$	-	\$ 309,051.00
4		date 4	\$	-	\$ 309,051.00
5		date 5	\$	-	\$ 309,051.00
6		date 6	\$	-	\$ 309,051.00
7		date 7	\$	-	\$ 309,051.00
8		date 8	\$	-	\$ 309,051.00
9		date 9	\$	-	\$ 309,051.00
10		date 10	\$	-	\$ 309,051.00

Total Spent to date = \$ 40,500.00

WESTERN ALASKA LAND TITLE CO.

Agent for STEWART TITLE GUARANTY COMPANY

506 Marine Way, Suite 3 • P.O. Box 864 • Kodiak, Alaska 99615

(907) 486-4433 • Fax (907) 486-5109

INVOICE

CITY OF KODIAK
P.O. BOX 1397
KODIAK, AK 99615
Attention: DOUG MATHERS

Our Order No./Invoice No. : 4289
Your Reference No. :
Date : 7/19/2006
Buyer/Borrower : KAIRIUAK
Seller :
Abbreviated Legal : LT 2 PAUL'S SUB AND LT 2, BLK 35A, EAST ADDITION

ITEM DESCRIPTION	PREMIUM/FEEs
Owner/Purchaser Premium	
() Standard - () ALTA Mortgage Premium	
Limited Liability Report	\$250.00
Recording Fees	
	Tax Exempt
TOTAL AMOUNT DUE	\$250.00

Per the State of Alaska Insurance Commissioner, a **\$250.00** deposit must be paid immediately upon receipt of the Preliminary Title Commitment. Should this transaction be cancelled – the \$250.00 deposit will be retained by Western Alaska Land Title Company, Inc. as a “Cancellation Fee” per requirement of the State of Alaska

Please pay from this invoice. This is the only billing you will receive. Thank you!

WESTERN ALASKA LAND TITLE CO.

506 Marine Way, Suite 3 • P.O. Box 864 • Kodiak, Alaska 99615
(907) 486-4433 • Fax (907) 486-5109

LIMITED LIABILITY REPORT

CITY OF KODIAK
P.O. BOX 1397
KODIAK, AK 99615
Attention: DOUG MATHERS

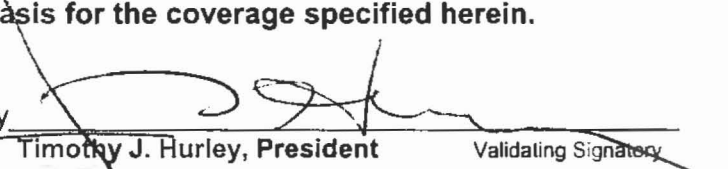
Our Order Number: 4289

Date: July 19, 2006 at 8:00 a.m.

Amount Due \$250.00

That title to the property described herein is vested on the date shown above in DOLORES KAIRIUAK, an estate in fee simple, subject only to the exceptions shown herein.

This report shall have no force or effect except as a basis for the coverage specified herein.

By 
Timothy J. Hurley, President Validating Signatory

LEGAL DESCRIPTION:

Parcel No. 1: LOT TWO (2), PAUL'S SUBDIVISION, UNITED STATES SURVEY 1681 according to Plat 40-1, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

Parcel No. 2: LOT TWO (2) BLOCK THIRTY-FIVE "A" (35A) EAST ADDITION TO THE TOWNSITE OF KODIAK, UNITED STATES SURVEY 2538B, according to Plat 86-6, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

- continued -

NOTE Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity

SUBJECT TO:

1. Reservations contained in United States Patent.
2. Taxes, if any, due the Kodiak Island Borough.
3. Easement for the construction, maintenance and operation of sewer lines as granted to the City of Kodiak by instrument recorded August 1955 in Book 2 at Page 33.
4. Matters disclosed by Plat 40-1 and Plat 86-6.
5. "Notice of Water Charges Lien" by the City of Kodiak in the amount of \$592.00 recorded January 15, 1998 in Book 154 at Page 237.
6. This report is restricted to the use of the addressee, and is not to be used as a basis for closing any transaction affecting title to said premises. Liability of the company for the information provided herein and any claim of negligence resulting therefrom shall be limited to the compensation received therefor.

END OF EXCEPTIONS

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company and Western Alaska Land Title Company, Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers (06/06/03)

TJH/amp
7/26/06



POWER OF ATTORNEY
I, the undersigned, being of legal age and sound mind, do hereby certify that the following is a true and correct copy of the original as shown to me by the undersigned.

NOTARY'S ACKNOWLEDGMENT
I, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the undersigned.

BLAT APPROVAL
I, the undersigned, being of legal age and sound mind, do hereby certify that the following is a true and correct copy of the original as shown to me by the undersigned.

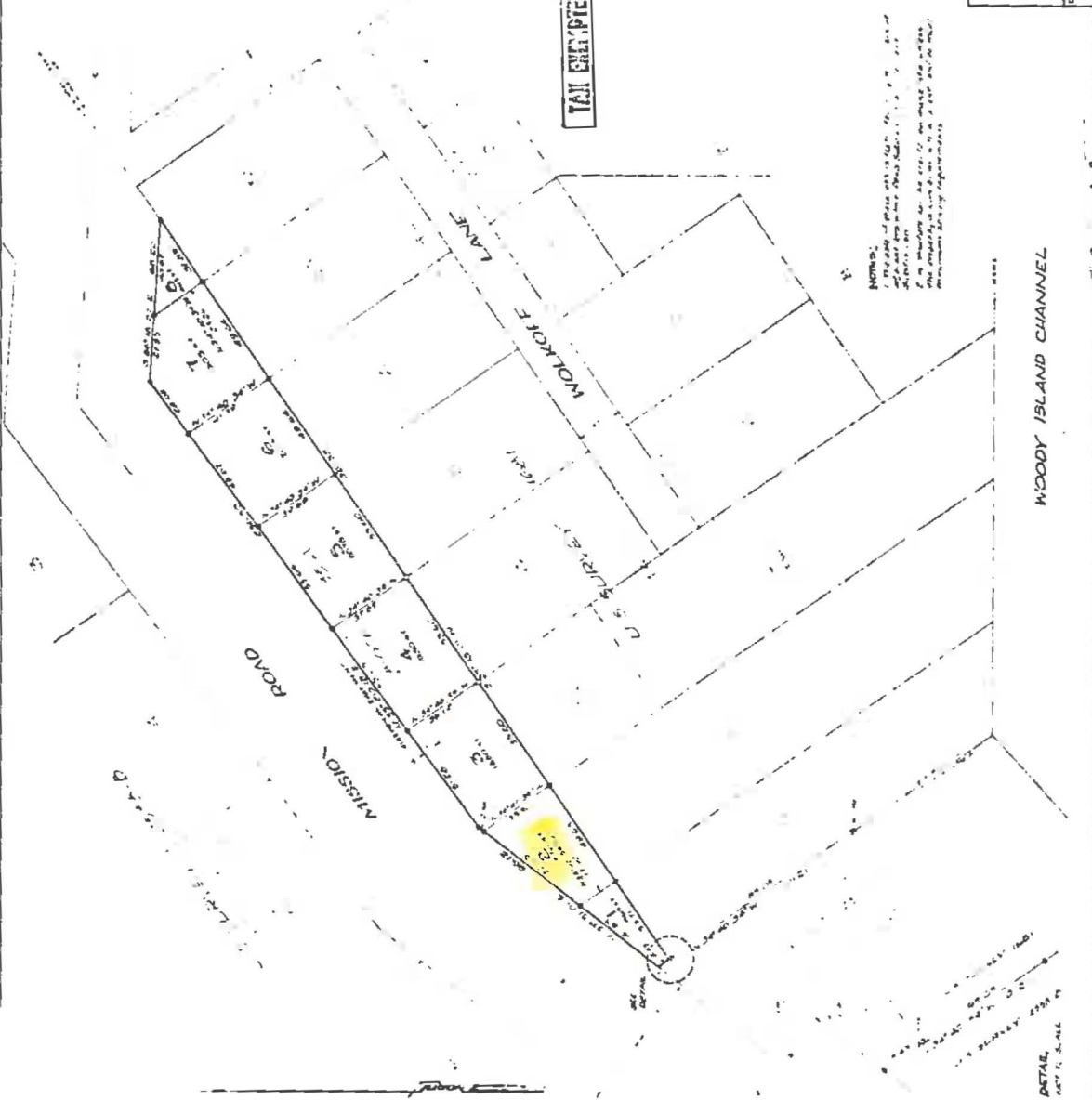
SURVEYOR'S CERTIFICATE
I, the undersigned, being of legal age and sound mind, do hereby certify that the following is a true and correct copy of the original as shown to me by the undersigned.

LEGEND
1. ...
2. ...
3. ...

NOTE
1. ...
2. ...

PREPARED FOR
SARNOFF PERON
141 C/O A
141 C/O A

TAI EXEMPTED

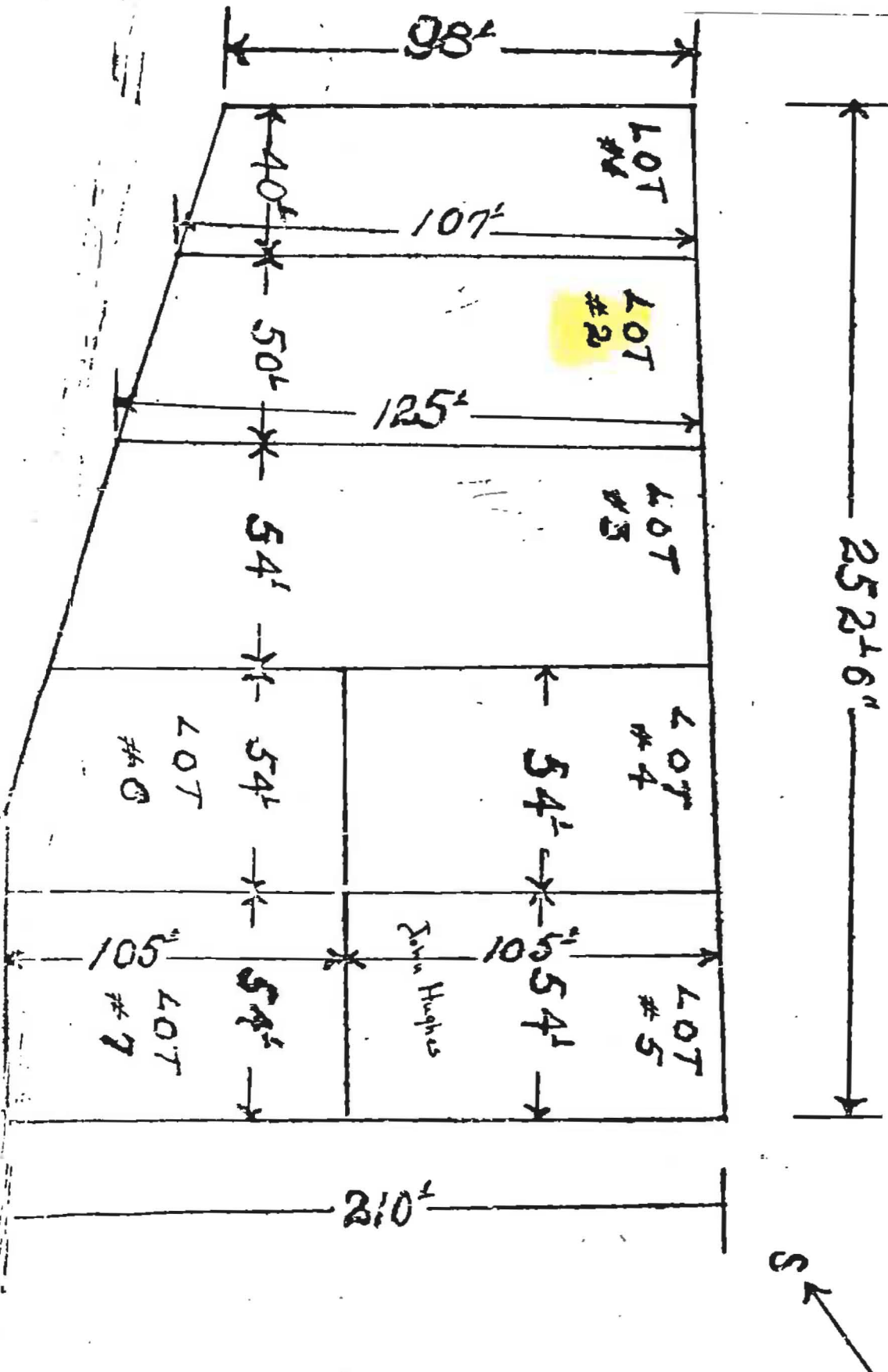


NOTES:
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Base Quality Survey

141 C/O A
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DETAIL
PART 1, 2, 3, 4, 5



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2005-002858-0

Recording Dist. 303 - Kodiak
10/19/2005 2:44 PM Pages: 1 of 2



QUITCLAIM DEED

The Grantor, Kodiak Island Borough, a municipal corporation, of 710 Mill Bay Road, Kodiak, Alaska 99615, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to the Grantee, Dolores Kairiuk, of 7837 Blackberry St., Anchorage, Alaska 99502 all interest, if any, in and to that certain real property located in the State of Alaska and more particularly described as follows:

PARCEL NO 1: LOT TWO (2), PAUL'S SUBDIVISION, U.S SURVEY NO. 1681, according to Plat 40-1, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

PARCEL NO 2: LOT TWO (2), BLOCK THIRTY FIVE "A" (35A), EAST ADDITION TO THE TOWNSITE OF KODIAK, U.S SURVEY NO. 2538B, according to Plat 86-8, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

DATED this 17th day of October, 2005, at Kodiak, Alaska.

KODIAK ISLAND BOROUGH

By *Rick Gifford*
Rick Gifford, Manager, Grantor

ATTEST:

Judith A. Nielsen
Judith A. Nielsen, Borough Clerk



STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

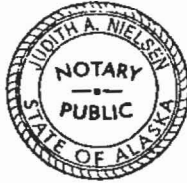
THIS IS TO CERTIFY that on the 17th day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, commissioned as such, personally appeared Rick Gifford, to me known to be the Manager of the Kodiak Island Borough, a municipal corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that the same was executed as a free act and deed of the said corporation for the uses and purposes therein stated and pursuant to its bylaws or a resolution of its Assembly

WITNESS my hand and notarial seal the day and year first above written.

Judith A. Nielsen
Notary Public in and for Alaska
My Commission Expires: 12/22/2007

AFTER RECORDING, RETURN TO:
Assessing Department
Kodiak Island Borough
710 Mill Bay Road
Kodiak, AK 99615

47021689 kariuak deed 2 wpd



QUITCLAIM DEED - page 2 of 2



0154 237

NOTICE OF WATER CHARGES LIEN

Pursuant to MC 13.06.060, the City of Kodiak, Alaska hereby gives notice that it claims a lien against the following real property within the Kodiak Recording District, Third Judicial District, State of Alaska to secure payment of unpaid charges for water or water service delivered to the property:

1118 Mission Road (Legal Description: Sub Lot 2/East Addition Block 35A, Lot 2)

Information concerning this lien is as follows:

Account Debtor(s):	<u>Dolores Kairajohn</u>
Address:	<u>7937 Electricity St., Anchorage AK 99502</u>
Amount of Lien through <u>01/01/99</u>	\$ <u>592.00</u>
Principal:	\$ <u>592.00</u>
Recording fee	\$ <u>100.00</u>
TOTAL	\$ <u>692.00</u>

Pursuant to AS 45.45.810 interest accrues on the amount of unpaid water charges at the rate of ten and one-half percent (10.5%) per year until paid. Partial payments are credited first to current charges, then to delinquent principal.

Any questions concerning this lien should be directed to City of Kodiak, P.O. Box 1397, Kodiak, Alaska 99615, Attn: Finance Director.

DATED this 14th day of January, 1999.

98-0084

15-

KODIAK REC
DISTRICT
REQUESTED BY

City of Kodiak
'98 JAN 15 PM 1 29

Eric Scoville
ERIC SCOVILLE, FINANCE DIRECTOR
CITY OF KODIAK

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that the foregoing instrument acknowledged before me this 14th day of January, 1999, by ERIC SCOVILLE, the Finance Director of the CITY OF KODIAK, Alaska on behalf of the City of Kodiak.

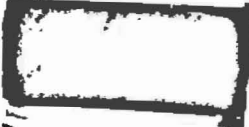
Witness my hand and notarial seal the day and year first above written.

Suzanne M. Healy
Suzanne M. Healy
Notary Public in and for Alaska
My Commission Expires: 1/03/00

Recording Information
KODIAK RECORDING DISTRICT

AFTER RECORDATION PLEASE RETURN TO:
CITY OF KODIAK, P.O. BOX 1397, KODIAK, ALASKA 99615, ATTN: FINANCE DIRECTOR





KASHOBY

KNOW ALL MEN BY THESE PRESENTS that Thomas L. Gallagher and Mary
 1 Gallagher, his lawful wedded wife, of Kodiak, Alaska, hereinafter referred to
 2 as the "Grantor", in consideration of One and no/100ths (\$1.00) Dollars, and
 3 other good and valuable consideration, the receipt of which is hereby acknow-
 4 ledged, hereby grants unto the City of Kodiak, a municipal corporation of the
 5 Territory of Alaska, its successors and assigns, hereinafter referred to as the
 6 "Grantee", an easement situated in that certain property within the City of
 7 Kodiak, Kodiak Precinct, Alaska, and affecting that certain lot, which property
 8 and easement is more fully described as follows, to-wit: Lot 2, Paul's Sub-Div.

9 "Beginning at l. E. Survey No. 1661 V.C.M.C.I; thence
 10 S 34° - 43' E 24.3 feet; thence N 63° - 16' E 40.3
 11 feet to the point of beginning; thence N 63° - 16' E
 12 50.1 feet; thence S 34° - 43' E 10.1 feet; thence S
 13 63° - 16' W 50.1 feet; thence N 34° - 43' W 10.1 feet
 14 to the point of beginning. This tract contains 0.01
 15 acres".

16 TO HAVE AND TO HOLD the above-described easement unto the Grantee,
 17 its successors and assigns, together with the right of ingress and egress to
 18 and from the above-described easement, over and across the adjacent land of
 19 the Grantor for the purpose of erection, construction, maintenance and oper-
 20 ation therein and thereon of sewer mains and collection system, together with
 21 such facilities as may be reasonably connected therewith or appurtenant there-
 22 to; provided, that the Grantor, its successors and assigns, shall have the
 23 right to reasonably use and enjoy said above-described easement for all pur-
 24 poses which may not interfere or be inconsistent with the use of the Grantee
 25 for the purposes above-mentioned and provided also that if the Grantee, its
 26 successors and assigns, shall fail to use said easement for the purpose above-
 27 mentioned for a continuous period of one year after construction, then and in
 28 that event this easement shall terminate and all rights and privileges granted
 29 hereunder shall revert to the Grantor, its successors and assigns.

30 The Grantor, for itself and its successors and assigns covenants to
 31 and with the Grantee, its successors and assigns, that the Grantee, its suc-
 32 cessors and assigns shall peaceably enjoy the rights and privileges here granted.
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IN WITNESS WHEREOF, Thomas L. Gallagher and Mary Gallagher have executed these presents this 2 day of June, 1968

Thomas L. Gallagher
Thomas L. Gallagher

Mary Gallagher
Mary Gallagher

EXECUTED IN THE PRESENCE OF:

Margaret L. King
Richard H. King

TERRITORY OF ALASKA }
THIRD JUDICIAL DIVISION }

On this 2 day of June, 1968, before me appeared Thomas L. Gallagher and Mary Gallagher, to me personally known, who being duly sworn, did execute the foregoing document and acknowledged said instrument to be a free act and deed of said parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Richard H. King

SEAL

Margaret L. King
I, Margaret L. King, a Notary Public in and for the Territory of Alaska, do hereby certify that the within instrument was duly executed and acknowledged as such by the parties named therein on the day and date therein stated and that the same is duly recorded in Vol. _____ at page _____ of the records of said District.

Parcel: 012-241-94-000

Residential Single Family

07/25/06

GALLAGHER-KAIRAIUAK DOLORES L

EAZY ACRES

LT 2

7837 Blackberry Street

Anchorage AK 99502

Site 7837 Blackberry St

Kodiak Island Borough

Serving the people of Kodiak Island and the surrounding area

[Home](#), [Search Again](#)

Property ID	R126000020
Last Name	KIB/KAIRIUAK
First Name	DOLORES
Legal Description	PAULS LT 2/EAST ADD BK 35A LT 2
Street Address	1118 MISSION RD
Tax Code Area	1
School District	KISD
Exempt Code	EX
Zoning Type	R2
Property Use	SFR
Mailing Address	7837 BLACKBERRY ST. ANCHORAGE, AK 99502
Land Value	50000
Misc Value	0
Building Value	39200
Total Value(\$)	89200

This information is current as of July 2005

[View this property on a map](#)

Copyright 2003 - Kodiak Island Borough

Kodiak Island, Alaska
 PAULS LT 2/EAST ADD BK 35A LT 2

REQUESTED BY: ASCLR2 RUN 07/24/06 02:32 PM
 KAIRIUAK, DOLORES
 7837 BLACKBERRY ST.
 ANCHORAGE, AK 99502

1118 MISSION RD
 KODIAK 99615

R126000020
 PAGE 1 OF 1

STYLE RES BLDG NO. 001
 Bldg Type: RBSM Residential with Basemen
 Ext Wall1: 03 Wood Siding Avg Grade
 % Wall 1: 00
 Ext Wall2: 00 N/A
 % Wall 2: 00
 Roof Str : 01 Gable
 Roof Cvr : 01 Composition Shingle
 Int Wall1: 01 Sheetrock
 Wall 1 % : 00
 Int Wall2: 00 N/A
 Wall 2 % : 00
 Floor 1 : 05 Carpet/Vinyl Fair Grade
 Floor 1 % : 00
 Floor 2 : 00 N/A
 Floor 2 % : 00
 Heating : 02 Oil Hot Water BB
 Quality : 05 Fair
 No. Baths: 0001 ONE BATH
 Bedrooms : 04 4 Bedrooms
 # Stories: 0001
 # Units : 0001
 Blt Year : 1940
 Eff Year : 1940
 Func Obs : 000
 Econ Obs : 000
 Obs Ch Cd: None
 Obs Cond%: 000
 Depr Tbl : 01
 Fireplace: WSA1 1-Woodstove AG
 Appliance: SPFG SFR Fair Grade Appliance
 Appraiser:
 Appr Date:
 Comments :

BAS(1200)BSM(1200)

AREA	GR AREA	PCT	AJ AREA
BAS	1200	100	1200
BSM	1200	100	1200

LAND VALUE	57,000
MISC VALUE	0
BLDG VALUE	39,200
CAMA VALUE	39,500
TOTAL VALUE	96,200
VALUE BY	OVERRIDE
PV	96,200

APPRaiser	
APPR DATE	
PROP USE	SFR
MILL GROUP	01
NBHD	
L O M O B O	

EFF AREA	2,400
RCN	101,261
DEPR	66.00
OBSOL	0
BUILDING	34,400
BOOK PAGE DATE QS	SALE PRC
2005 2858 10 19	1

PERMIT NO	TYPE	DATE	AMOUNT

PROPERTY NOTES :

REC	BLDG	CODE	DESC	LENGTH	WIDTH	UNITS	ADJ PRICE	EYB	DT	PCT	ADJUSTMNT	VALUE
1		WDST	Woodstove	.00	.00	1.00	1500.00	0000	OD	0	.00	1500
2		WBA	Wood Balcony	.00	.00	180.00	20.00	0000	OD	0	.00	3600
			MISC TOTAL									5100

REC	LUSE	DESC	ZONING	FRONTAGE	DEPTH	UNITS	TP	ACRES	PRICE	AJ PRICE	VALUE
1	9999	Converted		.00	.00	11927.00	S	.27	.00	.00	0
										LAND TOTAL	0



BUILDING DEPARTMENT

710 MILL BAY ROAD, ROOM 208
KODIAK, ALASKA 99615

dmathers@city.kodiak.ak.us

TELEPHONE 907-486-8070
907-486-8072
FAX 907-486-8071

10/9/2013

To: Mark Kozak
Public Works Director

Re: 1118 Mission Rd
Order of Demolition

Mark

It appears that an Order of Demolition has not been issued as required by section 801.1 of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

Please accept this letter as the Order of Demolition for an abandoned house at 1118 Mission Rd. LT 2 Paul's Sub and LT 2 BLK 35A, East addition.

A handwritten signature in black ink, appearing to read "D Mathers", with a long horizontal flourish extending to the right.

Doug Mathers
Building Official
City of Kodiak
907 486 8072



CC

DESIGNATION OF DANGEROUS BUILDINGS
Kodiak Recording District 303

Pursuant to Section 402 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, which has been incorporated into the Kodiak City Code by KCC 14.04.010,G, I Douglas Mathers, in my capacity as Building Official of the City of Kodiak herby certify that the building described below is a dangerous building and the owner thereof has been so notified.

DESCRIPTION OF PROPERTY:

Parcel #1: Lot 2, Paul's Subdivision, United States Survey 1681, according to plate 40-1 located in the Kodiak Recording District, Third Judicial District, State of Alaska


Parcel # 2: Lot 2 Block 35A East Addition to The Townsite Of Kodiak, United States Survey Number 2538B, according to plat 86-6, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

DESCRIPTION OF BUILDING:

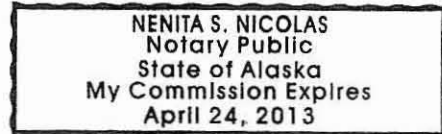
One abandoned single family dwelling

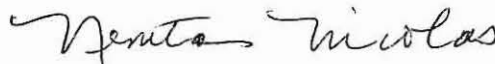
OWNER OF RECORD:

Dolores Kairiuak aka Dolores Kairaiuak
Dated January 10, 2012


Douglas Mathers,
Building Official,
City of Kodiak

After Recording, please return to:
Douglas Mathers
City of Kodiak
PO Box 1397
Kodiak AK
99615




Nenita S. Nicolas
Notary Public in and for the State of Alaska
My commission Expires 4-24-13

KODIAK RECORDING OFFICE
204 MISSION RD ROOM 110
KODIAK, AK 99615
907-486-9432

KODIAK RECORDING OFFICE
0017340000252752102500

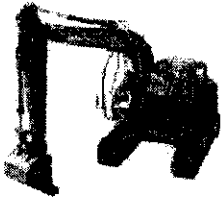
Date: 02/10/2012 10:57:33 AM

CREDIT CARD SALE

CARD NUMBER: *****0086 S
TRAN AMOUNT: \$22.00
APPROVAL CD: 010186
RECORD #: 002
CLERK ID: NROCSTU
CUST CODE: 230
SALES TAX: \$0.00

Thank you!

Customer Copy



TC Enterprises, Inc.

P.O. Box 2338
Kodiak, AK 99615
Phone # 907-486-3755
Fax # 907-486-5553

Invoice

Date	Invoice #
6/25/2012	10017

Bill To
City of Kodiak 710 Mill Bay Rd. Kodiak, AK 99615

Due Date	P.O. No.
6/30/2012	

Quantity	Description	Rate	Amount
1	As Per Contract Conduct AHERA survey 1118 Mission Road. PAN 12-07 100-160-164-430-110 OKMK	6,475.00	6,475.00
		Total	\$6,475.00
		Balance Due	\$6,475.00

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Debra Marlar, City Clerk *MS to DM*

Date: December 12, 2013

Agenda Item: V. I. Advisory Board Appointments

SUMMARY: Several seats expire on various City advisory boards at the end of December. Except for the Personnel Board, whose members are appointed by the Council, and the Employee Advisory Board, whose members are elected by City employees, members of advisory boards are appointed by the Mayor and confirmed by the Council.

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

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

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

Building Code Board of Appeals *KCC 14.40.010: The building code board of appeals shall consist of five members, four of whom shall be qualified by experience and training to pass upon matters pertaining to building construction. One member shall be selected from the community at large. Each of the five members shall be appointed by the mayor and ratified by the council.*

2 seats ending December 31, 2016 (three-year terms)

2 vacant seats ending December 31, 2015

Applicant:

None

Parks and Recreation Advisory Board *Four regular members shall be residents within the Kodiak City limits, and three regular members shall be residents from inside or outside the Kodiak City limits.*

4 regular seats ending December 31, 2016 (three-year terms)

2 alternate seats ending December 31, 2014 (one-year terms)

1 ex-officio student seat

1 USCG representative seat

Applicant(s):

Marcus Dunbar (incumbent, City resident)

Amy Fogle (incumbent, City resident)

Jeremiah Gardner (City resident)

Port and Harbors Advisory Board *No City residency requirement.*

2 regular seats ending December 31, 2016 (three-year terms)

2 alternate seats ending December 31, 2014 (one-year terms)

1 ex-officio student seat

Applicant(s):

Stosh Anderson (incumbent, non-City resident)

Skip Bolton (incumbent, non-City resident)

David Jentry (incumbent alternate, non-City resident)

Ed Cross Jr. (City resident)

{The Council will appoint the Personnel Board member by motion.}

Personnel Board *All members must be City residents.*

2 regular seats with term ending December 31, 2015 (two-year term)

Applicant:

Patricia M. Olsen (City resident)

{Appointment to the Planning and Zoning Commission is made by the Borough Mayor from a list of recommendations from the City Council.}

Planning and Zoning Commission *Three of the seven seats on the Planning and Zoning Commission are designated as City seats. One seat, currently vacant, expires December 31, 2013. Alaska Statute 29.40.020 provides that an appointment to the Planning and Zoning Commission is made by the Borough Mayor for a three-year term from a list of recommendations submitted by the Council. Historically, the Council has submitted the names of one or more applicants for recommendation of appointment. If the Council has had a preference of who is appointed, this list contained only those name(s).*

1 City seat with term ending December 31, 2016 (three-year term)

Applicant:

Patricia M. Olsen

ATTACHMENTS:

Attachment A: Building Code Board of Appeals Current Member List

Attachment B: Parks and Recreation Advisory Board Current Member List and Application(s)

Attachment C: Port and Harbors Advisory Board Current Member List and Application(s)

Attachment D: Personnel Board Current Member List and Application

Attachment E: Planning and Zoning Member List and Application

PROPOSED MOTION:

Move to appoint _____ and _____ to the Personnel Board for a term ending December 31, 2015, recommend _____ for appointment to the three-year City seat on the Planning and Zoning Commission; and confirm the Mayoral advisory board appointments to the Building Code Board of Appeals, Parks and Recreation, and Port and Harbors Advisory Boards as stated.



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
-------------	--------------

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

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

PARKS AND RECREATION ADVISORY BOARD

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

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS	City/KIB
2013	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

Many year coaching experience in a variety of sports
 Professional Activities: Middle School

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

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

539-2535

486-3250

philfogle@hotmail.com

HOME TELEPHONE

WORK TELEPHONE

FAX

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
FAX: same
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?
Do you own property in the City of Kodiak?

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

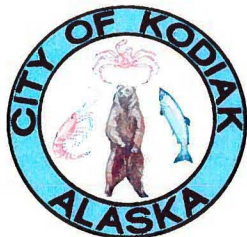
Parks And Recreation
Business Management
Construction
Community Outreach
Health & Wellness

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

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?

Yes No

Do you own property in the City of Kodiak?

Yes 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 486-4049

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

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)
 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.

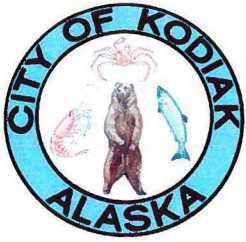
Please list your areas of expertise and education that would benefit the boards for which you are applying.

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

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	

Updated December 14, 2012

ERMS\01-0104\Personnel Board\Personnel Board Current Members.doc



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



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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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Debra Marlar, City Clerk MS K DM

Date: December 12, 2013

Agenda Item: V. m. Election of Deputy Mayor

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

ATTACHMENTS:

Attachment A: City Charter Article II, Section 2

Attachment B: List of previous Deputy Mayors

PROPOSED MOTION:

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

OR

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

City Charter Article II

II-2 Mayor and Deputy Mayor

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

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

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

Deputy Mayor Elections

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

EXECUTIVE SESSION

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Debra Marlar, City Clerk MS for DM

Date: December 12, 2013

Agenda Item: X. a. Executive Session

SUMMARY: The City Council will enter into executive session to review the draft Horizon Lines contract for the operation of Pier III.

MOTION:

To go into executive session pursuant to AS 44.62.310(c)(1) to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City, specifically the negotiation of a new contract with Horizon Lines for the operation of Pier III.

DECEMBER 12, 2013
Agenda Item X. a. Memo Page 1 of 1

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Debra Marlar, City Clerk MS for DM

Date: December 12, 2013

Agenda Item: X. b. Clerk's Annual Performance and Contract Review

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

PROPOSED MOTION:

Move to enter into executive session, as authorized by Kodiak City Code Section 2.04.100(b)(2), to conduct the City Clerk's annual performance evaluation and review the contract.

DECEMBER 12, 2013
Agenda Item X. b. Memo Page 1 of 1