

City of Kodiak Regular Council Meeting Agenda for March 13, 2014
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

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

- II. Previous Minutes**
Approval of Minutes of the February 4, 11, 21, and March 4, 2014, Special Meetings and February 13, 2014, Regular Council Meeting1

- III. Persons to Be Heard**
 - a. Proclamation: Declaring Women’s History Month18
 - b. Public Comments (limited to 3 minutes) (486-3231)

- IV. Unfinished Business**
None

- V. New Business**
 - a. Resolution No. 2014–11, Accepting Amendment No. 1 to the Alaska Municipal Matching Grant Program, Grant No. 50339, From the Alaska Department of Environmental Conservation for the Design and Construction of the Monashka Pumphouse Replacement22
 - b. Resolution No. 2014–12, Authorizing the Issuance of a Permit to the High School Soccer Team for the Use of Public Property for Its Soccer Clinic Fundraiser34
 - c. Authorization of Amendment No. 1 to Professional Services Contract for Preliminary Design and Permitting of Snow Dump Storage Yard, Project No. 13-07/503040
 - d. Authorization of ABC Board Restaurant Designation for Aquamarine LLC.....58

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

- VII. Mayor’s Comments**

- VIII. Council Comments**

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

- X. Adjournment**

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<p>DRAFT</p>

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD TUESDAY, FEBRUARY 4, 2014
IN THE BOROUGH CONFERENCE ROOM**

I. MEETING CALLED TO ORDER

Mayor Pat Branson called the meeting to order at 7:22 p.m. Councilmembers Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Randall C. Bishop was absent. City Manager Aimee Kniazowski and Deputy Clerk Michelle Shuravloff-Nelson were also present.

II. PUBLIC COMMENTS

Sam Friedman, Kodiak Daily Mirror, asked the amount of the Fisheries Analyst Contract.

III. AUTHORIZATION OF FISHERIES ANALYST CONTRACT

The City Council and Borough Assembly have worked with a fisheries analyst since 2011 to help track and respond to fisheries resource management issues important to the Kodiak area. The first analyst resigned in the fall of 2013. The joint fisheries work group issued an RFP for a replacement in December and recommended a contract with McCarty and Associates at their January 27, 2014, meeting. The Council and Assembly discussed the recommendation to offer McCarty and Associates a contract at the joint work session on January 30, 2014, and agreed to forward the contract at their respective upcoming meetings. The Assembly is scheduled to authorize the contract at their February 6, 2014, meeting.

Councilmember Davidson **MOVED** to authorize the professional services agreement with McCarty and Associates for fisheries analyst consulting and related services, effective from February 7, 2014, through February 6, 2016, in the amount of \$30,000 per year, plus authorized expenses for the City's share of the contract costs, with funds coming from the General Fund Legislative professional services account, and authorize the City Manager to execute the contract for the City.

The roll call vote was Councilmembers Davidson, Haines, Saravia, and Walker in favor. Mayor Branson determined Councilmember Whiddon had a conflict; therefore, he abstained. Councilmember Bishop was absent. The motion passed.

IV. ADJOURNMENT

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

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

The meeting adjourned at 7:32 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

DRAFT

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD TUESDAY, FEBRUARY 11, 2014
IN THE BOROUGH CONFERENCE ROOM**

I. MEETING CALLED TO ORDER

Mayor Pat Branson called the meeting to order at 6:03 p.m. Councilmembers Charles E. Davidson, Randall C. Bishop, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Terry J. Haines was absent. Finance Director Mary Munk, City Clerk Debra L. Marlar, and Deputy Harbormaster Lon White were also present.

II. PUBLIC COMMENTS

None

III. EXECUTIVE SESSION

a. Discussion of Horizon Lines Contract Negotiations

Councilmember Davidson MOVED to enter into executive session to discuss Horizon Lines contract negotiations.

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

The Council entered into Executive Session at 6:04 p.m.

The regular meeting reconvened at 6:59 p.m.

IV. ADJOURNMENT

Councilmember Whiddon MOVED to adjourn the meeting.

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

The meeting adjourned at 6:59 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, FEBRUARY 13, 2014
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and John B. Whiddon were present and constituted a quorum. Councilmember Richard H. Walker arrived at 7:32 p.m. City Manager Aimée Kniazowski, City Clerk Debra L. Marlar, and Assistant Clerk Catherine Perkins were also present.

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

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the January 16 and 21, 2014, Special Meetings and January 23, 2014, Regular Council Meeting as presented.

The roll call vote was Councilmembers Bishop, Davidson, Haines, Saravia, and Whiddon in favor. Councilmember Walker was not present. The motion passed.

III. PERSONS TO BE HEARD

a. Proclamation: Teen Dating Violence Awareness and Prevention Month

Councilmember Walker arrived.

Councilmember Davidson read the proclamation, which encourages all citizens of Kodiak to actively support and participate in the ongoing programs designed to reduce and eventually eliminate teen dating violence.

Sandra Wilkins accepted the proclamation for the Kodiak Women's Resource and Crisis Center.

b. Public Comments

Lawrence Anderson, Senior Citizens of Kodiak, gave an update on the organization's services and accomplishments. He noted there has been an increased rate in home-delivered meals, information referrals, and service requests. He said there is a new Kodiak Area Transit (KATS) bus, and the adult day program is at full capacity. He said the Senior Center received national accreditation in October for the third time, and he encouraged the Council to tour the Senior Center.

Amanda Blott, President of Kodiak High School 4-H Club, spoke in support of a Kodiak cooperative extension agent. She said the 4-H Club has helped her and many other students and stated a cooperative extension agent would further enhance the program.

IV. UNFINISHED BUSINESS**a. Second Reading and Public Hearing, Ordinance No. 1315, Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2013 and Ending on the Thirtieth Day of June 2014**

Mayor Branson read Ordinance No. 1315 by title. Supplemental Appropriation No. 1 to the FY2014 budget is in the amount of \$1,472,180. [*Clerk's Note: Supplemental Appropriation No. 1 was amended to \$1,557,180.*] It is customary for the City Council to approve at least one supplemental budget annually to authorize the adjustments of current revenues and expenses. These adjustments are for the operating funds, as well as additions to project funds for grant revenues received and additional expenditures needed that were not known at the time the original budget was adopted.

Councilmember Bishop MOVED to adopt Ordinance No. 1315.

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

Councilmember Davidson MOVED to amend Ordinance No. 1315 by adding \$85,000 to General Fund expenses for Fire Department overtime, with funds coming from the General Fund fund balance and directed the Finance Director to adjust budget totals accordingly.

The roll call on the amendment was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The amendment passed.

The roll call on the motion as amended was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The motion passed.

V. NEW BUSINESS**a. First Reading, Ordinance No. 1316, Authorizing a Lease to Afognak Native Corporation of a 15,000 Square Foot (0.34 Acre) Portion of USS 4947 Located Adjacent to Tract D-1B**

Mayor Branson read Ordinance No. 1316 by title. The Afognak Native Corporation has expressed interest in the purchase of City-owned land adjacent to their property on Near Island since 2009. Following a series of meetings with City staff starting in 2010, Afognak expressed the desire to acquire some or all of the land within USS 4947. At previous work sessions the Council expressed a preference to not sell City land until a master land plan was completed. Therefore, Afognak requested a lease of the property for the purpose of view shed protection. Manager Kniazowski informed the Council of a discrepancy pertaining to the requested lease and recommended the Council postpone the first reading until the issue is resolved.

Councilmember Walker MOVED to pass Ordinance No. 1316 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

Councilmember Davidson MOVED to postpone the vote on the first reading of Ordinance No. 1316 to a future meeting to be determined by the City Manager.

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

b. Resolution No. 2014–08, Approving the City Council’s FY2015 Budget Goals

Mayor Branson read Resolution No. 2014–08 by title. The Council reviewed a list of current and proposed budget goals at its annual planning meeting on February 1, 2014, that will be used to develop the FY2015 budget. The goals are similar to FY2014 with only a few changes that clarify Council’s policy direction. The goals will be used by staff in the development of the FY2015 City budget.

Councilmember Whiddon MOVED to adopt Resolution No. 2014–08.

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

c. Resolution No. 2014–09, Supporting the Reinstatement of a Fulltime Cooperative Extension Agent From the University of Alaska Fairbanks to Kodiak

Mayor Branson read Resolution No. 2014–09 by title. Joe Dinnocenzo, the local manager of the Kodiak Soil and Water Conservation District office, has requested that Council adopt a resolution supporting the reinstatement of a cooperative extension agent in Kodiak. The Borough Assembly adopted a similar resolution on January 16.

Councilmember Davidson MOVED to adopt Resolution No. 2014–09.

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

d. Resolution No. 2014–10, Authorizing the Borrowing From the Alaska Drinking Water Fund of an Aggregate Amount not to Exceed \$2,500,000 to Pay for the Construction of the Monashka Pumphouse

Mayor Branson read Resolution No. 2014–10 by title. City staff began the evaluation to rebuild or replace the Monashka Pumphouse in October 2010. The analysis and feasibility study are now complete and the design is underway. The City used local funds and has acquired Alaska Department of Environmental Conservation (ADEC) grants and a State of Alaska legislative grant for the project. The Alaska Municipal Matching Grant program through ADEC requires a 30 percent match by the City. Staff submitted an Alaska Drinking Water Fund loan questionnaire for this project and is eligible to apply for a loan. One of the requirements of the program requires the City Council to adopt a resolution authorizing the loan application and another authorizing acceptance of the loan.

Councilmember Bishop MOVED to adopt Resolution No. 2014–10.

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

e. Authorization of an Agreement With Kodiak Electric Association and Horizon Lines of Alaska, LLC for Electrical Improvements to the Pier III Replacement Project No. 8024

As the City has moved forward with the Pier III Replacement Project, the need for electrical improvements has been discussed at Council Work Sessions on September 24, 2013, and October 22, 2013. As a result of the discussions, Project Manager Roe Sturgulewski has facilitated a “Three Party Agreement” with the City of Kodiak, Horizon Lines, and Kodiak Electric Association (KEA). Council action is requested in order to facilitate procurement of the “Flywheels” and other long lead time items that KEA needs to purchase to meet the crane commissioning date in late 2015.

Councilmember Walker MOVED to authorize the Pier III Letter of Agreement with the Kodiak Electric Association and Horizon Lines and authorize expenditure of \$400,000 from the Cargo Fund.

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

f. Authorization of Amendment to the City Manager’s Contract

The Manager, Mayor, and Council met in executive session on January 23, 2014, to evaluate the Manager’s performance and to discuss renewal of the contract, per Sections 2 and 13 of the agreement. It is the intent of both parties to extend the contract for another year from April 2014 through April 2015 under the same terms.

City Manager Kniazowski thanked the Council for their support and said it is an honor and privilege to work for them and for the public.

Councilmember Haines MOVED to amend the City Manager’s employment contract, record No. 210865, by striking April 27, 2014, and inserting April 30, 2015, in Section 2 A.

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

g. Advisory Board Appointments

Several advisory board seats expired at the end of December. Volunteers were solicited via newspaper advertisements, public service announcements, and City Clerk and department head recruitment efforts. Additional recruitment efforts were made in January, and applications have been received for appointment to the Building Code Board of Appeals and to the ex-officio seats on the Parks and Recreation Advisory Board. Appointments to these boards are made by the Mayor and confirmed by the Council.

Mayor Branson appointed Ed Mahoney to the regular seat on the Building Code Board of Appeals, with the term ending December 31, 2015, and R. Scott Bonney and Gregg Hacker to regular seats on the Building Code Board of Appeals, with terms ending December 31, 2016; Deborah P. Bitanga to the ex-officio student seat on the Parks and Recreation Advisory Board, with the term ending May 2015; and Andrew Joca, to the ex-officio USCG seat on the Parks and Recreation Advisory Board for a three-year term.

Councilmember Haines MOVED to confirm the Mayoral advisory board appointments to the Building Code Board of Appeals and the Parks and Recreation Advisory Board as stated.

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

VI. STAFF REPORTS

a. City Manager

Manager Kniazowski said she has been preparing for the Juneau Legislative Reception. She reported she and Mayor Branson had a teleconference with the City's Juneau lobbyist and Unalaska City Manager regarding the State's proposal to decommission the P/V Wolstad and move the P/V Stimson from Unalaska to Kodiak. She said Mayor Branson wrote a letter on behalf of the City in opposition to the proposal and said the proposal did not receive much support from the subcommittee. She also noted that Representative Austerman is against the plan.

She informed the Council she has been working with the Kodiak Island Borough staff to provide jointly owned property as a community garden.

She said the Pier III project is moving along well, and there will be an authorization to pre-purchase pipe and sheet pile at an upcoming special meeting. She noted that there will be a construction pre-bid meeting February 14, and Roe Sturgulewski will be in town for it. She said the construction bid award should be ready by March 13.

She informed the Council of her upcoming travel to Juneau and the AML Winter meeting.

b. City Clerk

City Clerk Marlar informed the public of the next scheduled Council work session and regular and special meetings. She also informed the public that the City is transitioning to holding future work sessions at the Multipurpose Room at the Kodiak Public Library.

VII. MAYOR'S COMMENTS

Mayor Branson thanked advisory board volunteers and said she looks forward to providing training and a reception for them. She thanked staff for their work on the Horizon Line contracts. She commended City Manager Kniazowski. She wished everyone a happy Valentine's Day.

VIII. COUNCIL COMMENTS

Councilmember Whiddon thanked Chief Wallace and the Kodiak Police Department for their response when he needed their assistance. He said they were professional and compassionate, and he is impressed with the work they do.

Councilmember Davidson thanked City Manager Kniaziowski for her service to the City. He encouraged the public to drive safely.

Councilmember Saravia gave a fisheries update. He thanked the department heads for their service and for attending Council meetings. He said it is a pleasure to work with City Manager Kniaziowski. He encouraged the public to drive safely.

Councilmember Haines gave an update on his attendance at the North Pacific Fisheries Management Council meeting. He spoke about Pollock, the Halibut cap, the Observer Program, and the reauthorization of the Magnuson-Stevens Act. He said he is glad there is a Fisheries Analyst in place again.

Councilmember Bishop thanked Finance Director Mary Munk and the Finance Department for their hard work on the budget. He also thanked City Manager Kniaziowski for her hard work and dedication. He reported that he participated in a non-profit fundraiser recently and acknowledged nonprofits.

Councilmember Walker thanked City Manager Kniaziowski for her hard work. He also thanked City Engineer Glenn Melvin for stepping in for Mark Kozak and gave a special thanks to Finance Director Munk for her work on the budget. He said he is glad to see the old jail torn down and wished everyone a happy Valentine's Day.

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 8:23 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

<p>DRAFT</p>

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD TUESDAY, FEBRUARY 21, 2014
IN THE BOROUGH ASSEMBLY CHAMBERS**

I. MEETING CALLED TO ORDER

Mayor Pat Branson called the meeting to order at 12 p.m. Councilmembers Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and Richard H. Walker were present and constituted a quorum. Councilmembers Randall C. Bishop and John B. Whiddon were absent. City Manager Aimée Kniazowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

II. PUBLIC COMMENTS

None

III. AUTHORIZATION TO PRE-PURCHASE PIPE AND SHEET PILE FOR PIER III REPLACEMENT, PROJECT NO. 11-07/8024

The authorization is for the request of procurement contracts between the City and two separate vendors, Dominion Pipe and Piling in the amount of \$2,888,888.70 and LB Foster Company in the amount of \$450,837.57 for the provision of certain owner-supplied materials for use in the construction of the Pier III replacement project, Project No. 11-07/8024. The owner-supplied materials authorized for purchases were done through a competitive bid process, per Kodiak's City Code, Title 3. The total amount for the purchase of owner supplied materials, including transportation charges to a storage site in Seattle, is \$3,339,726.27.

Councilmember Walker **MOVED** to authorize award of the bid procurement contract for pipe piles to Dominion Pipe and Piling in the amount of \$2,888,888.70 and a separate procurement contract for sheet piles to LB Foster Company in the amount of \$450,837.57, with funds coming from the Pier III Replacement Project No. 11-07/8024 and authorize the City Manager to execute the contracts on behalf of the City.

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

IV. ADJOURNMENT

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

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

The meeting adjourned at 12:04 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

DRAFT

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD TUESDAY, MARCH 4, 2014
IN THE BOROUGH CONFERENCE ROOM**

I. MEETING CALLED TO ORDER

Mayor Pat Branson called the meeting to order at 12:01 p.m. Councilmembers Charles E. Davidson, Randall C. Bishop, Gabriel T. Saravia, and Richard H. Walker were present and constituted a quorum. Councilmembers Terry J. Haines and John B. Whiddon were absent. Finance Director Mary Munk, City Clerk Debra L. Marlar, Harbormaster Marty Owen, and Deputy Harbormaster Lon White were also present.

II. PUBLIC COMMENTS

None

III. EXECUTIVE SESSION

a. Discussion of Horizon Lines Contract Negotiations

Councilmember Davidson MOVED to enter into executive session to discuss Horizon Lines contract negotiations.

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

The Council entered into Executive Session at 12:02 p.m.

The regular meeting reconvened at 12:57 p.m.

IV. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 12:58 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

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PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: March 13, 2014

Agenda Item: III. a. Proclamation: Women's History Month

SUMMARY: This proclamation recognizes the contributions of women to the growth and strength of our Nation and urges residents to increase their knowledge and appreciation of the valuable role women play in our lives.

NOTES/ATTACHMENTS:

Attachment A: Proclamation Declaring Women's History Month

Proclamation Declaring Women's History Month

WHEREAS, American women of every race, class, age, and ethnic background helped found the Nation in countless recorded and unrecorded ways; and

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, women played and continue to play a critical economic, cultural, and social role in every sphere of life by constituting a significant portion of the labor force working in and outside the home; and

WHEREAS, women of every race, class, age, and ethnic background served as early leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the Abolitionist movement, the Emancipation movement, the Industrial movement, and the Civil rights movement; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued in the body of American history.

NOW, THEREFORE, I, Pat Branson, do hereby proclaim the month of March 2014 as

Women's History Month

in Kodiak and urge residents to increase their knowledge and appreciation of the valuable role women play in our lives.

Dated this 13 day of March 2014.

City of Kodiak

Pat Branson, Mayor

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager
Thru: Mark Kozak, Public Works Director
Date: March 13, 2014



Agenda Item: V. a. Resolution No. 2014–11, Accepting Amendment No. 1 to Alaska Municipal Matching Grant, Grant No. 50339, From the Alaska Department of Environmental Conservation for the Design and Construction of the Monashka Pumphouse Replacement

SUMMARY: Monashka reservoir and pumphouse are the primary sources of water for the City of Kodiak's public water system. Records show that construction of the pumphouse began sometime in 1972. Since the initial start up of operations, only minor changes have been made, such as adding additional pumps and the replacement of the original motor start systems. In October 2010, Council authorized CH2MHill to do a feasibility study of an upgrade to the Monashka pumphouse. The City received an Alaska Municipal Matching Grant (AMMG) for the design and upgrade to the pumphouse of \$420,000 in December 2012 from remaining grant funds from the City's UV water treatment project. Staff continued to work with DEC on the project funding and received notice of an amended award of an additional \$1,465,534 for design and construction of the pumphouse. Staff recommends Council accept the amended grant by adopting Resolution No. 2014–11.

PREVIOUS COUNCIL ACTION:

- October 2010, Council approved a contract with CH2MHill to complete the Monashka Pumphouse Upgrade Feasibility Study
- December 2012, Council accepted an AMMG for \$420,000 that was transferred from the UV project to the Monashka design and construction project
- January 2013, Council named the Monashka Pumphouse project as the No. 1 City priority on the City's FY2014 state CIP list
- FY2013, Council approved additional capital project funding for project in the amount of \$425,000
- February 2013, Council approved a contract amendment with CH2MHILL for additional pre-design and design work on pumphouse project
- September 2013, Council adopted Resolution No. 2013–27, which formally accepts the FY2014 legislative grant in the amount of \$500,000 for Monashka Pumphouse Upgrades
- October 2013, Council approved a design contract with CH2MHILL for the new Monashka Pumphouse

BACKGROUND: The AMMG program is managed by the Alaska DEC. The grant program is competitive, and communities across Alaska submit water, sewer, and solid waste projects using a questionnaire process. Each project is scored and ranked by DEC, and when the Governor establishes the annual program budget, the ranked list of projects that score high enough to be within the funding level is published in December of each year. Once the Governor signs the budget, the communities then receive their notifications and enter into the standard grant agreements. The grant program provides up to a 70 percent reimbursement of eligible costs for a community the size of Kodiak.

DISCUSSION: Staff submitted questionnaires for this project from 2011 through 2012, but the project scored too low to qualify for funding. Because the UV project was so successful in pursuing AMMG funding and the project came in on the low end of the construction cost estimate, there were grant funds remaining. After discussion with DEC, the City submitted a request to use some of the remaining grant funds for design of the upgrades at Monashka. In December 2012, Council accepted a portion of the remaining grant funds in the amount of \$420,000 from the UV project for the pumphouse project.

When the UV project was completely closed out, there was \$1,465,534 remaining in grant funds. ADEC approved the transfer of these funds from the UV project to the Monashka Pumphouse project. ADEC provided the final numbers and approval to submit for the grant increase on November 21, 2013. Staff submitted the grant application on November 27, 2013, and received notification in February that the additional \$1,465,534 was available as an amendment to the original grant.

ALTERNATIVES:

- 1) Adopt Resolution No. 2012–11, which allows the City Manager to sign the AMMG grant offer and accept the additional \$1,465,534 in grant funds. Staff recommends this alternative to allow the design and construction of the project to begin while reducing the use of local capital funds to complete the project.
- 2) Do not adopt the resolution. This is not recommended since the City benefits from the use of these funds, which keep user rates lower while continuing steps to upgrade the City’s aging and vulnerable water infrastructure.

FINANCIAL IMPLICATIONS: With the critical nature of this facility we cannot risk delaying or not replacing the pumphouse at this time. The City cannot support our water systems demands without Monashka fully operational at all times. To date we have been able to secure the following funding. The FY2014 budget does not reflect all the available funds.

FY 2011	City Funds	\$225,000	
FY 2012	No Funds Added		
FY 2013	City Funds	\$425,000	
FY 2013	AMMG	\$420,000	Accepted Dec 2012
Total to date		\$1,070,000	
FY 2014	State Legislative grant	\$500,000	Accepted September 2013 by City Council.

			Being added in the budget in first supplemental budget FY 2014.
FY 2014	AMMG	\$1,465,534	This is final transfer of AMMG funds from the UV project to the Monashka Pump House
FY 2014	Alaska Drinking Water Loan	Up to \$2,500,000 We will use this loan to help offset required matching funds for the AMMG funds. City required 30% match	We have been approved to apply for up to \$2.5 million. The application has been submitted.
FY 2015	AMMG Questionnaire	\$2,495,452	This is within the Governor's budget released on Dec 12, 2013. Award July 2014 if approved.

When the Governor published his budget on December 12, 2013, the City's FY2015 AMMG was in the budget. The project scored very well, so if the program funding is kept in place, these funds would be available once the Governor signs the budget sometime in June or July 2014.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2014-11, accepting Amendment No. 1 to the AMMG No. 50339 in the amount of \$1,465,534 for the design and construction of the Monashka Pumphouse upgrade, Project No. 11-05/7029.

CITY MANAGER'S COMMENTS: This is a great opportunity to get access to design and construction funds for this important project. I appreciate DEC's willingness to reassign the remaining grant money from the UV project to the Monashka pumphouse and support the staff recommendation that Council adopt Resolution No. 2014-11 to accept the additional grant funds and authorize me to finalize the grant documents.

ATTACHMENTS:

Attachment A: Resolution No. 2014-11

Attachment B: DEC Notice of Award, February 13, 2014

PROPOSED MOTION:

Move to adopt Resolution No. 2014-11.

**CITY OF KODIAK
RESOLUTION NUMBER 2014-11**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING AMENDMENT NO. 1 TO THE ALASKA MUNICIPAL MATCHING GRANT PROGRAM, GRANT NO. 50339, FROM THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE DESIGN AND CONSTRUCTION OF THE MONASHKA PUMPHOUSE REPLACEMENT

WHEREAS, the State of Alaska, Department of Environmental Conservation has appropriated additional Municipal Matching Grant funds in the amount of \$1,465,534 toward Grant No. 50339 to the City of Kodiak to be applied toward the design and construction of the Monashka pumphouse replacement project; and

WHEREAS, the City of Kodiak formally requested the grant and thereby agrees to the terms and conditions of the grant and to adhere to any governing State regulations; and

WHEREAS, the City of Kodiak agrees to utilize the grant funds for the design and construction phase of this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska that the City of Kodiak formally accepts Amendment No. 1 to the State of Alaska, Department of Environmental Conservation Grant No. 50339 in the amount of \$1,465,534, accepts the conditions of the grant agreement, and authorizes the City Manager to execute the necessary grant documents on behalf of the City.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:



THE STATE
of ALASKA
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF WATER

Post Office Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5300
Fax: 907.465.5177



January 14, 2014

Ms. Aimee Kniazowski
City Manager
City of Kodiak
P.O. Box 1397
Kodiak, AK 99615

Dear Ms. Kniazowski:

Enclosed for signature is Grant Amendment # 1 for the Kodiak – Monashka Pumphouse Upgrade Design Project # 50339. This amendment increases the grant award, amends the scope of work and updates one of the General Grant Conditions, Item 12 (Project End Date).

If satisfactory, please sign and return the original, along with a formal resolution. In the resolution the Grantee must agree to accept responsibility to operate and maintain the proposed water utility improvements and agree to the terms and conditions of this grant amendment.

Please return the signed original of Amendment # 1 (and resolution) to the following address:

Alaska Department of Environmental Conservation
Division of Water, Municipal Matching Grants & Loans Program
Attn: MAT (Municipal Administrative Team)
P.O. Box 111800
410 Willoughby Avenue, Suite 303
Juneau, AK 99811-1800

Sincerely,

Michelle Bonnet Hale
Director

Enclosure: Amendment # 1 (MMG#50339)



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

**Department of Environmental
Conservation**

DIVISION OF WATER

Post Office Box 111800
Juneau, Alaska 99811-1800
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January 14, 2014

Ms. Aimee Kniazowski
City Manager
City of Kodiak
P.O. Box 1397
Kodiak, AK 99615



Grant Offer Amendment # 1: Kodiak – Monashka Pumphouse (MMG#)

Dear Ms. Kniazowski:

In accordance with AS 46.03.030, the Department of Environmental Conservation (Department) is pleased to offer the City of Kodiak (Grantee) a grant increase of funds not to exceed \$1,465,534.

This increase, when added to the previous grant of \$420,000 brings the total grant on this project to \$1,885,534.

The scope of work currently reads as follows:

This grant will include the necessary planning and design needed to construct upgrades addressing serious deficiencies at the Monashka Pumphouse which is the City of Kodiak's main water source.

Amendment # 1 amends the scope of work to read as follows:

This grant will include planning, design, and construction of a new Monashka Pumphouse, along with other necessary work, in order to address serious structural deficiencies at the existing Pumphouse which is the City of Kodiak's main water source.

The estimated cost for this project, as provided by the Grantee, is \$6,604,500. However, pursuant to AS 46.03.030(e), the grant amount is limited to the available appropriation of \$1,885,534, and 70 percent of eligible project costs. To receive the full amount of grant funding available, eligible project costs must total at least \$2,693,620 (70 percent of this amount is equal to the funding available in this grant.)

This grant is administered by the Department using funds which were originally included in the State fiscal year 2012 capital budget bill (SB46). However, these funds (\$1,885,534) were later re-appropriated in the State fiscal year 2014 capital budget bill (SB18).

This grant is 100% funded by state general funds.

This offer is expressly conditioned upon the terms and limitations contained herein, in the original October 29, 2012 grant offer, in 2 AAC 45.010 (enclosed), in 18 AAC 73 (enclosed), and is based upon estimated eligible project costs as itemized below:

Project Cost Summary	Estimated Eligible Project Costs Original	Estimated Eligible Project Costs Amend # 1
1. Administrative	\$10,000	\$100,000
2. Engineering Design	\$570,000	\$399,500
3. Engineering Construction	\$0	\$1,100,000
4. Construction	\$0	\$4,690,000
5. Equipment	\$0	\$0
6. Other "Planning Reports/Feasibility Studies	\$20,000	\$315,000
7. Project Contingencies	\$0	\$0
8. Total Estimated Eligible Project Costs	\$600,000	\$6,604,500
9. State Grant	\$420,000	\$1,885,534

Adjustment of expenditures within the budgeted cost items is allowed. If actual project costs are less than the total estimated eligible matching costs, the grant will be reduced to the extent necessary to comply with the percentage limitation set forth in this offer.

Grant payments will be made when expenses have been incurred and documentation has been provided to the Department along with the payment request form, unless a payment schedule is established as a special condition of this grant. Payments will normally be made monthly, but no more frequently than twice per month. All requests for payment must be submitted on the enclosed Request for Payment form. The Request for Payment form can also be found at:

<http://dec.alaska.gov/water/munigrant/forms.html>.

The Grantee should scan the Request for Payment Form and backup documentation and e-mail it both to the project engineer for eligibility review, and to the Municipal Administrative Team (MAT) at:

beth.verrelli@alaska.gov
DEC.Water.MGL.MAT@alaska.gov

Mail the original signed Request for Payment Form to the address noted below; backup documentation to the pay request does not need to be mailed.

If the Grantee does not have scanning capability, the Request for Payment Form and backup documentation should be mailed to:

Alaska Department of Environmental Conservation
Division of Water, Municipal Matching Grants & Loans Program
Attn: MAT (Municipal Administrative Team)
P.O. Box 111800
410 Willoughby Avenue, Suite 303
Juneau, AK 99811-1800

Pay request(s) totaling less than one thousand dollars will be held for payment until the one thousand dollar threshold is met. Upon the threshold being met, the Department will proceed with payment.

GENERAL GRANT CONDITIONS

Amendment # 1 amends General Grant Condition # 12 “Project End Date” to read as follows:

12. Funds made available to a grantee under a fully executed signed grant agreement by the Department shall be expended within three years from the start of the fiscal year in which the funds were appropriated. Up to two, one-year extensions may be granted by the Department upon written request and good cause shown by the grantee. The Department may cancel the project and seek to have the funds re-appropriated for other projects.

State Fiscal Year 2014 funds (\$1,885,534) must be spent by June 30, 2016.

SPECIAL GRANT CONDITIONS

None.

By accepting this grant amendment, the Grantee agrees to comply with the procedures and requirements contained in the Construction Grants Regulations (18 AAC 73 appended), as well as all grant conditions contained herein and in the original grant offer dated October 29, 2012.

Please carefully review this grant amendment, the related grant conditions, and the enclosed regulations. If satisfactory, sign and return the original, along with a formal resolution accepting the grant enacted by the City of Kodiak.

In the resolution the Grantee must agree to accept responsibility to operate and maintain the proposed water utility improvements and agree to the terms and conditions of this grant amendment.

Mail signed originals (grant amendment and resolution) to the following:

Alaska Department of Environmental Conservation
Division of Water, Municipal Matching Grants & Loans Program
Attn: MAT (Municipal Administrative Team)
P.O. Box 111800

410 Willoughby Avenue, Suite 303
Juneau, AK 99811-1800

Acceptance of the grant amendment is required within six months to prevent revocation of the offer. No progress payments can be made until this grant offer is signed by the Grantee and returned to the Department. Nothing in this offer, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until a resolution of acceptance has been received.

The Department is pleased to offer this assistance to the people of Kodiak.

Sincerely,



Michelle Bonnet Hale
Director

Enclosures: 2 AAC 45.010
18 AAC 73.010 Construction Grant Project Eligibility
Request for Payment

cc: The Honorable Gary Stevens, Alaska State Senate
The Honorable Alan Austerman, Alaska State House of Representatives
Beth Verrelli, ADEC Project Engineer

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Alaska Department of Environmental Conservation

Luke Canady

Finance Officer

Typed Name

Title

Date

Signature

City of Kodiak

AIMÉE KNIAZIOWSKI

CITY MANAGER

Typed Name

Title

Date

Signature



**STATE OF ALASKA
MUNICIPAL GRANTS PROGRAM
REQUEST FOR PAYMENT**

Tracking Number: _____
(Internal Use Only)

Project Name: _____ Grant Type: _____

Grant Recipient Name: _____ Grant Number: _____

Grantee Address _____ City _____ State _____ Zip _____

Payment Request Number: _____ Grant Period covered under this Payment Request: _____

SUMMARY OF EXPENSES CLAIMED

Final Pay Request: (Check box if all project expenses are declared below.)

COST CLASSIFICATION	Awarded Grant Amount	Cumulative Past Pay Requests	Current Pay Request	Total Eligible Expenditures
1. Administration:				
2. Legal:				
3. Engineering Design:				
4. Engineering Construction:				
5. Construction				
6. Equipment				
7. Other				
8. Contingencies				
9. Total ADEC Eligible Costs				
10. Other Funding Sources				
11. ADEC Eligible Grant (Percentage of Line 9): *60% <input type="checkbox"/> 70% <input type="checkbox"/> 85% <input type="checkbox"/>				

*Grants Issued after July 1, 2008

I certify to the best of my knowledge and belief that the amount of this reimbursement is in accordance with the terms of the grant offer; that this request for payment represents the correct ADEC Grant share due which has not been previously paid; and that the work has been completed in accordance with approved Plans and Specifications. The subject project is now approximately _____ % complete.

Typed or printed name Title Date

All hard-copy loan applications, pay requests, or other forms may be sent electronically to DEC.Water.MGL.MAT@alaska.gov or mailed to:

Signature

State of Alaska
DEC/Division of Water
Municipal Grants and Loans
P.O. Box 111800
Juneau, AK 99811
Attn.: MAT (Municipal Administration Team)

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Charlie Powers, Parks and Recreation Director

Date: March 13, 2014

Agenda Item: V. b. **Resolution No. 2014–12, Authorizing the Issuance of a Permit to the High School Soccer Team for the Use of Public Property for Its Soccer Clinic Fundraiser**

SUMMARY: The high school soccer coach, Eric Waltenbaugh, requested the use the Baranof Park turf field to run a soccer clinic and lessons on March 21 and March 22 as a fundraiser. The purpose is twofold – to promote the sport and use of the field and to raise money for the high school soccer team. The soccer team is a club sport that is completely self-funded. The team raises money to cover the cost of travel and other costs. Staff recommends Council approve this fundraiser by adopting Resolution No. 2014–12.

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

DISCUSSION: The high school soccer team began in 2011. The team first traveled to the peninsula to scrimmage in two games last spring. Since it is a club sport, all expenses are met with self-generated funds.

City staff supports the soccer team and the coach's efforts to promote soccer in the community and to raise funds for the team and recommends that Council adopt the resolution to authorize the use of the Baranof Park synthetic field(s).

ALTERNATIVES:

- 1) Adopt Resolution No. 2014–12, which staff recommends, because it promotes the use of the City's fields and helps the high school team meet their expenses.
- 2) Do not adopt the resolution, which is not recommended, because it would not show support for the efforts of the high school team and would impact their opportunity to raise money for their program.

FINANCIAL IMPLICATIONS: There are no financial implications involved in allowing this permitted use.

STAFF RECOMMENDATION: Staff recommends Council approve the high school soccer team's use of the City's soccer courts to provide a soccer clinic and lessons and offset their travel and other expenses by adopting Resolution No. 2014-12.

CITY MANAGER'S COMMENTS: Council routinely authorizes the use of City property for fundraising activities, especially activities that benefit high school student athletic groups. The high school soccer team is entirely self-supporting and relies on fundraisers to cover travel and other team-related expenses. I support the soccer team's efforts to conduct a soccer clinic to raise money to cover their team's expenses and recommend Council adopt Resolution No. 2014-12.

ATTACHMENTS:

Attachment A: Resolution No. 2014-12

Attachment B: Letter from Eric Waltenbaugh, dated March 3, 2014

Attachment C: Soccer Clinic Flyer

PROPOSED MOTION:

Move to adopt Resolution No. 2014-12.

**CITY OF KODIAK
RESOLUTION NUMBER 2014-12**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE ISSUANCE OF A PERMIT TO THE HIGH SCHOOL SOCCER TEAM FOR THE USE OF PUBLIC PROPERTY FOR ITS SOCCER CLINIC FUNDRAISER

WHEREAS, the Kodiak High School Soccer Team (Team) is a self-funded team affiliated with the Kodiak High School; and

WHEREAS, the Team is sponsoring a soccer clinic for the Kodiak community to raise funds for team travel and to purchase soccer equipment; and

WHEREAS, the Team has requested use of the Baranof Park soccer field(s) on March 21 and 22, 2014, and will charge a fee and/or request donations; 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.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a permit be issued, with the permit fee waived, to the Kodiak High School Soccer Team as provided in section 5.04.050(b) and (d) of the City Code for use of public property for its 2014 soccer clinic on the condition that the Team 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 event sponsors shall coordinate the event with the Kodiak Parks and Recreation Director.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Date: 3 March 2014

To: City of Kodiak
722 Mill Bay Rd
Kodiak, AK 99615

From: Eric Waltenbaugh
Kodiak High School Soccer Team
PO Box 2244
Kodiak, AK 99615
Phone: 907-299-1055
E-Mail: ewaltenbaugh01@kibsd.org

Re: Use of Baranof Park Soccer Field

Dear Mayor Branson,

My name is Eric Waltenbaugh and I am the coach for the Kodiak High School Soccer Team. This program is a growing sport at the high school and currently has a membership of some 40+ students. The season runs from March through May.

I began coaching willing students 2 years ago during lunch in the gym as there were a core group of interested students. Last year, that group grew, and we raised money to take a co-ed team to the peninsula to play 3 scrimmage matches. This year we will have separate boys and girls teams. Several teams have expressed interest in coming to Kodiak to play both our boys and girls teams. In addition, we are planning on making another trip to the peninsula to play more matches.

Though the team is affiliated with Kodiak High School we are currently entirely self-funded. We raise money entirely through our own efforts including bake sales, garage sales, gift wrapping, tamale sales, concessions work, etc. Last year we received some support from the Kodiak High School Booster Club to make our trip happen. Another possible source of funding will be to put on a clinic for the greater Kodiak Community for a fee and/or donations.

As such I am requesting the use of the Baranof Park Soccer Field for this purpose. The clinic will be planned for March 21st and 22nd, 2014.

The team appreciates your consideration of this request and I will be happy to answer any questions you may have about this fundraiser.

Sincerely,

Eric Waltenbaugh
Kodiak High School Soccer Team
Head Coach

Youth Soccer Clinic

All proceeds benefit the KHS soccer program



March 21st – 22nd, 2014

4-7 year olds 10:00 am – 11:00am (\$15 for 2 days)
 8-11 year olds 11:15am – 12:30pm (\$20 for 2 days)
 12-14 year olds 1:00 am – 3:00pm (\$35 for 2 days)

Clinic will be held at Baranof Field weather permitting; otherwise we will be at North Star Elementary Gym.

Kodiak High School soccer players will train youth in fundamental skill development and game play.

- **Please bring a water bottle and dress appropriately for the weather**

Sign up early and receive a free soccer ball while supplies last!

Soccer balls donated by Rhino Tire!

Contact Cindy Bradley for more information or to reserve your spot today!



Cindy Bradley

Soccer Clinic Organizer

| (907) 654-9872

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Glenn Melvin, City Engineer 
Date: March 13, 2014

Agenda Item: V. c. **Authorization of Amendment No. 1 to Professional Services Contract for Preliminary Design and Permitting of Snow Dump Storage Yard, Project No. 13-07/5030**

SUMMARY: In January 2013, Council approved DOWL HKM to perform a snow disposal site selection study. DOWL completed the study and presented the results to Council at the January 14, 2014, work session. Council agreed that Site 12, the old Lower Reservoir site, was the best location for the new snow disposal site. The next step is to proceed with Phase 1 65 percent design, environmental permitting, and geotechnical investigation services for Site 12. Staff recommends that Council authorize Amendment No. 1 to the professional services contract for preliminary design and permitting of the snow dump storage yard, Project No. 13-07/5030, with DOWL HKM in the amount of \$44,500, with funds coming from the Street Improvement Capital Fund.

PREVIOUS COUNCIL ACTION: At the December 11, 2012, City Council work session, staff gave Council an update about having been contacted by ADEC regarding the City's snow dumping practices in the harbor and the approach proposed to ADEC as well as a plan to work toward a long-term solution to meet compliance with current regulations.

On January 24, 2013, Council approved authorization of a professional services contract with DOWL HKM for Preliminary Design of Snow Dump Storage Yard, Project No. 13-07/5030, in the amount of \$67,860, with funds coming from the Street Capital Improvement Fund.

On January 14, 2014, DOWL made a presentation to Council reporting that the Lower Reservoir, Site 12, was the preferred site for a snow dump storage yard.

DISCUSSION: During the initial project scope DOWL evaluated all of the potential locations within close proximity of the City's snow hauling operation that met the two acre minimum size required and narrowed the selection to three viable sites.

1. Site 12 is the old Lower Reservoir area located below the water plant and is roughly 143 acres of City-owned property.
2. Site 58 is the City impound yard off of Selief Lane and is approximately 2.1 acres owned by the City.
3. Site 80, privately owned, is approximately six acres between Safeway and VonSheele.

DOWL made a presentation to Council at the January 14, 2014, work session indicating that Site 12 was the best alternative for the snow disposal site.

In April 2013 Council approved initial work with DOWL to use the old rock quarry on Pillar Mountain as a disposal site for waste soils. While studying both projects concurrently, it became apparent that Site 12 could be used for waste soils disposal as well as snow disposal. This approach was discussed with DOWL and it was agreed there was no need to continue with the Pillar Mountain project if Site 12 was suitable for both waste soils and snow disposal. Staff directed DOWL to stop work on the Pillar Mountain project and focus on moving forward with Site 12 to develop a disposal site for both snow and waste soils.

Site 12 can be developed as a fill pad area for snow disposal by using waste soil materials from City construction projects. This will reduce the development cost of the snow disposal yard and provide a convenient location for contractors working for us to dispose of waste soils from City construction projects.

DEC permitting costs and SWPPP operational costs will be reduced by utilizing one location for the two disposals. The size of the area available for snow disposal will increase as the City continues to use the site for waste soil disposal from City projects.

Staff requests Council authorize contract Amendment No. 1 with DOWL to fund Task 1-A 65 percent Design, Task 2 Environmental Permitting, and Task 3 Geotechnical Investigation at the identified cost of \$44,500 and start permitting immediately. This timeframe should allow the City to be ready to use the area for disposal of waste soils removed during the Aleutian Homes Phase V Water and Sewer project scheduled to be constructed this summer.

ALTERNATIVES:

- 1) Authorize Amendment No. 1 to the DOWL contract for permitting and design of Site 12 as a combined site for both snow disposal and waste soils removed from City projects, which is the staff recommendation.
- 2) Do not authorize the amendment and continue to develop both the soil disposal site and snow storage site. This would increase cost of development as well as increased cost of permitting, operating, and maintaining two separate sites. This option is not recommended.

FINANCIAL IMPLICATIONS: Funding for the snow storage site was included in the FY2013 Streets Capital Improvement project budget, Preliminary Design of Snow Dump Storage Yard, Project No. 5030. This funding is now depleted, and we need to amend the contract with DOWL to keep the project moving forward.

Funding for Pillar Mountain Reclamation Fill Site, Project No. 13-09/5033, was added at the FY2013 mid-year supplemental budget. This project has \$44,891 available. This project can be placed on hold

and the needed funds transferred to the Preliminary Design of Snow Dump Storage Yard, Project No. 5030.

DOWL has prepared a proposal labeled (Attachment A) identifying phases and tasks that allow the project to move forward in phases. The proposed fees include Phase 1 services for \$44,500 and Phase 2 services for \$33,600. We are requesting Phase 1 funding now and future Phase 2 funding to be included in the FY2015 budget.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends that Council approve Amendment No. 1 to the Preliminary Design and Permitting of Snow Dump Storage Yard, Project No. 13-07/5030 with DOWL HKM in the amount of \$44,500, with funds coming from the Streets Improvement Capital Fund.

CITY MANAGER'S COMMENTS: I support the staff recommendation that we proceed with the permitting and preliminary design for the project. I also support the staff recommendation that we combine both the waste soil site and the snow storage site into one project, because it reduces costs and provides us with a site that works for both functions. I recommend Council authorize Amendment No. 1 to the DOWL contract to begin this next phase of work as identified in the memo.

ATTACHMENTS:

Attachment A: DOWL HKM City of Kodiak Snow Disposal Site Proposal for Design and Permitting Services dated January 23, 2014

Attachment B: Amendment No. 1 to Agreement for Professional Services between DOWL HKM and City of Kodiak

PROPOSED MOTION:

Move to authorize Amendment No. 1 to the Professional Services Contract for Preliminary Design and Permitting of Snow Dump Storage Yard, Project No. 13-07/5030, with DOWL HKM in the amount of \$44,500, with funds coming from the Streets Improvement Capital Fund and authorize the City Manager to sign the agreement on behalf of the City.

**City of Kodiak
AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

**Between
CITY OF KODIAK
and
DOWL HKM**

AMENDMENT NO. 1

Project Name: Snow Dump Storage Yard

Project No.: 13-07/5030

Effective Date of Agreement: February 7, 2013

The above agreement is hereby amended as follows:

SCOPE OF SERVICES

The Scope of Services currently authorized to be performed by the ENGINEER in accordance with the agreement and previous amendments, if any, is modified as follows:

- A. The ENGINEER shall perform the Additional Scope of Services set forth in Appendix A, which consists of the ENGINEER’s proposal letter dated January 23, 2014.

TIME FOR PERFORMANCE

- A. This AMENDMENT becomes effective when signed on behalf of the CITY.
- B. The ENGINEER shall promptly commence performance of the work described in Appendix A and shall complete that performance on or before October 15, 2014 following the schedule set forth in Appendix A.

COMPENSATION

- A. Subject to the ENGINEER’s performance of the Additional Services, the CITY shall pay the ENGINEER an additional amount of no more than \$44,500.00 as set forth in Appendix A.

B. Compensation Summary

a. Original Agreement Amount:	\$	67,860.00
b. Total of Prior Amendments:	\$	0.00
c. This Amendment Amount:	\$	44,500.00
d. Adjusted Agreement Amount:	\$	112,360.00

SIGNATURES

A. The City of Kodiak and ENGINEER hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Appendix A, Additional Scope of Services

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date shown below.

CITY OF KODIAK

DOWL HKM

Aimée Kniaziowski
City Manager

Aaron Christie, P.E.
Project Manager

Date

Date

ATTEST

ATTEST

Debra Marlar
City Clerk

Name

Title

Date

Date



January 23, 2014
W.O. 01100

Mr. Mark Kozak
Director, Public Works
City of Kodiak
2410 Mill Bay Road
Kodiak, Alaska 99615

Subject: City of Kodiak Snow Disposal Site
Proposal for Design and Permitting Services

Dear Mr. Kozak:

DOWL HKM is pleased to submit a proposed scope of work and budget for design and permitting of the Kodiak snow disposal site. DOWL HKM completed a site selection process that led to the City Council's preliminary approval of a portion of lot *Township 27 South, Range 10 West, Seward Meridian* to be used for snow disposal. This scope assumes that the City Council will issue a final approval to move forward with this site.

SCOPE OF WORK

For completion of this effort, DOWL HKM will complete the following tasks:

- Task 1- Design
- Task 2- Environmental Permitting
- Task 3- Preliminary Geotechnical Investigation
- Task 4- Stormwater Pollution Prevention Plan
- Task 5- Public Involvement

Task 1 – Design

DOWL HKM will develop design drawings, specifications, and bid documents for the selected snow disposal site. This task will be broken out into 3 sub-tasks.

- Task 1-A: 65% Design Drawings
- Task 1-B: 95% Design Drawings
- Task 1-C: Construction Drawings

Drawings and specifications for each of the sub-tasks will include:

- site grading details
- pad construction details
- specifications for incorporating demolition waste material from other construction projects
- site-access details
- site security details and signage
- stream protection details

Assumptions

- This scope does not include groundwater monitoring.
- Based on discussions with the Kodiak Island Borough, re-zoning or conditional use permits will not be required.
- The anadromous stream will not require re-location.
- This scope does not include bidding assistance or construction administration services.
- The 65% design will be completed using DOWL HKM's existing topographic data (accurate to approximately 2 feet in the vertical plane). After receiving a topographic survey from the City, DOWL HKM will advance the design to a 95% level for City review. Following City review and approval, DOWL HKM will issue construction drawings.

Task 2 – Environmental Permitting

Permitting efforts for this project will include:

- A Section 404 Wetlands Permit from the U.S. Army Corps of Engineers (USACE)
- A Bald Eagle Survey
- A Title 16 Fish Habitat permit from the Alaska Department of Fish and Game (ADF&G).

Field determinations of wetlands will be performed according to the three-parameter approach, using vegetative, pedologic, and hydrologic characteristics, as described in the USACE 1987 Wetlands Delineation Manual and 2007 Alaska Regional Supplement.

DOWL HKM will use the methods outlined by the USACE 2009 Alaska District Regulatory Guidance Letter (RGL 09-01) to complete a functional assessment and to assist in developing a mitigation plan. Once the draft report is reviewed and approved, DOWL HKM will work with the City of Kodiak to obtain a jurisdictional delineation (JD) from the USACE. DOWL HKM staff will work with project engineers to develop a Section 404 permit, which will include permit drawings, calculations, and an alternatives analysis to demonstrate how the project has, wherever practicable, avoided and minimized impacts to wetlands.

One memorandum will be submitted to the United States Fish and Wildlife Service (USFWS) summarizing the results of the eagle nest survey via maps and narrative descriptions. The memorandum will include recommendations for further actions, if warranted.

Assumptions

- Section 404 Permit:
 - The wetland delineation assumes that there will be one overnight trip to Kodiak and that the area to be delineated does not exceed 10 acres.
 - Mitigation will be achieved through in-lieu fees; the cost estimate does not reflect these fees.
 - If USACE staff requests a site visit after fieldwork is complete, to streamline their review of our mapping, it may delay their JD.
- The Bald Eagle survey is based on the assumption that the survey will be pedestrian-based.
- Title 16 permit completion is based on the assumption that no fish survey, floodplain impacts analysis, or hydraulic analysis will be requested by the ADF&G.

Task 3 – Preliminary Geotechnical Investigation

During the field investigation, DOWL HKM proposes to excavate four to six test pits, within the proposed snow storage area and dilution pond, to depths of 5 feet to 10 feet below the ground surface and to perform up to two infiltration tests, where feasible. We understand portions of the site are wet and soft; therefore, we also plan to perform hand-dug and peat probes in areas inaccessible with heavy equipment.

Test pits and peat probes will be used to correlate subsurface conditions at depth(s) across the site. Infiltration testing will be performed in accordance with American Society for Testing and Materials (ASTM) International D3385, using a Turf-Tec Infiltrometer for fine-grained soils and/or Turf-Tec Infiltration Rings for coarse-grained material.

Test pits will be excavated using a tracked excavator and operator provided by the City of Kodiak. Grab samples, of representative soil layers and where infiltration testing is completed, will be obtained in each test pit. Test pits and peat probes will be completed and logged by two DOWL HKM geologists/engineering technicians who will mobilize to the site.

Laboratory testing on samples recovered will be performed in our laboratory, to classify the soils and determine their basic engineering properties. Additional testing consisting of mechanical analyses will also be performed in our Anchorage laboratory.

Once the investigation has been completed, we will issue a letter report describing the exploration and findings. The report will include a vicinity map, sketch of test pit locations, detailed graphic logs of the test pits, laboratory test results, and infiltration test measurements.

Assumptions

The fee quoted is based on anticipated soil conditions, the scope of work described above, and the following assumptions. If you have any additional information regarding the site conditions, if you would like the scope expanded, or if any of these assumptions are incorrect, please contact me, so that the scope and fee(s) can be revised accordingly.

- The client will assist with legal entry and access onto the site for DOWL HKM to perform the exploration.
- Locating test pits with a handheld global positioning system (GPS) or by measuring with a cloth tape from existing site features is sufficiently accurate for the purposes of this exploration.
- The fieldwork will be completed during thawed ground conditions.
- Test pits will be excavated using a track-mounted excavator and an operator provided by the City of Kodiak at no cost to DOWL HKM.
- The site is accessible with a tracked excavator.
- Tree clearing, as needed, to access test pit locations, is allowed.
- Backfilling test pits before leaving the site will be sufficient.
- Utility location will be requested through Alaska Digline and local utility companies; however, any private on-site utilities will be located by the owner prior to excavation.
- Standby fees may be invoiced in addition to the proposed lump-sum fee. Standby fees would only be charged for delays caused by weather or other circumstances beyond our control. Standby fees will be assessed at an additional \$100 per hour plus reimbursable expenses for the engineer/geologist.

Task 4 – Storm Water Pollution Prevention Plan (SWPPP)

A SWPPP is required because the project site is equal to, or greater than, one acre. We will assist both the City and the Contractor in complying with local state and federal Alaska Pollutant Discharge Elimination System (APDES) requirements for construction activities. We will prepare and submit the Notice of Intent (NOI) form and contact the appropriate agencies for concurrence regarding endangered species and historic properties, as required. We will propose measures to reduce degradation of water quality from construction runoff, in both our design and the SWPPP.

Task 5- Public Involvement (Time and Materials)

We recognize public involvement is not explicitly part of this scope of work; however, we request authorization to set up a task for public involvement, should the City of Kodiak request that public meeting(s) be added to the scope. This would include providing updated status reports to the City Council on an as-needed basis.

SCHEDULE

We understand the City of Kodiak representatives would like to begin using the snow disposal site during the winter of 2015-16. It is also our understanding that the City of Kodiak will be contracting the construction of Aleutian Homes Phase V- Segment B this summer and that it will be possible to use unsuitable excavated materials from this project as fill for the snow-disposal site. To fully take advantage of this opportunity, we understand the City needs a permitted site prior to the end of the 2014 construction season (approximately October 15). With this understanding, we propose the following schedule:

Milestone	Completion Date/Schedule
Notice-to-Proceed (NTP)	
65% Design	Four (4) weeks after NTP
Geotechnical Investigation	Start of Growing Season
Geotechnical Summary of Findings	Three (3) weeks after field work
Wetlands Delineation and Bald Eagle Survey	Start of Growing Season
File Environmental Permits	Two (2) weeks after completion of field work
95% Design	Two (2) weeks after receiving topographic survey
100% Design	Two (2) weeks after receiving approval on 95% design drawings

PROPOSED FEE

Based on conversations with the City, DOWL HKM proposes a two-phase Notice-To-Proceed (NTP). Total estimated fee is \$78,100. Table 1 summarizes our Phase-1 NTP and Table 2 summarizes our Phase-2 NTP.

Table 1: Phase 1- Notice-to-Proceed Fee Proposal

Task	Fee
Task 1-A: 65% Design (Lump Sum)	\$7,700
Task 2: Environmental Permitting (Lump Sum)	\$27,000
Task 3: Geotechnical Investigation (Lump Sum)	\$9,800
Total	\$44,500

Table 2: Phase 2- Notice-to-Proceed Fee Proposal

Task	Fee
Task 1-B: 95% Design (Lump Sum)	\$14,300
Task 1-C: 100% Design (Lump Sum)	\$8,000
Task 4: SWPPP (Lump Sum)	\$4,300
Task 5: Public Involvement (Time and Materials)	\$7,000
Total	\$33,600

Mark Kozak, Director, Public Works
City of Kodiak
January 23, 2014
Page 6

Thank you again for considering DOWL HKM for this design and permitting project. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Sincerely,
DOWL HKM



Aaron R. Christie, P.E.
Project Manager

D01100.Kozak.ARC.CAN.012314.lej

Attachment: Detailed Fee Estimate

This proposal/agreement and the Standard Contract Terms and Conditions are accepted, and DOWL HKM is authorized to proceed with the work.

Signature

Date

DOWL HKM ESTIMATE FOR PROFESSIONAL SERVICES									
PROJECT:	Project Name								
	Snow Disposal Site Design								
CLIENT:	City of Kodiak								
PROJECT SUMMARY									
TASK 1	Site Design								Cost = \$30,000
TASK 2	Environmental Permitting								Cost = \$27,000
TASK 3	Geotechnical Investigation								Cost = \$9,800
TASK 4	Storm Water Pollution Prevention Plan								Cost = \$4,300
TASK 5	Public Involvement (Time and Materials)								Cost = \$7,000
TOTAL COST									\$78,100

	Sub-task I-A	Sub-task I-B	Sub-task I-C	TOTALS
Task	Task	Task	Task	Task
Project Management	Project Management	Project Management	Project Management	Project Management
Project Management	2	2	2	
Access Road Specifications and Design Details	2	6	8	
Grading Plans	2	8	8	
65% Design Submittal (drawings, and specifications)	2	8	8	
QA/QC	2	24	4	
Subtotal - Hours	8	24	24	0
Subtotal - Costs	\$1,440	\$2,880	\$2,280	\$0
Project Management	4	2	4	
Access Road Specifications and Design Details	8	8	8	
Fencing and Signage Details	2	16	2	
Grading Plans	8	8	4	
Stream protection Details	4	4	4	
Demolition Waste Specifications	4	4	4	
95% Design Submittal (drawings, and specifications)	14	54	30	
QA/QC	2,520	\$6,480	\$2,850	
Subtotal - Hours	2	2	2	
Subtotal - Costs				
Project Management				
GIS Technician				
AutoCAD Technician				
Hydrologic Engineer				
Project Engineer				
Admin				
TOTALS				\$7,700

DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT:	Project Name	Client	Project Manager	Environmental Scientist	Environmental Scientist	Environmental Scientist	Environmental Scientist	GIS	AutoCad	Admin	Expenses (Include 10% mark-up)	TOTALS
	Snow Disposal Site Design	City of Kodiak										
	Revisions based on City comments											
	100% Design Submittal (drawings, and specifications)		4	12	8	4	12		4			
	QA/QC		4	12		4	12		4			
	Subtotal - Hours		10	22		4	24	0	8			
	Subtotal - Costs		\$1,800	\$2,640	\$720	\$2,280	\$0	\$640				\$8,000
	TASK Subtotal - Hours		32	100	18	78	4	16				226
	TASK Subtotal - Costs		\$5,760	\$12,000	\$3,240	\$7,410	\$380	\$1,280				\$29,990.00

TASK 2:	Environmental Permitting	Hourly Rate	Project Manager	Environmental Scientist	Environmental Scientist	Environmental Scientist	Environmental Scientist	GIS	AutoCad	Admin	Expenses (Include 10% mark-up)	TOTALS
	USACE 404											
	Wetlands Delineation and Report		2	15	68	10	10			10		
	Permit Application		5	35	35	15	15		5			
	Eagle Nest Survey			6								
	Title 16 (ADF&G)		10		35	5	5					
	Reimbursables											
	Lodging										\$300	
	Parking, Misc.										\$50	
	Airfare										\$1,000	
	Air Freight											
	Subtotal - Hours		17	15	109	35	30		10	10		0
	Subtotal - Costs		\$3,060	\$1,800	\$11,990	\$3,850	\$3,150		\$1,000	\$800	\$1,485	\$27,135

TASK 3:	Geotechnical Investigation	Hourly Rate	Geotechnical Engineer	Field Geologist/Engineer	Field Geologist	AutoCad	Admin	Expenses (Include 10% mark-up)	TOTALS
	Geotechnical Project Management		1	2					
	Geotechnical Mobilization & Demobilization		6	6					
	Geotechnical Travel		6	6					
	Geotechnical Utility Locates/Coordination		6	6					
	Geotechnical Engineering/Report Preparation		4	12	2	4	4		
	Test Hole Logging/Field Data Collection			8					
	Laboratory Testing								
	Visual Class. Moisture Content, Dry Shr. (12 @ \$13 each)								\$156
	Sieve Analyses (4 @ \$130 each)								\$520
	Limited Mechanical Analysis (6 @ \$65 each)								\$390
	Reimbursables								\$50
	PVC Pipe @.1/foot								

DOWL HKM

ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT:	Project Name	Project Manager	Project Engineer	Hydrologic Engineer	AutoCAD Technician	Admin Assistant	Expenses (Include 10% mark-up)	TOTALS
	Snow Disposal Site Design							
CLIENT:	City of Kodiak							
	Parking, Misc. (2x)						\$50	
	Airfare (2x)						\$1,000	
	Air Freight						\$150	
	Per Diem (2x)						\$136	
	Car Rental						\$100	
	<i>Subtotal - Hours</i>	5	40	14	4	4		67
	<i>Subtotal - Costs</i>	\$825	\$4,000	\$1,400	\$400	\$380	\$2,807	\$9,812

TASK 4	Labor Category	Project Manager	Project Engineer	Hydrologic Engineer	AutoCAD Technician	Admin Assistant	TOTALS
	Hourly Rate	ARC	EM	BMM	ADS	LJ	
		\$180.00	\$120.00	\$180.00	\$95.00	\$80.00	
	<i>Storm Water Pollution Prevention Plan</i>						
	Information Gatherings		1				
	Preparing Monitoring Plan		1				
	Preparing Site Map		1		2	8	
	Appendices Preparation		4	1			
	Text Preparation		10	4			
	Contact Regulation Agencies		1				
	Prepare Notice of Intent		1				
	Prepare Submittal to EPA and ADEC		1				
	QA/QC	1					
	<i>Subtotal - Hours</i>	1	20	5	2	8	36
	<i>Subtotal - Costs</i>	\$180	\$2,400	\$900	\$190	\$640	\$4,310

TASK 5	Labor Category	Project Manager	Project Engineer	Hydrologic Engineer	AutoCAD Technician	Admin Assistant	TOTALS
	Hourly Rate	ARC	CAN	BMM	ADS	LJ	
		\$180.00	\$120.00	\$180.00	\$95.00	\$80.00	
	<i>Public Involvement (Time and Materials)</i>						
	(2x) PowerPoint Presentation Preparation	2	12			6	
	(2x) Meeting Handouts, Sign In Sheets		4				
	Attendance of two council meetings	16					
	<i>Reimbursibles</i>						
	Airfare (2x)						\$1,000
	Parking, Per Diem, Miscellaneous Costs						\$160
	<i>Subtotal - Hours</i>	19	16	0	0	6	41
	<i>Subtotal - Costs</i>	\$3,420	\$1,920	\$0	\$0	\$480	\$1,276
							\$7,096

DOWL HKM STANDARD CONTRACT TERMS AND CONDITIONS (Alaska)

SECTION 1 - SERVICES OF DOWL HKM

A. Basic Services

DOWL HKM shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL HKM's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL HKM's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL HKM to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL HKM, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL HKM will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL HKM will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL HKM's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition DOWL HKM may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL HKM's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL HKM whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL HKM's Scope of Services or any defect in the Services of DOWL HKM or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL HKM and DOWL HKM's sub consultants to enter upon public or private property as required for DOWL HKM to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL HKM

A. Independent Contractor

DOWL HKM is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL HKM shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL HKM will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL HKM cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

C. Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of DOWL HKM's work. DOWL HKM shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.

D. Publicity

DOWL HKM will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.

E. Insurance

DOWL HKM will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL HKM's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

F. Compliance with Laws

DOWL HKM will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

DOWL HKM shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

DOWL HKM is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL HKM does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS**A. Reuse of Documents**

1. All documents are instruments of service in respect to this Project, and DOWL HKM shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL HKM) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL HKM will be at Client's sole risk. Client shall indemnify and hold harmless DOWL HKM and DOWL HKM's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL HKM. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL HKM, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL HKM. DOWL HKM will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL HKM makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL HKM at the beginning of this Project.

B. Indemnification

1. DOWL HKM agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, to the extent caused by the negligent acts, errors, and omissions of DOWL HKM or anyone for whom DOWL HKM is legally responsible. DOWL HKM's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the engineer's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL HKM from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. DOWL HKM's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL HKM and in part by Client or any other negligent entity or individual, including any potential defense obligations shall not exceed the percentage share that DOWL HKM's actual negligence bears to the total of all other negligent entities and individuals

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL HKM will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver / Limitation of Liability

To the fullest extent permitted by law, DOWL HKM and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Alaska, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Alaska, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL HKM. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL HKM's ability to operate business in accordance with the provisions of this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL HKM may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Prevailing Party Litigation Costs

In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Project Name

Project Location

DOWL HKM Project Number

Client Name / Contact Name

Client Phone / Fax / Email

Client Address

City / State / Zip

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Client:

By: _____

Title: _____

Date Signed: _____

DOWL HKM

By: _____


Title: _____

Date Signed: _____

(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members

From: Aimée Kniaziowski, City Manager 

Date: March 13, 2014

Agenda Item: V. d. Authorization of ABC Board Restaurant Designation for Aquamarine LLC

SUMMARY: Aquamarine LLC (formerly Angelo's Restaurant) filed an application for a restaurant designation permit with the State of Alaska Alcoholic Beverage Control (ABC) Board. State regulations require the ABC Board to forward the application to the City Council for approval before a permit can be issued.

PREVIOUS COUNCIL ACTION: From time to time, the City Council approves state restaurant designation applications for local restaurants. Council last approved the restaurant designation permit application for Angelo's Restaurant in May 2011.

DISCUSSION: Aquamarine LLC, dba Aquamarine Café and Suites, restaurant filed a Restaurant Designation Application with the Alcoholic Beverage Control Board that would permit persons sixteen to twenty years of age to dine unaccompanied, permit persons under sixteen years of age to dine there if accompanied by anyone twenty-one years of age or older and would authorize the establishment to employ persons between sixteen and twenty years of age to serve food and bus tables. Alaska Administrative Code, Title 13, Chapter 104, stipulates that an application for a new restaurant designation must be approved by the local governing body having jurisdiction over the area in which the licensed premises exists; therefore, the ABC Board forwarded the application to the City for Council approval.

ALTERNATIVES: Council may authorize the Restaurant Designation Application or decline to authorize the application.

LEGAL: State regulations as outlined in AAC Title 13, Chapter 104 require local governments having jurisdiction in the area to approve restaurant designation applications.

ATTACHMENTS:

Attachment A: Aquamarine LLC Restaurant Designation Application

PROPOSED MOTION:

Move to approve the Restaurant Designation Application for Aquamarine LLC.

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 3 AAC 304.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 20 for employment. If for employment, please state in detail, how the person will be employed, duties, etc.

This application is for designation of premises where : (please mark desired items).

- 1 Under 3 AAC 304.305 Bona fide restaurant/eating place.
- 2 Persons age 16 to 20 may dine unaccompanied.
- 3 Persons under 16 may dine accompanied by a person 21 years or older.
- 4 Persons between 16 and 20 years of age may be employed. *(See note below).

License Number 3458

LICENSEE: AQUAMARINE LLC

D/B/A: AQUAMARINE CAFE AND SUITES

ADDRESS: 508 W MARINE WAY SUITE 100

1. Hours of Operation: 10am to 10pm Telephone # 907 486 2999

2. Have police ever been called to your premises by you or anyone else for any reason: [] Yes [] No
If yes, date(s) and explanation(s).

3. * Duties of employment: servicing - bussing - dishwashing - house keeping

4. Are video games available to the public on your premises? NO

5. Do you provide entertainment: [] Yes [] No If yes, describe.

6. How is food served? Table Service Buffet Service Counter Service Other*

7. Is the owner, manager, or assistant manager always present during business hours? [] Yes [] No

*** A MENU AND A DETAILED LICENSED PREMISE DIAGRAM MUST ACCOMPANY THIS APPLICATION ***

I have read and am familiar with Title 4 of the Alaska statutes and its regulations.

M. Kalremerov
Applicant signature

Local Governing Body Approval

Subscribed and sworn to before me this 18th day of January 2014

Date:

Vilma O. Gallivan
Notary Public in and for Alaska

Director, ABC Board

My Commission expires March 18, 2015

Date:

*Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

** If more space is required, to explain food service, entertainment, etc., please add on back or attach additional page(s).

Notary Public
VILMA O. GALLIVAN
State of Alaska
My Commission Expires March 18, 2015

Transfer Liquor License

License is: Full Year OR Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION			FEEES
License Year: <u>2014</u>	License Type: <u>RESTAURANT / EATING PLACE</u>	Statute Reference: <u>Sec. 04.11.100</u>	Filing Fee: \$100.00
License #: <u>3458</u>			Rest. Desig. Permit Fee: (\$50.00) \$
Local Governing Body: (City, Borough or Unorganized) <u>KODIAK ISLAND BOROUGH</u>	Community Council Name(s) & Mailing Address:		Fingerprint: \$ (\$51.50 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>AQUAMARINE LLC</u>	Doing Business As (Business Name): <u>AQUAMARINE CAFE AND SUITES</u>	Business Telephone Number: <u>907-4862999</u>	TOTAL <u>\$150.00</u>
Mailing Address: <u>508 W. MARINE WAY</u>	Street Address or Location of Premises: <u>508 W. MARINE WAY</u>	Fax Number: <u>4817400</u>	Email Address: <u>angelos@accs.alaska.net</u>
City, State, Zip: <u>KODIAK AK 99615</u>	<u>KODIAK AK 99615</u>	<u>4817401</u>	
Is any shareholder related to the current owner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes" please state the relationship <u>self</u>			

SECTION B - TRANSFER INFORMATION	
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.	Name and Mailing Address of CURRENT Licensee: <u>ANNA MARIA KALOU MENOU DBA ANGELOS</u> Business Name (dba) BEFORE transfer: <u>ANGELOS.</u> Street Address or Location BEFORE transfer: <u>2625 MILL BAY ROAD KODIAK AK 99615</u>

SECTION C - PREMISES TO BE LICENSED		
Distance to closest school grounds:	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Not applicable
Distance to closest church:	Distance measured under: <input type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input type="checkbox"/> Existing facility <input checked="" type="checkbox"/> New building <u>(existing in the Kodiak Mall)</u>		

Transfer Liquor License

SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes No If Yes, attach written explanation.

SECTION E – OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): AQUAMARINE LLC		Telephone Number: 907 486 2999	Fax Number: 907 481 7401
Corporate Mailing Address: 508 W. MARINE WAY	City: KODIAK	State: AK	Zip Code: 99615
Name, Mailing Address and Telephone Number of Registered Agent: 907 481 7400		Date of Incorporation OR Certification with DCED: 1/2/2014	State of Incorporation: AK
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
ANNA MARIA KALOMENOU	member	100	1515 BARANOF KODIAK AK 99615	907 486 2999	08-21-1957

Transfer Liquor License

NOTE: If you need additional space, please attach a separate sheet.

SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Current Licensee(s) Signature: <i>[Handwritten Signature]</i> Signature: <i>[Handwritten Signature]</i> ANNA MARIA KALOUIMENOU owner Name & Title (Please Print)	Signature of Transferee(s) Signature: <i>[Handwritten Signature]</i> Signature: <i>[Handwritten Signature]</i> ANNA MARIA KALOUIMENOU member Name & Title (Please Print)
Subscribed and sworn to before me this 15 th day of January 2014 Notary Public in and for the State of Alaska <i>[Handwritten Signature]</i> My commission expires: March 18, 2015	Subscribed and sworn to before me this 15 th day of January 2014 Notary Public in and for the State of Alaska <i>[Handwritten Signature]</i> My commission expires: March 18, 2015

Notary Public
VILMA O. GALLIVAN
 State of Alaska
 My Commission Expires March 18, 2015

Notary Public
VILMA O. GALLIVAN
 State of Alaska
 My Commission Expires March 18, 2015

STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below, show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: AQUAMARINE CAFE AND SUITES

PREMISES LOCATION: 508 W MARINE WAY KODIAK

Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: _____ 1 SQ. = 4 FT. **SCALE B:** 8:1 1 SQ. = 1 FT.

Length and width of premises in feet: 30 X 80

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.

DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.

