

**City of Kodiak Regular Council Meeting Agenda for October 22, 2015**  
**7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)**

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<b>I.</b>	<b>Call to Order/Roll Call</b>	
	Invocation/Pledge of Allegiance	
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<b>XII.</b>	<b>Executive Session</b>	
a.	Discussion About Future Costs Related to the Reconstruction of Pier III.....	126
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a.	Resolution No. 2015–31, Appropriating \$305,000 From the Cargo Terminal Fund to the Cargo Development Capital Project Fund to Pay for Additional Engineering and Project Management Services Needed in the Pier III Replacement Project No. 11-07/8024 .....	128
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c.	Authorization of Amendment to the Professional Services Contract for Pier III Construction Administration Services with PND Engineers, Inc. ....	140
<b>XIV.</b>	<b>Adjournment</b>	

<p><b>DRAFT</b></p>
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**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, SEPTEMBER 10, 2015  
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, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. City Manager Aimée Knaiziowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

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

**II. PREVIOUS MINUTES**

Councilmember Whiddon MOVED to approve the minutes of the August 13, 2015, regular meeting and August 26, 2015, special meeting as presented.

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

**III. PERSONS TO BE HEARD**

**a. Twin Creeks Fire Debriefing (Known Locally as Chiniak Fire)**

Manager Knaiziowski discussed the roles and responsibilities of an emergency response and provided an overview of the Chiniak Fire response efforts that began on the evening of August 27, 2015. She discussed the high winds and ash the night of the fire and the severity indicating life and safety was the prime focus of the emergency response. She described the stand up of the Emergency Operation Center (EOC) and efforts that were made, which included: the opening of shelters; buses being sent to Chiniak to evacuate people; EOC tracked people's whereabouts and 75 of the residents were tracked and found to be safe; the Manager requested wild land firefighters from the Division of Forestry; the City waived fees at the Animal Shelter for Chiniak residents; routine public announcements were made throughout the fire providing the public with information, which included updates to the Alaska dispatch news and local radio stations. She said there was minimal property damage. She thanked the USCG, Red Cross, KIB School District, Alaska State Troopers, National Guard, Lions Club, Salvation Army, the local responders, and the Division of Forestry. She said an after action review will be done to assess the response efforts.

Fire Chief Mullican gave an overview of fire fighting and containment of wild fires. He spoke about the safety considerations that were made during the Twin Creeks fire response efforts and indicated the fire is 100 percent contained. He provided education and stated though the fire is contained, it continues to smolders and will eventually burn itself out.

Kodiak Island Borough Assistant Planner Jack Maker spoke about the Incident Command System and about the various sections in the command system. He said it would be helpful to consider creating an emergency specialist position.

**b. Public Comments**

Nick Szabo, Chairman of the Port and Harbors Advisory Board said the shipyard is operating in the green and introduced a future shipyard improvement to build a year round maintenance building. He suggested to the Council to use the same concept that was used to construct the Kodiak Public Library, which included setting up an account for donations.

Nick Szabo, shared his view of the subsistence management act, referencing federal and state subsistence laws, and supporting local control. He said he supports postponing indefinitely Resolution No. 2015–19.

**IV. UNFINISHED BUSINESS**

**a. Resolution No. 2015–19, Supporting “The Subsistence Access Management Act of 2015”**

Mayor Branson read Resolution No. 2015–19 by title. Resolution No. 2015–19 supports “The Subsistence Access Management Act of 2015,” which is legislation to prohibit any changes in rural determination by the Departments of Interior and Agriculture that would remove a community currently qualified for subsistence rights. This legislation is introduced by Senator Murkowski and Representative Young. Kodiak is currently categorized as rural for the purposes of harvesting fish and wildlife on federal lands. In the Kodiak area, the lands include the Kodiak Wildlife Refuge lands, the Buskin River, and waters around Afognak Island. The determination of rural status using population threshold criteria by the Department of Interior and Agriculture could impact Kodiak’s current rural subsistence status. The “rural” status allows Kodiak to qualify for certain Federal programs, services and funding. Adoption of the resolution will show support for the legislation, which was developed upon requests for assistance from the Kodiak area and other communities concerned about the potential loss of their rural status allowing the retention of subsistence rights.

The motion to adopt Resolution No. 2015–19, was made and postponed at the June 25, 2015, regular meeting.

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

**V. NEW BUSINESS**

**a. Resolution No. 2015–26, Naming Election Workers for the October 6, 2015, Regular Municipal Election**

Mayor Branson read Resolution No. 2015–26 by title. The resolution names election workers and canvass board members for the October 6, 2015, regular municipal election.

Councilmember Bishop MOVED to adopt Resolution No. 2015–26.

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

**b. Resolution No. 2015–27, Authorizing the Issuance of a Permit to the High School Tennis Team for the Use of Public Property for Its Tennis Clinic Fundraiser**

Mayor Branson read Resolution No. 2015–27 by title. The high school tennis coach, Steve Johnston, requested the use of Baranof Park tennis courts to run tennis clinics and lessons as a fundraiser from September 10 through October 31, 2015. The purpose is to promote the sport and use of the courts while raising money for the high school tennis team. The tennis team is a high school sport that is completely self-funded. The team raises money to cover the cost of travel and other costs associated with tennis.

Councilmember Davidson MOVED to adopt Resolution No. 2015–27.

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

**c. Resolution No. 2015–28, Adopting Port of Kodiak Tariff No. 12 to Replace Port of Kodiak Tariff No. 11 Subject to Filing With the Federal Maritime Commission**

Mayor Branson read Resolution No. 2015–28 by title. The tariff for the Port of Kodiak defines the rules, regulations and rates for wharfage, loading and unloading, demurrage, handling, services, facility charges and dockage at the Port of Kodiak municipal terminals, specifically Piers I, II, and III. The current Tariff No. 11 rules and regulations are out of date, and the rates are far below comparable ports in Alaska and on the west coast. Tariff No. 12 supersedes current Tariff No. 11, adjusting the rates to meet current market conditions and modifies the rules and regulations to meet Federal Maritime Commission (FMC) requirements.

Councilmember Bishop MOVED to adopt Resolution No. 2015–28.

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

**d. Resolution No. 2015–29, Authorizing a Waiver of Fees in the Schedule of Fees and Charges Sections 4.1.1, Permit; 4.2.1.4, Additional Wiring; and 4.3.1.3, Additional Plumbing Through December 31, 2018, Associated With Relocating Mobile Homes From Jacksons Mobile Home Park**

Mayor Branson read Resolution No. 2015–29, by title. This resolution will waive particular fees (building, electrical, and plumbing permits) related to the relocation of mobile homes from Jackson’s Mobile Home Park to another park or parcel allowed under zoning codes through December 31, 2018. Jackson’s Mobile Home Park was sold, and the new property owner served eviction notices to park residents to remove mobile homes by May 2016. Presently, there is insufficient space in approved mobile home parks to relocate all of the mobile homes that will be displaced. Some owners may need to temporarily store their mobile homes until sufficient, ap-

proved space is available. The Kodiak Island Borough adopted a similar resolution at its August 20, 2015, meeting.

Councilmember Walker MOVED to adopt Resolution No. 2015–29.

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

**e. Authorization of Temporary Lease Agreement for Alaska Marine Highway Office at Pier II**

The State of Alaska Department of Transportation and Public Facilities is requesting 2,000 square feet (SF) at Pier II for a temporary office trailer for the Alaska Marine Highway System (AMHS) during the construction of Pier I Ferry Terminal. Due to the limited space at Pier I, and for safety reasons, it is in the best interest of the public to relocate the AMHS office to Pier II during construction. The state ferries KENNICOTT and TUSTUMENA will both be berthing at Pier II at that time.

Councilmember Bishop MOVED to approve lease No. 220118 with the State of Alaska Department of Transportation and Public Facilities for temporary office space at Pier II for a period of approximately eight months and authorize the City Manager to execute the documents on behalf of the City.

Councilmember Davidson MOVED to postpone the vote on the motion 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.

**f. Authorization of Professional Services Contract for Design of Downtown Sanitary Sewer Lift Stations 3 and 4, Project No. 11-06/7509**

Beginning in 2011 staff started to evaluate the condition of downtown sanitary sewer Lift Station Nos. 1 and 2. The design to rehabilitate lift station Nos.1 and 2 is at 65 percent and expected to be ready for bid this winter. Lift Station No. 3 (by KEA downtown office) and Lift Station No. 4 (Father Herman Street) have many of the same serious corrosion, electrical, and pump problems as Station Nos. 1 and 2. Staff asked DOWL for a proposal to continue the assessment of how to rehabilitate these next two critical lift stations.

Councilmember Haines MOVED to authorize a professional services contract with DOWL for Design of Downtown Sanitary Sewer Lift Station Nos. 3 and 4, Project No. 11-06/7509 in the amount of \$29,605 with funds coming from Sewer Capital Improvement Fund Project No. 7509 and authorize the City Manager to execute the documents on behalf of the City.

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

**g. Authorization of a Professional Services Contract to Update the Near Island Land Use Plan, Project No. 15-08/4002**

It's been several years since Council looked at Near Island, and many new facilities have been constructed including commercial, governmental, industrial, marine businesses, and senior housing. Staff requested a proposal from DOWL for an updated Near Island land use review and plan. DOWL is the City's consultant most familiar with Near Island. DOWL prepared a memorandum outlining their approach to preparing an updated land use plan using stakeholder input and future City development needs to create an updated, usable planning document that can guide Council in making future land use decisions.

Councilmember Bishop MOVED to approve a professional services contract to DOWL for the Near Island Land Use Plan in the amount of \$89,690 with funds coming from the General Fund Capital Project City Land Development Project, Project No. 15-08/ 4002 and authorize the City Manager to execute the documents on behalf of the City.

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

**h. Authorization of Vehicle Purchases for Public Works, Fire Department, and Parks and Recreation**

Vehicle bid No. 531 consists of replacement vehicles for the Public Works, Parks and Recreation, and Fire Department. Public Works is replacing an existing maintenance pickup with a new 4-wheel drive ¾ ton pickup. Parks and Recreation is replacing a pickup with a 4-wheel drive ½ ton, four door, long bed pickup. Kodiak Fire Department is replacing two existing command vehicles with two 4-wheel drive supercab ¾ pickups. The existing vehicles have been through a mechanical evaluation by the City maintenance shop and have been recommended to be replaced.

Councilmember Davidson MOVED to authorize the purchase of four pickup trucks to Kodiak Motors in the amount of \$115,527 for the following replacement vehicles: one Public Works 4-wheel drive ¾ ton pickup for \$26,699 funded in the Water Distribution, machinery and equipment account; one Parks and Recreation 4-wheel drive, ½ ton, four door, long bed pickup for \$31,826 funded in the Parks and Recreation machinery and equipment account, and two Kodiak Fire Department 4-wheel drive, supercab, ¾ ton pickups for \$57,002 in the Fire Department machinery and equipment account.

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

**i. . Authorization to Cancel the September 24, 2015, and October 8, 2015, Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed**

The City Code requires at least one regular meeting be held monthly and allows cancellation of meetings when there may be a lack of a quorum or when there is little or no business to be considered at a scheduled regular meeting. The City's General Municipal Election occurs on October 6, 2015, during the scheduled Council work session. Staff discussed the meeting schedule

with the Council at the August 11 work session, and Council recommended cancelling the September 24 and October 8, 2015, regular meetings and scheduling a special meeting if needed.

Councilmember Haines MOVED to cancel the September 24, and October 8, 2015, regular meetings and authorize the City Manager to schedule a special meeting if needed.

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

**j. Authorization of Purchase and Installation of a Server for the Harbor Department**

The Harbor Department uses the AS400 system for billing and integration into the financial accounting software. The server and operating system that houses the AS400 system is currently 11 years old and reaching the end of its useful life for support. Support services for the server and operating system will terminate on September 30, 2015. Staff recommends Council authorize the purchase and installation of a new AS400 server system to Nordisk Systems Incorporated in an amount not to exceed \$30,000.

Councilmember Walker MOVED to approve the purchase and installation of a server for the Harbor Department from Nordisk Systems Inc. in an amount not to exceed \$30,000, with funds coming from the General Fund Capital Project Fund, Financial Software Upgrade, Project No. 4028 and authorize the City Manager to execute the documents on behalf of the City.

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

**VI. STAFF REPORTS**

**a. City Manager**

Manager Kniazowski said staff has spent the last week and half responding to the Chiniak fire as a priority. She said she hopes the debriefing of the Twin Creeks fire was helpful to the public. She provided an update that the Kodiak Island Borough Planning and Zoning Commission approved the conditional use permits; they did impose conditions, such as installing fencing. She said the composting project is going well and the Monashka Pumphouse is almost complete; the old pumphouse will be destroyed once the new one is functional. She indicated that she, Fire Chief Mullican, and Deputy Manager Tvenge met with the Marine Safety Detachment Lieutenant and Captain of the Port to enhance communication. She shared the City office transitions with the newly acquired lease space in KIB is underway. She said the ice rink will be closed Friday for preparation of the City's 75th Anniversary. She said she will be on leave from September 12 through September 18. She said the burn ban is still in effect and clarified the ban is island and statewide. She said there have been continual Nixle alerts to provide public information.

**b. City Clerk**

City Clerk Marljar informed the public of the next scheduled Council work session and regular meeting. She expressed appreciation to KMXT for broadcasting the Fisheries Community Forum on October 9. She said absentee voting will begin on September 21 through October 5 in the City



Clerk’s Office and reminded the citizens of the polling locations and voting times for the Municipal Election on October 6.

**VII. MAYOR’S COMMENTS**

Mayor Branson thanked Manager Kniazioswki, Fire Chief Mullican, and KIB Assistant Planner Maker for the Twin Creek Fire debriefing and all the volunteers that assisted during the emergency response. She said they had a good week of Fisheries events including the Gulf Trawl Bycatch presentation and the Community Fisheries Forum; she indicated she was proud of the work of the FWG over the past four years. She expressed her support for the composting, Monashka Pumphouse, and Pier III projects. She thanked Senator Stevens and former Representative Austerman for their support. She acknowledged September 11, 2015, and asked for moment of silence. She announced the City’s 75th Anniversary event of September 12, 2015, and provided an overview of events; she thanked the committee and staff for their assistance.

**VIII. COUNCIL COMMENTS**

Councilmember Bishop expressed his appreciation to responders of the Chiniak fire. He thanked the City staff for all the work they do. He shared he will be attending an Economic Development conference in Anchorage in October.

Councilmember Saravia thanked the Division of Forestry for responding to the Chiniak fire.

Councilmember Whiddon thanked Manager Kniazowski, City staff, and the Kodiak Island Borough for their emergency response efforts, especially during such rapidly changing circumstances. He thanked KMXT for broadcasting the Community Fisheries Forum. He spoke about the fisheries presentations by Dr. Mark Fina and Joshua Stoll on September 8 and gave an overview of the events, shared viewpoints, and respectful manner during the fisheries discussions. He thanked Fisheries Analyst Heather McCarty for her hard work, which has allowed the FWG to progress.

Councilmember Davidson said he attended the Alaska Municipal League in Ketchikan and was provided an overview of marijuana legalization from the ABC Board. He also spoke about the Governor’s update on the landslide in Sitka. He said he appreciated the work of the Fisheries Work Group. He invited the public to attend the City’s 75th Anniversary on Saturday, and he shared his appreciation for Councilmember Haines as he will be ending his term in the fall. He reminded the public to drive cautiously in the morning and be careful of children crossing the road.

Councilmember Haines said he agreed with Councilmember Whiddon’s comments regarding the Fisheries Work Group week of events and feels their comments will be an asset to NPFMC. He shared that Dr. Fina said Kodiak fisheries have progressed over the years. He thanked the elected officials, said he loves Kodiak and its citizens, and complimented City staff.

Councilmember Walker said he will miss Councilmember Haines and commented he believes the elected officials work hard for the citizens. He thanked the emergency responders and acknowledged the work of Harbormaster White and Engineer Melvin on the piers. He stated staff is doing well on capital projects and improving City infrastructure. He thanked Councilmember

Whiddon for his work on the Fisheries Work Group, and he said he looks forward to the City’s 75th Anniversary. He reminded the public to vote and said Homecoming was occurring next weekend.

**IX. AUDIENCE COMMENTS**

**Stephen Taufen** said there are different perspectives in fisheries and commented he is not pleased about the economic consultant RFP at this time.

**Jackie Alessio** said she is a visiting social worker from Connecticut doing research, specifically in areas of violence prevention. She said she was disheartened about the displacement of the trailer park and she inquired about the housing options.

Mayor Branson referred Ms. Alessio to the City Manager and Kodiak Island Borough Community Development Director Bob Pedersen to get more information regarding her inquiries.

**Tanya Inga** called to thank everyone for their efforts to respond to the Chiniak fires.

**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 9:40 p.m.

CITY OF KODIAK

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Minutes Approved:

## **PERSONS TO BE HEARD**

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## MEMORANDUM TO COUNCIL

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**Date:** October 22, 2015

**Agenda Item:** III. a. Proclamation: Declaring Childhood Cancer Awareness Week

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**SUMMARY:** This proclamation encourages all residents to support cancer patients, survivors, their families, and caregivers; remember the lives of those we have lost; and encourage those who are working to improve survival rates and treatments of this devastating disease.

**ATTACHMENTS:**

Attachment A: Proclamation: Declaring Childhood Cancer Awareness Week

# PROCLAMATION

## Declaring Childhood Cancer Awareness Week

### October 18 – 24, 2015

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15; and

WHEREAS, this tragic disease is detected in nearly 15,000 of our country's young people each year with one in five children losing his or her battle with cancer; and many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Providence Alaska Medical Center in Anchorage, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim October 18 through October 24, 2015, as:

### Childhood Cancer Awareness Week

in Kodiak and encourage all residents to support cancer patients, survivors, their families, and caregivers; remember the lives of those we have lost; and encourage those who are working to improve survival rates and treatments of this devastating disease.

Dated this 22nd day of October 2015.

City of Kodiak

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Pat Branson, Mayor

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## MEMORANDUM TO COUNCIL

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**Date:** October 22, 2015

**Agenda Item:** III. b. Proclamation: Declaring Extra Mile Day

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**SUMMARY:** The Extra Mile America Foundation requested this proclamation, which urges each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

**ATTACHMENTS:**

Attachment A: Proclamation: Declaring Extra Mile Day

# PROCLAMATION

## Declaring Extra Mile Day

WHEREAS, the City of Kodiak acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the City of Kodiak encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the City of Kodiak chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Kodiak acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2015.

NOW THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim November 1, 2015, as:

### Extra Mile Day

in Kodiak and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated this 22nd day of October 2015.

City of Kodiak

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Pat Branson, Mayor

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## MEMORANDUM TO COUNCIL

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**Date:** October 22, 2015

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

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

**ATTACHMENTS:**

Attachment A: Proclamation: Declaring Filipino American History Month



# PROCLAMATION

## Declaring Filipino American History Month

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

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

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

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

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

NOW THEREFORE I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim October 2015, as:

### Filipino American History Month

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

Dated this 22nd day of October 2015.

City of Kodiak

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Pat Branson, Mayor

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## MEMORANDUM TO COUNCIL

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**Date:** October 22, 2015

**Agenda Item:** III. d. Proclamation: Declaring Domestic Violence Awareness Month

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

**ATTACHMENTS:**

Attachment A: Proclamation: Declaring Violence Awareness Month

# PROCLAMATION

## Declaring Domestic Violence Awareness Month

WHEREAS, domestic violence impacts women, men, and children of every age, background and belief; and

WHEREAS, nearly 1 in 4 women and 1 in 7 men in the United States have suffered severe physical violence by an intimate partner; and

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

WHEREAS, during October 2015 the Kodiak Women's Resource and Crisis Center is sponsoring Domestic Violence Awareness Month activities to focus attention on battered women and their children and to promote support of shelter and programs that serve them.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, Alaska, do hereby proclaim the month of October 2015 as:

### Domestic Violence Awareness Month

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

Dated this 22nd day of October 2015.

City of Kodiak

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Pat Branson, Mayor



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# **UNFINISHED BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniaziowski, City Manager  
**Thru:**  White, Harbormaster &  Menge, Deputy City Manager  
**Date:** October 22, 2015

**Agenda Item: IV. a. Authorization of a Temporary Lease for Alaska Marine Highway Office at Pier II**

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**SUMMARY:** The State of Alaska Department of Transportation and Public Facilities is requesting 2000 square feet (SF) at Pier II for a temporary office trailer for the Alaska Marine Highway System (AMHS), during the construction of Pier I Ferry Terminal. Due to the limited space at Pier I and for safety reasons it is in the best interest of the public to relocate the AMHS office to Pier II during construction. The state ferries KENNICOTT and TUSTUMENA will both be berthing at Pier 2 at that time. Staff recommends authorizing a lease at Pier II to the State of Alaska for a temporary AMHS office trailer for a period of approximately ten months.

**PREVIOUS COUNCIL ACTION:**

- January 23rd, 2014, Council approved a Memorandum of Agreement with the State of Alaska, authorizing Kodiak Ferry Terminal & Dock Improvements, project No. 68938.
- May 2015, Council approved Resolution N0. 2015-17, authorizing Lease Extension No.3 of the AMHS Dock License Agreement. This addressed the berthing of the state ferries at Pier 1 and 2.
- September 10, 2015, Council postponed the vote on the motion to approve the agreement.

**DISCUSSION:** AMHS currently leases office space in the Chamber building at Pier I for use as a ticket office. Temporarily relocating the ticket office to Pier II makes sense for customer convenience and safety. The state project management team plans to operate out of the vacated office space at Pier I during the construction project. Once the new ferry terminal is complete the TUSTUMENA will resume use of the facility and the ticket office will reopen at Pier I. Projected completion date is July 2016. The lease will continue through August 2016 to allow time for demobilization of the temporary trailer and utilities.

The temporary office at Pier II will be a portable office trailer, approximately 60ft long by 14ft wide. The location at Pier II (van row 11) is available for lease and will not impede other uses of the facility. All utilities are available on site and will be installed at AMHS expense. Upon termination of the lease the area will be returned to its original condition by AMHS.

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**ALTERNATIVES:**

1. Approve the lease agreement. This is in the best interest of the public and is staff's recommendation.
2. Do not authorize the lease agreement. AMHS will need to find an alternate site for the temporary office, but none are available in close proximity to the ferry berthing at Pier II. Staff does not recommend this option.

**FINANCIAL IMPLICATIONS:** AMHS will pay the applicable monthly rate posted in the Port & Harbor Fee Schedule of 40 cents per square foot. Total monthly lease rate for 2,000 SF is \$800. Total for the anticipated ten month lease is \$8,000.

**LEGAL:** The City Attorney has reviewed the lease agreement and verified the lease is authorized under City Code 18.20.030(a), which states Council may authorize this lease via motion if it is the best interest of the public.

**STAFF RECOMMENDATION:** Staff recommends Council authorize the lease with the State of Alaska for temporary office space at Pier II for a period of approximately ten months.

**CITY MANAGER'S COMMENTS:** I support this recommendation. It will facilitate passenger service while Pier I is under reconstruction forcing the TUSTUMENA to dock at Pier II. The upland area is available and will generate a standard rental fee and the existing office at Pier I can be utilized by the state project management team.

**DEPUTY CITY MANAGER'S COMMENTS:** I also support this recommendation. Please note the changes from the previous lease which have been highlighted for your comparison.

**ATTACHMENTS:**

Attachment A: State of Alaska, DOT&PF Lease

*Clerk's Note: the motion to approve lease No. 220118 with the State of Alaska Department of Transportation and Public Facilities for temporary office space at Pier II for a period of approximately eight months and authorize the City Manager to execute the documents on behalf of the City is already on the floor. The motion was made and postponed at the September 10, 2015, regular meeting.*

**PROPOSED AMENDMENT:**

Move to amend the motion to approve lease No. 220118 by striking "approximately eight months" and inserting "ten months" and substituting the lease presented at the September 10, 2015, regular meeting with the revised lease effective November 1, 2015, through August 31, 2016.

**LEASE AGREEMENT  
STATE OF ALASKA DOT&PF AND CITY OF KODIAK  
FOR TEMPORARY OFFICE AT PIER 2  
CONTRACT NO. 220118**

THIS LEASE, made this 1st day of November, 2015, by and between the **City of Kodiak**, an Alaska municipal corporation, herein referred to as "City," and **State of Alaska, Department of Transportation & Public Facilities, Southcoast Region Construction**, herein referred to as "Lessee," provides as follows:

**1. Leased Premises.** Upon the terms and conditions herein set forth and subject to the prompt payment and performance by Lessee of each and every sum and other obligation hereinafter referred to, the City does hereby lease, let, and demise to the Lessee, and the Lessee does hereby lease from the City the following described premises: that portion of Van Storage Rows 11, near Pier II in Kodiak, comprising 2,000 square feet, and further identified on the schematic drawing attached hereto as Exhibit A.

**2. Term.** This Lease shall be effective from ~~October~~ November 1, 2015, through August 31, 2016, unless terminated earlier as provided below.

**3. Rental.** Lessee agrees to pay as and for rent the sum of 40 cents per square foot, equaling EIGHT HUNDRED DOLLARS (\$800.00) per month.

**4. ~~Conditions of Lease~~ Authorized Use.** The premises shall be used solely for the following purposes:

- (a) Temporary office for Alaska Marine Highway System (approximately 60 x 14)
- (b) Parking for customers and employees

**5. Improvements.** City shall have the right to make additions, alterations, or improvements to the Premises which will not impede Lessee's access to or use of the Premises. Any improvements constructed by Lessee shall be consistent with the limited use of the Premises authorized by this Lease and shall be constructed at Lessee's expense. Upon termination of this Lease, such improvements shall be removed by Lessee at its sole expense.

**6. Maintenance.** Except as otherwise specifically provided herein, the Lessee shall at all times at its sole expense, maintain the premises in good repair, and in a neat and orderly condition. Lessee shall not cause or permit any litter, debris, or refuse to be accumulated or stored upon the premises and shall promptly remove all such materials without cost to City.

~~**7. Indemnity.** Lessee shall defend, indemnify, and hold City, its officers, agents, and employees harmless against any and all actions, suits, proceedings, claims, loss, liens, costs, expense, and liability of every kind and nature whatsoever, including, but not limited to, attorney's fees reasonably incurred for response or defense of injury to or death of persons or loss of or damage to property, including property owned by the City, caused by or incurred as a result of Lessee's use and occupancy of the premises under this Lease. This provision shall not apply to claims, actions, damages, losses, or proceedings caused solely by the negligence of officers, agents, or employees of City.~~



~~87. Insurance. Lessee shall procure and maintain at its sole expense, and shall keep in full force and effect throughout the term of this Agreement, a policy of public liability and property damage liability insurance with a carrier acceptable to the City in an amount of not less than ONE MILLION DOLLARS (\$1,000,000). The City and its officers, employees and other agents shall be named as an additional insured on such policy, which shall include a clause requiring at least thirty (30) days advance written notice before cancellation or nonrenewal. Proof of the insurance required by this subparagraph shall be provided to the City throughout the term of this agreement. The insurance coverage requirements of this paragraph 8 may be satisfied through the State of Alaska's comprehensive self-insurance program administered by the Division of Risk Management.~~ Insurance. Lessee shall maintain at its sole expense, and shall keep in full force and effect throughout the term of this Agreement, a self-insurance policy of commercial general liability and property damage liability insurance through the self-insurance program with the Division of Risk Management in an amount of not less than ONE MILLION DOLLARS (\$1,000,000). Given that the State of Alaska self-insures the liability insurance protection requested in this lease, it is unable to produce a standard certificate of insurance that a lessor receive from other lessees. The State of Alaska, through the Division of Risk Management will provide comprehensive general liability insurance coverage through its program of self-insurance for the activities and operations of Department of Transportation, on your premises per the agreement referenced above.

~~98. Utility and Service Charges and Taxes. All charges for utility service and other services to Lessee at the Leased Premises, including without limitation snow removal shall be borne and paid for by Lessee, together with all personal or real property taxes or assessments that may be levied against the Lessee by reasons of its occupancy of the premises or its rights hereunder.~~ Utility and Service Charges and Taxes. Lessee will pay all charges for furnished utility services, i.e. water, sewer, electric, and telecommunications at cost. The City will provide snow removal on Shelikof Street and the access to Pier II for access to the Leased Premises. Lessee will provide snow removal within the Leased Premises.

**109. Operation of Equipment.** In installing, operating, or maintaining any equipment on the Premises and in its general management of the Premises, the Lessee will act in accordance with applicable laws and regulations and so as not to cause interference with any other authorized use of Van Storage Rows, Pier II, and other City property. The Lessee will not do, attempt, or permit any acts in connection with this Lease which could be construed as a violation of law.

**110. Condition of Premises.** The Lessee takes the Premises in its present condition and the City shall have no responsibility for its condition, or for any damage suffered by the Lessee or any other person due to such conditions.

**1211. Assignment and Subleasing.** Lessee shall not assign its rights or delegate its duties under this Lease without the prior written consent of City.

**1312. Termination, Default and Re-Entry.** (a) This agreement may be terminated prior to the end of the lease term by either party with written notice delivered to the other party. Such termination shall be effective no earlier than ninety (90) days after the first day of the month immediately following such notice. Notice shall be deemed to have been fully given or made or

sent when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, and addressed to the respective addresses set forth above the signatures of this agreement. The address to which any notice, demand, or other writing may be given or made or sent to any party may be changed by written notice given by such party as above provided.

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

13. Quiet Enjoyment. Lessor covenants that the Lessee shall have quiet and peaceable possession of the Premises so long as it is not in default of its Lease obligations.

**14. Applicable Law.** Lessee shall, at all times, in its use and occupancy of the premises and in the conduct of its operations thereon, comply with all applicable federal, state, and local laws, ordinances, and regulations. Alaska law applies in the event of any dispute concerning this lease.

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

CITY OF KODIAK  
710 Mill Bay Road  
Kodiak, AK 99615

STATE OF ALASKA, DOT&PF  
SOUTHCOAST REGION CONSTRUCTION  
6860 Glacier Highway  
P.O. Box 112506  
Juneau, AK 99801-2506

\_\_\_\_\_  
Aimée Kniazowski, City Manager

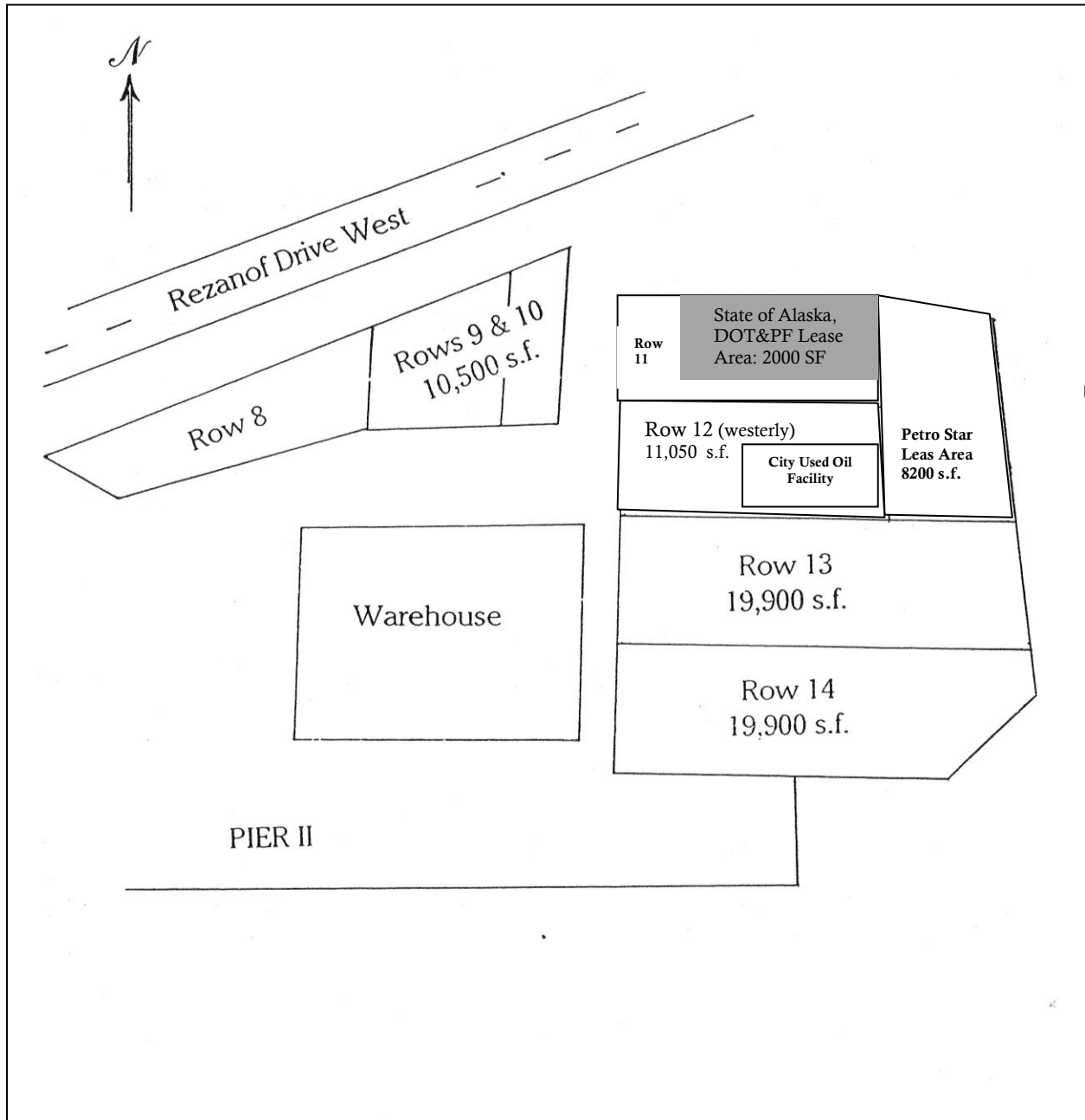
\_\_\_\_\_  
State of Alaska, DOT&PF  
Signature, Title

Attest:

Witness:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**AMHS Lease Area**  
**Pier II, Kodiak, Alaska**



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# **NEW BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, Deputy City Manager 

**Date:** October 22, 2015

**Agenda Item:** V. a. **First Reading, Ordinance No. 1339, Amending Kodiak City Code 14.20.020, Mobile Home Construction Standards, and Kodiak City Code 14.20.030, Location-Prohibited-Exceptions-Temporary Visitor Permit, to Provide for the Placement of Mobile Homes in the City at Locations Other Than Mobile Home Parks**

---

**SUMMARY:** The Kodiak Island Borough has planning and zoning authority within the City. Restricting placement of mobile homes within city limits does not fall within the City's authority. Therefore Kodiak City Code 14.20.030 (a) should be amended.

**PREVIOUS COUNCIL ACTION:** Brief discussion was held during the September 9, 2015, work session and item was to be scheduled for future discussion. Staff was directed to draft an ordinance for the October meeting.

**BACKGROUND:** The recent change of use for Jackson's Mobile Home Park has sparked debate about relocation of the displaced residents. There exists few mobile home parks within the Kodiak community, and residents are looking for alternatives to the current planning and zoning restrictions. Amendment of the current City Code could relax that restriction. Building, safety, and fire codes are still within the enforcement authority of the City.

**DISCUSSION:** The proposed ordinance will remove the current limiting restriction of placing a mobile home within the City limits outside an existing mobile home park. As the City Code now stands, it could be challenged legally. An ordinance has at minimum two readings and provides for a public hearing at the second reading. If the Council desires to move the ordinance forward, it should be passed in the first reading and advanced to second reading and public hearing at the next meeting. The Borough adopted Borough Ordinance FY2016-06 on September 17, 2015, which amends certain chapters of their zoning code pertaining to mobile home parks, two-family residential district, multi-family residential district and business district to revise and update the standards for mobile home parks in the Borough. Borough code 17.115.120 stipulates the conditions for placement of mobile homes on individual lots (page 6 of the Borough's ordinance, Attachment B). Any current city mobile home parks "considered" non-conforming would be subject to Borough decision whether they are non-conforming.

OCTOBER 22, 2015  
Agenda Item V. a. Memo Page 1 of 2

**ALTERNATIVES:**

- 1) Pass Ordinance No. 1339 in the first reading, and advance to second reading and public hearing at the next special or regular Council meeting, as it is written.
- 2) Do not pass this ordinance and research options within the City's authority.

**FINANCIAL IMPLICATIONS:** Building inspections are limited and, therefore, less expensive than a standard home. Property values are typically lower with mobile homes; therefore, property tax revenue could be reduced.

**LEGAL:** This ordinance has been reviewed by the City attorney and the changes are a reflection of that review.

**STAFF RECOMMENDATION:** At this time the City Council has no authority over the Borough on planning, platting or land use regulations. With hesitation, staff recommends Council pass Ordinance No. 1339.

**DEPUTY CITY MANAGER'S COMMENTS:** These changes to City zoning will undoubtedly be realized in years to come. Communities create zoning restrictions to protect the public from safety risks and unwanted random growth. Zoning codes often reflect structure design standards for compatibility. This potential inclusion of mobile homes within existing residential subdivisions may create unintended consequences.

**ATTACHMENTS:**

- Attachment A: Ordinance No. 1339
- Attachment B: KIB Ordinance No. FY2016-06

**PROPOSED MOTION:**

Move to pass Ordinance No. 1339 in the first reading and advance to second reading and public hearing at the next special or regular Council meeting.

**CITY OF KODIAK  
ORDINANCE NUMBER 1339**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING KODIAK CITY CODE 14.20.020, MOBILE HOME CONSTRUCTION STANDARDS, AND KODIAK CITY CODE 14.20.030, LOCATION-PROHIBITED-EXCEPTIONS -TEMPORARY VISITOR PERMIT, TO PROVIDE FOR THE PLACEMENT OF MOBILE HOMES IN THE CITY AT LOCATIONS OTHER THAN MOBILE HOME PARKS**

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

**Section 1:** Kodiak City Code 14.20.020, Mobile home construction standards, is hereby amended to read as follows (added language bold and underlined; deleted language stricken through):

**14.20.020 Mobile home construction standards.**

Any mobile home intended to be placed ~~in a mobile home park~~ within the city of Kodiak must conform to the standards set forth in the Code of Federal Regulations, Title 24, Part 3280, titled “Manufactured Home Construction and Safety Standards.”

**Section 2:** Kodiak City Code 14.20.030, Location—prohibited—exceptions—temporary visitor permit, is hereby amended to read as follows (added language bold and underlined; deleted language stricken through):

**14.20.030 Location—prohibited—exceptions—temporary visitor permit.**

~~(a) The parking or otherwise locating of mobile homes for any purpose other than storage anywhere within the city limits, outside an existing mobile home park, is prohibited.~~

~~(b) The parking or otherwise locating of recreational vehicles for any purpose other than storage anywhere within the city limits, outside an existing mobile home park, is prohibited unless authorized by the terms of a temporary visitor permit or unless the recreational vehicle is located on private property with the permission of the owner of that property and is at least 150 feet from the nearest public road and all property owned by other persons and for a maximum period of not more than 10 weeks in any one calendar year.~~

**(a)** The cashier may issue one temporary permit per visitor per six-month period; said permit not to exceed 14 days which shall be subject to a single renewal for a period not to exceed an additional seven days. If the permittee fails to vacate or remove the recreational vehicle at the expiration of the permit term and any renewal period granted, the permittee shall become liable to the city for a civil fine in the amount of \$20.00 per day for each day or portion of a day that the recreational vehicle remains on the premises without authorization plus any



surcharge required to be imposed by AS 29.25.072. For the purpose of this section, “visitor” shall mean a person who journeys to the city for the purpose of a short stay and has been in Kodiak for less than 30 days. The temporary visitor permit will be issued only to recreational vehicles bearing a current license plate. The permit will be issued to the license number except in the case of vehicle-mounted campers, in which case, the permit will be issued to the license number of the vehicle upon which the camper is mounted. It is not permitted under this section to remove a camper from the licensed vehicle to which the temporary permit applies.

**(b2)** The cashier shall only issue temporary visitor permits for private property. If the applicant desires to park a recreational vehicle on any city-owned property or rights-of-way the permit shall be subject to approval by the council.

**(c3)** Opportunity for objection to the issuance of a temporary visitor permit issued under this section will be extended to property owners whose property immediately abuts the private property on which the temporary visitor permit is issued or applied for, and on whose property is situated an occupied dwelling. The objection may be made before issuance or during the term of the permit. Any objections filed under this subsection will be reviewed by the council at the next regular council meeting following the filing of the objection; a decision by the council as to the issuance or continuance of the protested permit will be made at that meeting.

**(d4)** The city council may establish by resolution or motion the fees for each original application for a temporary visitor permit and for the renewal of such permits.

**Section 3:** This ordinance shall be effective one month following final passage and publication in accordance with Kodiak Charter Article II Section 13.

CITY OF KODIAK

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading:  
Second Reading:  
Effective Date:

Introduced by: KIB Manager  
Requested by: P&Z Commission  
Drafted by: CDD Department  
Introduced: 09/03/2015  
Public Hearing: 09/17/2015  
Adopted: 09/17/2015

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**KODIAK ISLAND BOROUGH  
ORDINANCE NO. FY2016-06**

**ORDINANCE NO. FY2016-06 AMENDING KODIAK ISLAND  
BOROUGH CODE TITLE, 17 ZONING; CHAPTERS 17.115 MOBILE  
HOME PARKS, 17.80 R2 – TWO-FAMILY RESIDENTIAL DISTRICT,  
17.85 R3 – MULTI-FAMILY RESIDENTIAL DISTRICT, AND 17.90 B –  
BUSINESS DISTRICT TO REVISE AND UPDATE THE STANDARDS  
FOR MOBILE HOME PARKS IN THE BOROUGH**

**WHEREAS**, as a second class Borough, the Kodiak Island Borough excercises planning, platting, and land use regulations on an area wide basis pursuant to Chapter 29.40 Alaska Statutes; and

**WHEREAS**, in accordance with AS 29.40, the Kodiak Island Borough adopted the 2008 Comprehensive Plan update on December 6, 2007 (Ordinance No. FY2008-10) to replace the 1968 Comprehensive Plan; and

**WHEREAS**, the Kodiak Island Borough has adopted KIBC Title 17 (Zoning) in accordance with AS 29.40 to implement the Kodiak Island Borough Comprehensive Plan; and

**WHEREAS**, KIBC 17.205.010 provides that "Whenever the public necessity, convenience, general welfare or good zoning practice requires, the assembly may, by ordinance and after report thereon by the commission and public hearing as required by law, amend, supplement, modify, repeal or otherwise change these regulations and the boundaries of the districts;" and

**WHEREAS**, the recent announced closure of Jackson's Mobile Home Park pursuant to AS 34.03.225(a)(4) will result in nearly 100 families being forced to relocate; and

**WHEREAS**, there are a limited number of mobile homes parks in the community where units may be moved to; and

**WHEREAS**, Some of the existing regulatory requirements for mobile homes parks have been noted as a disincentive for new mobile home parks to be established or expansion of existing parks; and

**WHEREAS**, the public necessity and general welfare of the community may be better served by amending the code to reduce or eliminate some zoning requirements for new or expanded mobile home parks rather than requiring strict adherence to existing zoning requirements for these parks; and

49 WHEREAS, the amendments to Chapters 17.115 KIBC (Mobile Home Parks), 17.80  
50 (R2-Two-family Residential District), 17.85 (R3-Multi-family Residential District), and 17.90  
51 (B-Business District) of Title 17 will accomplish the stated public need; and

52  
53 WHEREAS, the Planning and Zoning Commission held work sessions or special meetings  
54 to review the proposed changes on July 1, 2015, July 15, 2015, August 5, 2015, and  
55 August 12, 2015; and

56  
57 WHEREAS, the Planning and Zoning Commission set aside time for public input and  
58 discussion at each work session; and

59  
60 WHEREAS, the Planning and Zoning Commission held a public hearing on August 19,  
61 2015 and following the August 19, 2015 public hearing, voted to transmit their  
62 recommendations for revisions to KIBC Title 17, Zoning to the Borough Assembly; and

63  
64 WHEREAS, as part of their recommendation to adopt the revisions to Chapters 17.115,  
65 17.80, 17.85, and 17.90 KIBC, the Planning and Zoning Commission adopted Findings of  
66 Fact, which are attached hereto as Exhibit A; and

67  
68 NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KODIAK ISLAND  
69 BOROUGH that:

70  
71 Section 1: This ordinance is of a general and permanent nature and shall become a  
72 part of the Kodiak Island Borough Code of Ordinances; and

73  
74 Section 2: KIBC Title 17, Zoning; Chapters 17.115 Mobile Home Parks, 17.80 R2 –  
75 Two-family Residential District; 17.85 R3 – Multi-family Residential District,  
76 and 17.90 B – Business District are amended as follows:

77  
78 **Chapter 17.115**  
79 **MOBILE HOME PARKS**

- 80 Sections:
- 81 17.115.010 Definitions.
  - 82 17.115.020 Applicability of this chapter.
  - 83 17.115.030 Districts where permitted.
  - 84 17.115.040 Plan review.
  - 85 17.115.050 Park streets.
  - 86 17.115.060 Parking.
  - 87 17.115.070 Walks.
  - 88 17.115.080 Street names.
  - 89 17.115.090 Mobile home spaces.
  - 90 17.115.100 Play areas.
  - 91 ~~17.115.110 On-site storage.~~
  - 92 ~~17.115.120 Repealed.~~
  - 93 17.115.130 110 Screening.
  - 94 ~~17.115.140 Repealed.~~
  - 95 ~~17.115.150 Parking of mobile homes.~~
  - 96 17.115.160 120 Mobile homes on individual lots.
  - 97 ~~17.115.170~~
  - 98 ~~17.115.250 Repealed.~~

99

100 **17.115.010 Definitions.**

101 For the purpose of this title the following definitions apply:

102 "Mobile home" means a ~~single-story~~ structure, such as those which are constructed in  
103 accordance with 24 CFR Part 3280. Mobile homes are transportable in one or more  
104 sections, which in the traveling mode is are eight body feet or more in width and 40 body  
105 feet or more in length, or, when erected on-site, is are 320 or more square feet. Mobile  
106 homes are ~~and which is~~ built on a permanent chassis and designed to be used as a  
107 dwelling with or without a permanent foundation when connected to the required utilities,  
108 ~~and includes~~ including the plumbing, heating, air conditioning, and electrical systems  
109 contained therein. Calculations used to determine the number of square feet in a structure  
110 will be based on the structure's exterior dimensions measured at the largest horizontal  
111 projections when erected on site. These dimensions will include all expandable rooms,  
112 cabinets, and other projections containing interior space, but does not include bay  
113 windows.

114 "Mobile home park" means a tract of land upon which seven or more mobile home spaces  
115 are located, established, or maintained for occupancy by mobile homes modular homes,  
116 or manufactured homes. All modular or manufactured homes must comply with the  
117 requirements of KIBC Title 15, Buildings and Construction. A mobile home park may  
118 have section of the park designated for occupancy by recreational vehicles, in  
119 accordance with Chapter 17.165 KIBC. [Ord. FY06-03 §3, 2005; repealed and  
120 reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.005].  
121

122 **17.115.020 Applicability of this chapter.**

123 Except as provided in Chapter 17.140 KIBC, all mobile home parks within the borough  
124 shall be constructed, operated, and maintained in accordance with the standards set forth  
125 in this chapter. Complete responsibility for standards established by this chapter and for  
126 construction within a mobile home park shall rest with the owner of such park. When a  
127 mobile home park site plan is approved, the provisions of this chapter will apply in lieu of  
128 the provisions of the underlying zoning district. [Ord. FY06-03 §4, 2005. Formerly  
129 §17.26.008].  
130

131 **17.115.030 Districts where permitted.**

132 Mobile home parks shall be permitted only in the R3 multifamily residential district, and as  
133 a conditional use in the R2 and B business districts. [Ord. FY06-03 §5, 2005; repealed  
134 and reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.010].  
135

136 **17.115.040 Plan review.**

137 A. Every application for zoning compliance for a mobile home or a mobile home park shall  
138 include a site plan of the proposed mobile home park or expansion of an existing mobile  
139 home park except in instances where the building footprint and/or building placement is  
140 not altered. The site plan shall include:

- 141 1. The exterior boundaries of the subject property, its dimensions, and the area of the lot;  
142 and
- 143 2. All the items required by this chapter.

144 B. Plans for drainage, solid waste disposal, and lighting, shall be submitted by the  
145 owner. Plans for sewer, water, and roads for a mobile home park shall be prepared by a  
146 registered engineer. ~~and~~ All such plans shall be reviewed and approved by the  
147 engineering and facilities department prior to construction of the mobile home park.

148 C. An as-built survey may be required to accompany zoning compliance permit  
149 applications. When required, the as-built survey will show the mobile home space  
150 boundaries, space size, parking area, proposed mobile home footprint, as well as  
151 separation distances and parking areas on all adjoining mobile home park spaces. [Ord.  
152 FY06-03 §6, 2005; repealed and reenacted by Ord. 93-63 §1, 1993; Ord. 92-17 §4, 1992;  
153 Ord. 84-37 §1, 1984. Formerly §17.26.020].  
154

155 **17.115.050 Park streets.**

156 A. All park streets shall be at least gravel, well drained, maintained, and open to traffic at  
157 all times.

158 B. Two-Way Traffic. Each driving lane shall meet the minimum requirements for the design  
159 and construction of local roads within a subdivision as provided in KIBC Title 16 (i.e., 23  
160 feet for unpaved trafficways and 20 feet for paved trafficways). No right-of-way is  
161 required for trafficways (park streets) in a mobile home park.

162 C. One-Way Traffic. The driving lane shall be at least 12 feet wide.

163 D. Dead-end streets shall have a turnaround or cul-de-sac approved by the engineering  
164 and facilities department.

165 E. No dead-end street shall exceed 500 feet in length. [Ord. FY06-03 §7, 2005; repealed  
166 and reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.030].  
167

168 **17.115.060 Parking.**

169 There shall be at least two residential parking spaces included in each mobile home  
170 space, with minimum dimensions of nine feet by 18 feet in size. Alternatively, ~~the total~~  
171 ~~amount of~~ required parking for all mobile home spaces may be within a common parking  
172 area inside the mobile home park, subject to approval of the parking plan in conjunction  
173 with zoning compliance or a conditional use permit for the mobile home park. ~~before~~  
174 ~~the planning and zoning commission as a nonpublic hearing agenda item.~~ All common  
175 parking areas shall be designed and approved as specified in KIBC 17.175.080. [Ord.  
176 FY06-03 §8, 2005; repealed and reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1,  
177 1984. Formerly §17.26.040].  
178

179 **17.115.070 Walks.**

180 Provisions shall be made for at least a 36 ~~30~~-inch-wide, well-drained and made of at a  
181 minimum the material as the park street, within the park (on one side of park streets if  
182 adjacent to the park street) for foot traffic to and from all mobile home spaces. Walkways  
183 shall not be included within the mobile home space. [Ord. FY06-03 §9, 2005; repealed and  
184 reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.050].  
185

186 **17.115.080 Street names.**

187 Posting of street names and space numbers ~~or~~ addresses is the responsibility of the  
188 mobile home park owner. Street names and space numbers shall be assigned by the  
189 mobile home park owner and submitted to the community development department for  
190 review and approval subject to applicable street naming requirements. The established  
191 street names and space numbers ~~or~~ addresses shall be made available to other public  
192 agencies (e.g., fire department, law enforcement agencies, post office) by the community  
193 development department. [Ord. FY06-03 §10, 2005; repealed and reenacted by Ord. 93-  
194 63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.060].  
195  
196  
197

198 **17.115.090 Mobile home spaces.**

199 A. "Mobile home space" means a plot of ground at least 30 feet in width and of sufficient  
200 length to meet all separation distances specified in this section and located within a mobile  
201 home park intended for the accommodation of a mobile home.

202 B. No mobile home space shall contain more than one dwelling unit, mobile home, a  
203 recreational vehicle in a section designated for recreational vehicles within a mobile  
204 home park in accordance with Chapter 17.165 KIBC, or doublewide mobile home. No  
205 other dwelling units shall occupy a mobile home space.

206 C. ~~No combination of mobile home, addition thereto, or accessory building shall occupy  
207 more than 50 percent of the mobile home space.~~

208 D. Each mobile home space within the park shall have direct access to a park street. The  
209 park street system shall have a connection to a public street with a right-of-way of not less  
210 than 50 feet.

211 DE. No portion of a mobile home will be within the 25 foot front yard setback feet of any  
212 public right-of-way street not within the mobile home park. No portion of a mobile  
213 home, ~~nor shall it~~ be within 10 feet of any park street.

214 EF. No portion of a mobile home or any additions, ~~ex~~ including the tongue, shall be  
215 closer than 10 feet ~~side to side, eight feet end to side, or six feet end to end horizontally~~  
216 from any other mobile home or community building unless the exposed composite walls  
217 and roof of either structure are without openings and constructed of materials that will  
218 provide a one-hour fire resistance rating or the structures are separated by a one-hour fire-  
219 rated barrier. No portion of a mobile home will be closer than 5' from the mobile  
220 home park space boundary.

221 FG. An accessory building or a structure constructed of combustible materials shall be  
222 located no closer than five feet from any other accessory building or structure within or  
223 adjacent to the mobile home space, and no closer than six feet from any mobile home.

224 GH. No addition or combination of additions shall increase the area of the mobile home as  
225 originally manufactured by more than 100 percent. [Ord. FY06-03 §11, 2005; repealed and  
226 reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.070].

227  
228 **17.115.100 Play areas.**

229 Play areas shall be centrally located and accessible to each mobile home space in the  
230 park. A separate play area of 50 ~~200~~ square feet, not included in a mobile home space,  
231 restricted to use as a play area, shall be provided per mobile home space within mobile  
232 home parks containing more than 20 mobile home spaces. ~~the park.~~ [Repealed and  
233 reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.080].

234  
235 ~~17.115.110 On-site storage.~~

236 ~~Storage for boats, recreational vehicles, etc., must be provided at a ratio of 250 square  
237 feet for every four mobile home spaces in a common location. [Repealed and reenacted  
238 by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.090].~~

239  
240 ~~17.115.120 Minimum distances.~~

241 ~~Repealed by Ord. FY06-03. [Repealed and reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-  
242 O §1, 1984. Formerly §17.26.100].~~

243  
244 **17.115.110 130 Screening.**

245 When a mobile home is permitted as a conditional use, the The commission may  
246 require that a fence, wall, or hedge be established and maintained between the mobile  
247 home park and any other lot if there is a written complaint found by the planning and

248 zoning commission determines to warrant such screening is warranted. Screening is  
249 not required where mobile home parks are a permitted land use. [Ord. FY06-03 §13,  
250 2005; repealed and reenacted by Ord. 93-63 §1, 1993; Ord. 84-37-O §1, 1984. Formerly  
251 §17.26.110].

252

253 **17.115.140 Foundation.**

254 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.115].*

255

256 **17.115.150 Parking of mobile homes.**

257 *A mobile home shall not remain more than 72 hours in a park unless it is parked in a*  
258 *mobile home space or in a designated on-site storage area referenced in KIBC*  
259 *17.115.140. [Ord. FY06-03 §14, 2005; repealed and reenacted by Ord. 93-63 §1, 1993;*  
260 *Ord. 84-37-O §1, 1984. Formerly §17.26.120].*

261

262 **17.115.120 160 Mobile homes on individual lots.**

263 A. No more than one mobile home shall be allowed on an individual lot, unless the mobile  
264 home is parked in a mobile home park. A single mobile home on an individual lot shall be  
265 subject to any ordinances which pertain to single-family residences.

266 B. Individual mobile homes shall be subject to the minimum lot size and setback  
267 requirements of the particular zoning district in which they are to be located; and

268 C. All mobile homes must be inspected and receive a certificate of occupancy from the  
269 building official prior to occupancy, except in those municipalities where the building code  
270 has not been adopted. [Ord. FY06-03 §15, 2005; repealed and reenacted by Ord. 93-63  
271 §1, 1993; Ord. 84-37-O §1, 1984. Formerly §17.26.130].

272

273 **17.115.170 On-site storage.**

274 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.135].*

275

276 **17.115.180 Minimum distances.**

277 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.140].*

278

279 **17.115.190 Garbage disposal and receptacles.**

280 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.150].*

281

282 **17.115.200 Fences.**

283 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.160].*

284

285 **17.115.210 Parking of mobile homes.**

286 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.170].*

287

288 **17.115.220 Fire protection.**

289 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.180].*

290

291 **17.115.230 Mobile homes on individual lots.**

292 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.190].*

293

294 **17.115.240 Exceptions.**

295 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.200].*

296

297 **17.115.250 Mobile home permit fees.**

298 *Repealed by Ord. 93-63. [Ord. 84-37-O §1, 1984. Formerly §17.26.210].*

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**Chapter 17.80**  
**R2 – TWO-FAMILY RESIDENTIAL DISTRICT**

**Sections:**

- 17.80.010 Description and intent.
- 17.80.020 Permitted uses.
- 17.80.025 Conditional Uses.**
- 17.80.030 Area requirements.
- 17.80.040 Yards.
- 17.80.050 Building height limit.
- 17.80.060 Public service requirement.

**17.80.010 Description and intent.**

The R2 two-family residential zoning district is established as a land use district for single-family and two-family residential dwellings and limited office uses where public water and sewer services are available. For the two-family residential zoning district, in promoting the general purposes of this title, the specific intentions of this chapter are:

- A. To encourage the construction of single-family and two-family dwellings;
- B. To prohibit commercial and industrial land uses and any other use of the land which would interfere with the development or continuation of single-family and two-family dwellings in the district;
- C. To encourage the discontinuance of existing uses that are not permitted under the provisions of this chapter;
- D. To discourage any use which would generate other than normal vehicular traffic on streets serving residents on those streets; and
- E. To prohibit any use which, because of its character or size, would create requirements and costs for public services, such as police and fire protection, water supply, and sewerage, before such services can systematically and adequately be provided. [Ord. 83-17-O §3, 1983. Formerly §17.19.010].

**17.80.020 Permitted uses.**

The following land uses are permitted in the two-family residential district:

- A. Accessory buildings;
- B. Beauty shops;
- C. Churches;
- D. Clinics;
- E. Greenhouses;
- F. Home occupations;
- G. Hospitals;
- H. Parks and playgrounds;
- I. Professional offices;
- J. Schools;
- K. Single-family dwellings;
- L. Two-family dwellings;
- M. Vacation homes;
- N. Bed and breakfasts; and
- O. Hoop houses. [Ord. FY2012-10 §10, 2012; Ord. FY2007-08-O §10, 2006; Ord. 83-17-O §3, 1983. Formerly §17.19.020].

**17.80.025 Conditional Uses.**



349 **The following land uses may be allowed by obtaining a conditional use permit in**  
350 **accordance with the provisions of Chapter 17.200 KIBC:**

351 **A. Mobile Home Parks.**

352

353 **17.80.030 Area requirements.**

354 **A. Lot Area.** The minimum lot area required for a single-family dwelling is 7,200 square  
355 feet. The minimum lot area required for a two-family dwelling is 3,600 square feet per  
356 dwelling unit.

357 . . .

358

#### **Chapter 17.85**

359

### **R3 – MULTIFAMILY RESIDENTIAL DISTRICT**

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**Sections:**

361 17.85.010 Description and intent.

362 17.85.020 Permitted uses.

363 17.85.030 Area requirements.

364 17.85.040 Yards.

365 17.85.050 Building height limit.

366 17.85.060 Public service requirement.

367 17.85.070 Group housing.

368 17.85.080 Site plan requirement.

369

370 **17.85.010 Description and intent.**

371 The R3 multifamily residential zoning district is established as a land use district for one-  
372 family, two-family, and multifamily dwellings and limited office uses where public water and  
373 sewer services are available. For the multifamily residential zoning district, in promoting  
374 the general purposes of this title, the specific intentions of this chapter are:

375 **A.** To encourage the construction of one-family, two-family, and multifamily dwellings;

376 **B.** To prohibit commercial and industrial land uses and any other use of the land which  
377 would interfere with the development or continuation of one-family, two-family, and  
378 multifamily dwellings in this district;

379 **C.** To encourage the discontinuance of existing uses that are not permitted under the  
380 provisions of this chapter;

381 **D.** To discourage any use which, because of its character or size, would create  
382 requirements and costs for public services, such as police and fire protection, water  
383 supply, and sewerage, before such services can adequately be provided; and

384 **E.** To discourage any use which would generate other than normal vehicular traffic on  
385 streets serving residents on those streets. [Ord. 83-17-O §4, 1983. Formerly §17.20.010].

386

387 **17.85.020 Permitted uses.**

388 The following land uses are permitted in the multifamily residential district:

389 **A.** Accessory buildings;

390 **B.** Beauty shops;

391 **C.** Boardinghouses;

392 **D.** Churches;

393 **E.** Clinics;

394 **F.** Greenhouses;

395 **G.** Home occupations;

396 **H.** Hospitals;

397 **I.** Multifamily dwellings;

398 **J.** Parks and playgrounds;

- 399 K. Professional offices;
- 400 L. Schools;
- 401 M. Single-family dwellings;
- 402 N. Two-family dwellings;
- 403 O. Vacation homes;
- 404 P. Bed and breakfasts,
- 405 Q. Mobile Home Parks; and
- 406 RQ. Hoop houses. [Ord. FY2012-10 §11, 2012; Ord. FY2007-08-O §11, 2006; Ord. 83-17-
- 407 O §4, 1983. Formerly §17.20.020].
- 408 ...
- 409

**Chapter 17.90**  
**B – BUSINESS DISTRICT**

- 412 Sections:
- 413 17.90.010 Description and intent.
- 414 17.90.020 Permitted uses.
- 415 17.90.030 Conditional uses.
- 416 17.90.040 Building height.
- 417 17.90.050 Performance standards.
- 418 17.90.060 Urban renewal plan compliance.

**419 17.90.010 Description and intent.**

420 The B business zoning district is established for the purposes of protecting and  
 421 encouraging the development of community business core areas that function efficiently  
 422 as centers of retail business and retail service activities. For the business zoning district, in  
 423 promoting the general purposes of this title, the specific intentions of this chapter are:  
 424 A. To encourage the continued use and development of land for retail purposes;  
 425 B. To discourage the use of business district lands for other than retail purposes;  
 426 C. To prohibit the use of business district lands for manufacturing and industrial purposes;  
 427 and  
 428 D. To encourage the discontinuance of existing uses that are not permitted under the  
 429 provisions of this chapter. [Ord. 82-40-O §1, 1982. Formerly §17.21.010].  
 430

**431 17.90.020 Permitted uses.**

432 The following land uses and activities are permitted in the business district:

- 433 A. Accessory buildings;
- 434 B. Assembly halls;
- 435 C. Art galleries;
- 436 D. Automobile repair garages and dealerships;
- 437 E. Banks;
- 438 F. Building material suppliers;
- 439 G. Dry-cleaning establishments;
- 440 H. Eating and drinking establishments;
- 441 I. Fraternal organizations and private clubs;
- 442 J. Funeral parlors;
- 443 K. Gasoline service stations;
- 444 L. Government offices;
- 445 M. Hotels;
- 446 N. Laundry establishments;
- 447 O. Libraries;

- 448 P. Machine shops;
- 449 Q. Marinas and boat moorage;
- 450 R. Mini-warehouses;
- 451 S. Motels;
- 452 T. Multiple-family dwellings;
- 453 U. Museums;
- 454 V. Offices;
- 455 W. Outdoor storage;
- 456 X. Printing shops;
- 457 Y. Professional offices and clinics;
- 458 Z. Public parks and open spaces;
- 459 AA. Recreational related uses;
- 460 BB. Retail stores and services;
- 461 CC. Single-family and two-family dwellings, if located within a structure containing a
- 462 permitted business use, not exceeding 50 percent of the area of the structure, and not
- 463 located on the street level of the structure except that an owner-occupied single-family
- 464 dwelling may be allowed within a street level business structure, so long as the residential
- 465 portion is predominantly located in the rear of the structure (away from the commercial
- 466 building facade(s) for corner and multi-frontage lots), the use of the dwelling is subsidiary
- 467 and incidental to the principal commercial use, and there is no indication, other than a
- 468 separate entrance on the street level building facade, that a residential use is located
- 469 within the structure;
- 470 DD. Theaters; and
- 471 EE. Radio stations. [Ord. 2001-07 §2, 2001; Ord. 94-24 §2, 1994; Ord. 88-33-O §2, 1988;
- 472 Ord. 83-72-O §1, 1983; Ord. 83-5-O §§1 – 3, 1983; Ord. 82-40-O §1, 1982. Formerly
- 473 §17.21.020].

474  
475 **17.90.030 Conditional uses.**

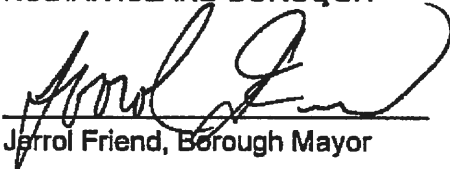
476 The following land uses and activities may be allowed by obtaining a conditional use  
477 permit in accordance with the provisions of Chapter 17.200 KIBC:

- 478 A. Churches;
- 479 B. Hospitals;
- 480 C. Recreational vehicle parks
- 481 D. Mobile Home Parks; and
- 482 ED. Warehouses. [Ord. 94-24 §2, 1994; Ord. 83-72-O §2, 1983; Ord. 83-5-O §4, 1983;
- 483 Ord. 82-40-O §1, 1982. Formerly §17.21.030].

484 ...

485 **ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH**  
486 **THIS SEVENTEENTH DAY OF SEPTEMBER, 2015**

487  
488 KODIAK ISLAND BOROUGH

489   
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492 Jarrol Friend, Borough Mayor

493 ATTEST:

494   
495  
496 Nova M. Javier, MMC, Borough Clerk

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, Deputy City Manager 

**Through:** Corey Gronn, Parks and Recreation Director

**Date:** October 22, 2015

**Agenda Item:** V. b. Resolution No. 2015–30, Authorizing the Kodiak Hockey League to Sell Concessions and Sharpen Skates at Baranof Park

---

**SUMMARY:** The Kodiak Hockey League (KHL), a local non-profit organization, has requested permission to sell concessions during games at Baranof Park. KHL additionally requested permission to sharpen skates at Baranof Park. Staff recommends Council adopt Resolution No. 2015–30.

**PREVIOUS COUNCIL ACTION:** As provided for in the Kodiak City Code, Council periodically issues permits to non-profit organizations to conduct fundraising or other related activities on City property.

**DISCUSSION:** Kodiak Hockey League is a newly formed non-profit organization that provides up to 150 Kodiak youth the opportunity to learn the game of hockey as well as sportsmanship, fair play, respect, and teamwork. KHL requests permission from the City to sell concessions in an effort to fundraise on City property to support its activities. With the closure of Skater's Edge and the local skate sharpening service they provided, KHL purchased the sharpener and wishes to continue this service to the public. KHL would provide skate sharpening to the community for a fee. Youth sport clubs like KHL do great work in the community and benefit the City Parks and Recreation Department in administering those programs.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2015–30. This is staff's recommendation, because it supports youth sports and the Kodiak Hockey League. It is also consistent with past practice and is allowed by City Code.
- 2) Do not adopt Resolution No. 2015–30. This is not recommended, as this group is willing to follow City Code requirements.

**LEGAL:** KCC 5.04.050 allows the Council to issue permits to non-profit organizations to conduct activities on designated City-owned property through passage of a resolution. The attached resolution complies with that requirement.

**STAFF RECOMMENDATION:** Staff recommends that Council adopt Resolution No. 2015–30, granting the Kodiak Hockey League a permit to sell concessions and offer skate sharpening as

OCTOBER 22, 2015  
Agenda Item V. b. Memo Page 1 of 2

requested, providing they coordinate activities with the Parks and Recreation Director, and comply with KCC sections 5.04.050 (b), (d), and 5.04.060.

**DEPUTY CITY MANAGER'S COMMENTS:** I recommend Council adopt Resolution No. 2015–30, as this action will benefit both the non-profit and the community.

**ATTACHMENTS:**

Attachment A: Resolution No. 2015–30

Attachment B: Request letter from Kodiak Hockey League (concessions)

Attachment C: Request letter from Kodiak Hockey League (sharpener)

**PROPOSED MOTION:**

Move to adopt Resolution No. 2015–30.

**CITY OF KODIAK  
RESOLUTION NUMBER 2015-30**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE KODIAK HOCKEY LEAGUE TO SELL CONCESSIONS AND SHARPEN SKATES AT BARANOF PARK**

WHEREAS, the Kodiak Hockey League is a new local nonprofit organization dedicated to the promotion of youth hockey; and

WHEREAS, the Kodiak Hockey League sponsors and supports the activities of approximately 150 Kodiak youth who participate in hockey in Kodiak; and

WHEREAS, this year, the Kodiak Hockey League requests permission to set up and then remove a concession space at the City’s ice rink during hockey games and events for the purpose of raising funds; and

WHEREAS, this year, the Kodiak Hockey League additionally requests permission to provide skate sharpening service available at Baranof Park, following compliance with insurance requirements satisfactory to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a permit be issued, with the permit fee waived, as provided in Kodiak City Code Section 5.04.050(d), to the Kodiak Hockey League to sharpen ice skates and sell concessions during hockey games and events for the season.

BE IT FURTHER RESOLVED that permission is granted for the Kodiak Hockey League to sell concessions at the games on the condition that the League complies with the applicable stipulations set forth in Kodiak City Code Section 5.04.050.

BE IT FURTHER RESOLVED that event sponsors shall coordinate park use with the Kodiak Parks and Recreation Director and the City Manager.

CITY OF KODIAK

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

CITY CLERK

Adopted:

City Council,

Kodiak Hockey League (KHL) is requesting the use of city property for fundraising purposes. KHL is a 501 c (3) non profit entity( EIN # 46-4989131) providing winter time activity to the youth of Kodiak through Hockey. We would like to sell simple concessions, sweatshirts, etc. to help generate revenue for the league. A temporary concession area would be set up and taken down on rink property under the roof each time we intend to use. We would do this throughout the KHL season.

Thank you for your consideration.

Sincerely,

John Glover  
President  
Kodiak Hockey League

City Council,

Kodiak Hockey League (KHL) is a 501c(3) non profit entity (EIN # 46-4989131) providing winter time activity to the youth of Kodiak through Hockey. KHL has recently purchased a portable skate sharpener. This sharpener will be the only available sharpener in Kodiak due to the recent closure of Skaters Edge which was the local business that offered this service for years. Skate sharpening is a necessity for all ice skating activities. KHL would like to provide this needed service to the ice skaters within this community and would like to house and operate this sharpener inside of a small 4'x8' shed stored on city/rink property. Only select qualified persons would operate the equipment. We would do this throughout the KHL season.

Thank you for your consideration.

Sincerely,

John Glover  
President  
Kodiak Hockey League



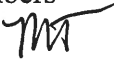
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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, Deputy City Manager 

**Date:** October 22, 2015

**Agenda Item:** V. c. **Authorization of Professional Services Contract for Planning/Design of Pedestrian Pathway Project No. 16-03/8023**

---

**SUMMARY:** The City Council received a presentation in July from the State of Alaska's grants administrator who oversees the City's legislative grants. The grants administrator advised Council and City staff that the \$384,000 that was awarded in FY2012 for the planning and design of a pathway project will be lost if a decision is not made now on which project to direct the money (grant funds were originally requested for a paved pathway from Pier II to Deadman's Curve). The legislative funds come from the cruise ship excise tax funds and require the project to be something that will benefit cruise ship passengers, provide for safety of the passengers, and/or enhance their experience in Kodiak. Staff is requesting Council authorize their preferred concept plan so initial work can begin.

### **PREVIOUS COUNCIL ACTION:**

- January 13, 2011, Council adopted Resolution No. 2011-02, requesting state cruise ship funds for pedestrian improvements on Shelikof from Pier II to downtown (#4 priority) and requesting cruise ship funds for pathway design from Pier II to Deadman's Curve (#5 priority)
- November 17, 2011, Council adopted Resolution No. 2011-37, accepting the legislative grant award for pathway design from Pier II to City Boundary (Deadman's Curve)
- March 2015, Council and staff talked with Alaska Department of Commerce, Community, and Economic Development staff and Kodiak's legislative delegation on problems using the grant award for the paved pathway from Pier II to Deadman's Curve due to excessive costs and the need to meet state Department of Transportation requirements
- July 22, 2015, Council received a presentation by State grants administrator on the need to decide on a project to use the grant funds on, as soon as possible, but no later than the fall
- August 11, 2015, Council discussed three options for pathway planning and design using the grant funds
- August 13, 2015, Council moved to authorize the 2012 legislative grant funds to be applied to developing a pedestrian pathway project from Pier II to Near Island and authorize the City Manager to request a planning and design proposal to initiate use of those funds

**DISCUSSION:** DOWL proposes to complete a Pedestrian Facilities Plan that completes the connection from Pier II to the Near Island Bridge. This will be accomplished in a scope of work, which includes Tasks 1-10. The basic objective of this plan is to allow the City to build on previous plans for improved

OCTOBER 22, 2015

Agenda Item V. c. Memo Page 1 of 2

pedestrian access and support additional tourism in the described area. DOWL will include an implementation plan to clearly identify the required steps to achieve the goals of this project.

**ALTERNATIVES:**

- 1) Authorize grant funds to be used for the outlined DOWL scope of work Tasks 1-10.
- 2) Do not identify a preferred pathway project, which is not recommended, because it will result in the loss of state grant funds.
- 3) Do not authorize and consider returning the grant funds to the state.

**FINANCIAL IMPLICATIONS:** There will be some initial costs to the City for planning and design once a contract is issued to a design firm, but the costs will be reimbursed by the state grant if filed prior to expiration of the grant.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends Council approve by motion the professional services contract for this pathway development project to which the grant monies can be applied for planning and design.

**DEPUTY CITY MANAGER'S COMMENTS:** Council has reviewed the pathway options and authorized use of funds towards developing a pathway plan from Pier II to Near Island. The DOWL proposal project scope includes partial design of additional concept plans for bulkhead parking along Shelikof Street, a breakwater boardwalk, topographic survey, Geotechnical investigation, and permitting efforts. Each task has a deliverable date with the final Facilities Plan expected June 30, 2016, the expiration date of the grant. The City Manager and I support the award of this professional services contract to DOWL for planning and design services. We recommend Council decide which pathway concept is best suited to the City's existing and long-term plans so the money available can go toward planning and design of the most appropriate concept or project.

**ATTACHMENTS:**

- Attachment A: Pier 2 to Near Island Pedestrian Facilities Plan and Design Scope and Fee for Planning and Design Services
- Attachment B: Designated Legislative Grant Program

**PROPOSED MOTION:**

Move to authorize a professional services contract dated October 22, 2015, with DOWL for the Pedestrian Facilities Plan and Design in the amount of \$333,376 with funds coming from the 2012 Pedestrian Pathway Planning and Design Grant Project No. 8023 and authorize the City Manager to execute the documents on behalf of the City.



October 22, 2015

Ms. Aimee Kniazowski  
City Manager  
City of Kodiak  
2410 Mill Bay Road  
Kodiak, Alaska 99615

**Subject:** City of Kodiak Pier 2 to Near Island Bridge Pedestrian Facilities Plan and Design  
Scope and Fee for Planning and Design Services

Dear Ms. Kniazowski:

DOWL is pleased to submit a fee and scope of work for planning and design services for the City of Kodiak (City) associated with the Pier 2 to Near Island Bridge Pedestrian Facilities Plan and Design.

**SCOPE OF WORK**

Based on our understanding of your goals for this project and the assumptions provided, we proposed to complete the following tasks:

- **Task 1:** Pedestrian Facilities Plan-- Center Street to Near Island Bridge
- **Task 2:** Public Involvement
- **Task 3:** 35% Design for Bulkhead Parking
- **Task 4:** Topographic Survey Coordination
- **Task 5:** Geotechnical Investigation
- **Task 6:** 65% Design for Bulkhead Parking
- **Task 7:** 95% Design for Bulkhead Parking
- **Task 8:** Final Design for Bulkhead Parking
- **Task 9:** Environmental Permitting and Right-of-Way Investigation
- **Task 10:** Additional Planning and Design Services

**TASK 1: PEDESTRIAN FACILITIES PLAN-- CENTER STREET TO NEAR ISLAND BRIDGE**

DOWL proposes to complete a Pedestrian Facilities Plan for the City of Kodiak that completes the connection from Pier 2 to the Near Island Bridge. Planning documents covering pedestrian facilities for a portion of the study area were previously completed by DOWL in the following documents:

- Landscape Master Plan for the Downtown Water, Sewer, and Storm Drain Master Plan – July 2010 (This document provides pedestrian planning from Marine Way to Center Street)

- Development Concept Plan, Shelikof Street: Jack Hinkel Way to Marine Way – February 2012 (Pedestrian improvements have already been constructed from Pier 2 to Jack Hinkel)

The basic objective of this new Facilities Plan is to provide a tool that will allow the City of Kodiak to build on the previous plans and evaluate options for improved pedestrian facilities from Center Street to Near Island Bridge (Figure 1: Study Area). These pedestrian facilities will provide a connection that facilitates access to Near Island for cruise ship passengers and supports additional tourism in downtown Kodiak. The plan will also evaluate options for improved pedestrian facilities from Rezanof Drive and Erskine Avenue to the library. The library is a known attraction for tourists.. These pedestrian facilities will provide a connection that facilitates access to the library for both cruise ship passengers and residents alike.



Figure 1: Study Area

We will prepare a plan that allows the City of Kodiak to productively focus their efforts, make decisions, and anticipate the future. The final Pedestrian Facilities Plan will be designed to position projects for future implementation. We will prepare an executive summary of prior pedestrian planning and how it can be

integrated with this plan unless they are affected by the key planning issues addressed in this new Pedestrian Facilities Plan. The report will include route analysis, cost estimation, summary of land ownership, and potential right-of-way restrictions.

In anticipation of the development of alternatives to build pedestrian facilities from Center Avenue to the Near Island Bridge, DOWL will provide additional ownership research and cost analysis as necessary for the potential right-of-way impacts of the proposed alternatives. This detailed information would provide the COK the ability to present viable options to the public and make an informed decision.

As part of the Facilities Plan, DOWL will prepare an implementation plan that clearly identifies the required steps to implement the recommended goals and policies. The implementation plan will propose a schedule for implementing each step, identify responsible parties for implementation, and identify potential funding sources and any intergovernmental coordination required for successful implementation.

### **Final Facilities Plan**

Once the public has had an opportunity to respond to the draft plan (Task 2), we will work with City staff to prepare recommended changes to the draft plan.

Once the plan has been approved, we will prepare the Final Facilities Plan document and submit electronic and hard copies of all project materials, including the draft and final plan, GIS/CAD maps and files, and public participation materials.

#### Deliverables:

- Pedestrian Facilities Plan (Draft and Final)

### **TASK 2: PUBLIC INVOLVEMENT**

Public participation is a key element in making sure the Facilities Plan (see Task 1) reflects the community's vision and has broad public support for implementation. The "public" consists of many different entities with different, and sometimes conflicting, needs and desires. One of our team's first tasks will be to develop a public involvement plan (PIP). We will meet with key City staff during development of the PIP to make sure it includes the right stakeholders. The plan will be designed to maximize public participation in the planning process and to facilitate the flow of information between the public and the planners. A two-way exchange of information will help the public understand how their input is being used in the process, which can help the credibility of the planning process.

#### Identification of Stakeholders and Technical Advisory Members

Public outreach efforts will be broken out into two forums: stakeholder public meetings and Technical Advisory Committee (TAC) meetings. Stakeholders and TAC members will be identified through discussions with key City staff, other local government staff, business and interest group representatives, and members

of the public. Stakeholders and TAC members will likely consist of selected members from the following organizations:

<b>Stakeholders</b>	<b>Technical Advisory Committee</b>
Community residents	U.S. Fish & Wildlife Service
Project Area business owners and operators	Select City and Borough departments
Kodiak Rotary Club	City Council
Social service agencies	Parks and Recreation Advisory Board
Civic and special interest groups	Ports and Harbors Advisory Board
Kodiak Historical Society	Kodiak Island Borough Planning and Zoning Commission
Alutiiq Museum	Island Trails Network
Kodiak Library	Kodiak Chamber of Commerce

Working with the groups most directly involved in what is happening in the project area, in addition to the broader public, will make sure the community vision gets translated into policies that work.

We anticipate two TAC meetings and two public meetings as part of completing this project. To be efficient and reduce cost, we will conduct these meetings on the same day. The TAC meetings will be held during the business day, while the public meetings will be held in the evening so that all interested stakeholders may attend. We will schedule any necessary site visits, interviews, and/or meetings to coincide with these team visits. Depending on timing and further discussion with the City, we propose presenting the 35% design for the bulkhead design (Task 3) and breakwater trail (Task 4).

Prior to the first TAC and public meeting, we will collect data, including completing appropriate phone interviews. We will present our findings at the initial meetings and gather feedback from attendees. We will present the draft Pedestrian Facilities Plan at the second round of meetings.

### Public Participation Measures

Specific outreach measures will be outlined in the PIP after meeting with City staff and key stakeholders. The PIP will identify appropriate participation methods and the prioritization of those measures that are the most cost effective and efficient for reaching the broadest range of affected stakeholders.

The approach is likely to include, but not be limited to, the following measures:

- Interviews with Key Stakeholders will engage those civic and business leaders that may not normally participate in broader public meetings—including City and Borough staff that implement the day-to-day decisions that affect development in the community. One-on-one or small group interviews will be used both at the beginning of the process to flesh out issues and ideas, and again later in the planning process to flesh out proposed policies and implementation issues.
- Briefings with the City Council, as needed, to keep them informed about the planning process and to allow their input to be incorporated throughout development of the plans. DOWL will assist staff in presenting the draft Pedestrian Facilities Plan to the City Council for approval.

- Use of feedback measures that allow the public to see how their input is being used in the planning process. This can be accomplished through creating and maintaining a project page on the City's existing website.

### Presenting the Draft Facilities Plan

Once the draft plan has been developed, our team will share it with the public. We will prepare a presentation of the basic elements to help communicate the plan to members of the public that might not normally take the time to read the actual plan documents. Information will be succinct and focused on the primary planning issues and the recommended policies and actions outlined in the implementation plan.

DOWL will discuss public input received and the success of public participation measures used each month at the project progress meeting with the City. The PIP will be revised as needed throughout the process to address issues and opportunities that arise.

### Assumptions:

- Only two TAC meetings and two public meetings are included in this task.
- No additional social media measures, other than a project page on the City's website, will be required.
- This task includes up to four separate mailings.
- If the Pedestrian Facilities Plan public involvement is concurrent with efforts for the Near Island Development plan there will be an approximate \$8,800 cost savings in the Public Involvement task.
- Additional public involvement needs, outside of the above scope identified, can be provided as needed under additional services. This could include additional TAC and/or public meetings, presentations, creating and maintaining a project website, creation and distribution of additional mailings, or other services as needed.

### Deliverables:

- Public Involvement Plan
- Summary of Public Comment, included in Pedestrian Facilities Plan

## **TASK 3: 35% DESIGN FOR BULKHEAD PARKING**

DOWL will perform 35% design for the bulkhead parking along Shelikof Street as summarized in the Development Concept Plan. The additional vehicle parking will include an approximately 300-foot long segment of fill to be placed and retained behind a wall. The bulkhead extension is expected to add approximately 35 perpendicular parking spaces, thus reducing the desire to park along Shelikof that often results in parking on the sidewalk and reducing pedestrian mobility.

This submittal would include drawings (cover sheet, typical section, bulkhead extension plan view, details, and a concept landscape plan), a detailed engineer's estimate, and brief 2-3 page feasibility memo summarizing challenges and design decisions. We will participate in teleconference coordination meetings



with your office and make one trip to Kodiak to perform a site visit, verify site conditions, discuss the 35% design submittal (for both the bulkhead parking and breakwater trail designs).

Deliverables:

- 35% Design, engineer's estimate, and design memo
- One site visit only for two people as part of the design for the bulkhead parking and breakwater boardwalk

**TASK 4: TOPOGRAPHIC SURVEY**

The City will provide the survey information required for design (see Tasks 3 and 4), and the selected surveyor will reduce the field survey and provide a base AutoCAD file. This file will be plotted for DOWL review and then used in the preparation of design drawings. It will reflect information about underground utilities obtained from available record drawings, and the locations of the new test holes will be shown. DOWL will back-check the base map and work with the City or surveyor to verify the information is complete. The City selected surveyor will also sign the survey control drawing.

Assumptions:

- The City of Kodiak will contract survey services directly with local surveyor.
- DOWL will be responsible for compiling the base map from the survey provided by the City.

Deliverables:

- Design base map

**Task 5: Geotechnical Investigation**

Based on the regional geology and previous geotechnical explorations in the general vicinity of your site, the scope of the exploration is based on the assumption the site soils consist of at least 20 feet of fill material over marine sediments overlying bedrock.

We propose to drill three test borings to depths of 50 feet along the proposed parking expansion. The test borings will be drilled using a truck-mounted drill rig equipped with an air-driven downhole hammer.

Samples will be obtained at the surface, and depths of 2.5, 5, 7.5, and 10 feet and at 5-foot intervals thereafter using American Society for Testing and Materials (ASTM) standard penetration test equipment and procedures, a modified sampler or applicable means. The test borings will be logged by a DOWL geologist/engineer.

A slotted three-quarter inch PVC standpipe will be placed in select bore holes to allow monitoring the groundwater level. That level will be checked once after sufficient time has passed for the water levels to stabilize in the standpipes.

Selected samples recovered from the borings will be tested in our laboratory to classify the soils and to determine their basic engineering properties. The specific testing program will depend on the soil conditions and the samples recovered, but will typically include water content, particle-size analyses, and Atterberg limits.

The findings of the field and laboratory testing will be analyzed and interpreted and a report will be issued that presents the data obtained from the field exploration and laboratory testing, our analysis and interpretation of the data, recommended geotechnical design parameters for foundations and paved parking areas, and recommendations for associated construction earthwork and construction inspection and testing.

Schedule:

We expect to be able to begin the field exploration about two to three weeks following Notice-to-Proceed. The field work is expected to take approximately one week and the laboratory testing one to two weeks thereafter. The report can be made available approximately four to six weeks after completion of the field exploration. Preliminary findings and recommendations can be provided after completion of the field work as needed by your design team.

Assumptions:

This scope and associated fee is based on the anticipated soil conditions and scope of work described herein 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 the assumptions are incorrect, please contact us so the scope and fee can be revised accordingly.

- The City will assist with legal entry and access onto the site for DOWL to perform the exploration.
- The City will assist with all necessary utility locates.
- Locating test borings with a handheld GPS or by measuring with a cloth tape from existing site features is sufficiently accurate for the purposes of this exploration.
- The site is accessible with a truck-mounted drill rig.
- Backfilling the test borings with cuttings to the ground surface before leaving the site will be sufficient.
- No permits will be required to drill the test borings for the parking expansion.
- Standby fees may be invoiced in addition to the proposed lump sum fee. Standby would only be charged for delays caused by weather or circumstances beyond our control. Standby will be assessed at an additional \$250 per hour for the drilling subcontractor and an additional \$135 per hour plus reimbursables for the engineer/geologist.
- Should the encountered conditions vary from those anticipated; we will immediately notify the client of further investigation options.

Deliverables:

- Geotechnical Investigation Report, Location Map, Boring Logs, and Laboratory Test Results

### **TASK 6: 65% DESIGN FOR BULKHEAD PARKING**

Upon written receipt of the 35% design review comments for the bulkhead parking, we will prepare an updated version of the bulkhead parking design drawings, which will constitute the 65% design submittal.

In this submittal, we envision a total sheet count as follows:

<b>Sheet Count (24" x 36")</b>	<b>Estimated Number of Sheets</b>
Cover Sheet	1
Index, Notes, Key Map, Legend, and Abbreviations	1
Demolition Sheets	1
Typical Sections	1
Parking and Drainage Plan and Profile Sheets (20-Scale)	2
Signing and Striping Plans	1
Notes and Details Sheets	4
<u>Landscape Plans and Details</u>	<u>4</u>
Total	15

Drawings will be prepared in English Units, and Draft Special Provisions will be prepared based on the City of Kodiak Standard Specifications (2012 edition).

#### Assumptions

- DOWL will prepare three sets of half size plans, specifications, and engineer's cost estimate for each design submittal (Tasks 4, 5, and 7-9)
- No illumination desired for parking area beyond that already provided for street

#### Deliverables:

- 65% Drawings, engineer's estimate, and special provisions

### **TASK 7: 95% DESIGN FOR BULKHEAD PARKING**

Upon written receipt of the 65% design review comments for the bulkhead parking, we will prepare pre-final construction documents (plans, specifications, and construction estimate) that will be essentially complete, as we understand the project. This will be our final review of the project documents prior to preparing the final construction documents. We will perform an additional site visit following the 95% design submittal.

#### Deliverables:

- 95% Drawings, engineer's estimate, and special provisions

## **TASK 8: FINAL DESIGN FOR BULKHEAD PARKING**

After review of the 95% submittal for the bulkhead parking, recommended changes will be incorporated into the plan set and we will prepare the final bid documents for the bulkhead parking. The benefit of bringing the project to final design is to have a shovel ready project should federal funding become available.

### Assumptions

- All construction for the bulkhead parking will be bid under a single contract, without alternatives, which would require additional drawings.
- Survey control sheet by local surveyor directly contracted with the City of Kodiak.

### Deliverables:

- Final signed drawings, engineer's estimate, and special provisions

## **TASK 9: ENVIRONMENTAL PERMITTING AND RIGHT-OF-WAY INVESTIGATION**

DOWL's Environmental professionals will assist with permitting efforts. At present, the exact amount of permitting required for this effort is variable, however as design progresses and details emerge, DOWL will work with the City of Kodiak to tailor the scope, budget and timeline to best meet the project timeframe and the client's needs.

We envision two necessary permit processes, to cover the expansion of the parking facilities into the tidal waters of the small boat harbor. In addition, the permit process for the parking expansion could include multiple additional permits and authorizations, including but not limited to an Essential Fish Habitat assessment, coordination with National Marine Fisheries Service (NMFS) and US Fish & Wildlife Service on endangered species, and possibly US Coast Guard consultation.

DOWL's Real Estate Services Group will provide basic ownership research and identification of additional interests necessary for the improvements proposed at the bulkhead parking and potential stairway connection from Mission Road to Rezanof Drive. At this time we assume that a majority, if not all, of the proposed improvements will be contained within the current right of way owned by COK.

We anticipate the need for contacting and working with the Corp of Engineers Realty Services department regarding identifying interests, if any, held by the COE and obtaining said interests or clearance to facilitate the improvements on behalf of the COK. We expect that COE tasks will consist of minimal interaction and application creation. Should complications with this task arise DOWL will communicate directly with COK and provide potential solutions moving forward.

### Assumptions:

- The parking lot expansion will involve a volume and area of fill sufficient to require a Section 404/10 Individual Permit for fill in Waters of the United States
- Fill for the project will come from an established material source, and will consist of clean shot rock

- These permitting efforts do not include permits for activities such as survey, geotechnical activities, or right-of-way acquisition
- DOWL and the client will revisit the permitting process further into the design, to decide how best to proceed with permitting once a preliminary design has been established

Deliverables:

- Final permits for bulkhead parking

**TASK 10: ADDITIONAL PLANNING AND DESIGN SERVICES**

As planning and public involvement progresses, there may be the need or desire by the public to evaluate additional planning and/or design options. For example, this task may include further advancing evaluation of a project identified through the planning and public involvement tasks identified herein or a project previously identified in past planning documents identified in Task 1, developing design for an identified project to a specific percent complete, and/or additional base map development and survey. This task will be further defined as this project progresses, Budget will not be expended until a scope of work and associated cost has been defined and approved by the City of Kodiak.

**SCHEDULE**

This schedule has been prepared with an assumed notice-to-proceed (NTP) date that is subject to change. Regardless of the NTP date, the schedule is intended to demonstrate the expected timeframe to complete each tasks.

Notice-to-Proceed (NTP).....	Assume October 26, 2015
Public Involvement Plan.....	November 20, 2015
Geotechnical Field Exploration .....	November 20, 2015
Pedestrian Facility Plan Data Collection .....	December 11, 2015
Geotechnical Investigation Report .....	January 8, 2016
35% Design - Bulkhead Parking.....	January 8, 2016
TAC #1/Public Meeting #1 .....	January 14, 2016
Draft Facilities Plan .....	March 17, 2016
65% Design -Bulkhead Parking.....	March 17, 2016
TAC #2/Public Meeting #2 .....	April 14, 2016
95% Design – Bulkhead Parking .....	April 7, 2016
Present to City Council.....	May 12, 2016
Final Facilities Plan .....	June 30, 2016
Final Design and Permitting – Bulkhead Parking .....	June 30, 2016

**FEE PROPOSAL**

We propose to complete the described tasks for a total of \$333,376. A breakout of cost for each task is below:

Task	Fee
Task 1: Pedestrian Facilities Plan— Center Street to Near Island	\$91,160
Task 2: Public Involvement (T&M)	\$55,156
Task 3: 35% Design for Bulkhead Parking	\$21,870
Task 4: Topographic Survey	\$9,260
Task 5: Geotechnical Investigation	\$46,945
Task 6: 65% Design for Bulkhead Parking	\$23,130
Task 7: 95% Design for Bulkhead Parking	\$20,040
Task 8: Final Design for Bulkhead Parking	\$16,975
Task 9: Environmental Permitting	\$13,840
Task 10: Additional Planning and Design Services	\$35,000
Survey (by others under separate contract to City)	\$50,000
<b>TOTALS</b>	<b>\$383,376</b>

Services performed by DOWL under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or otherwise.

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

Sincerely,  
 DOWL

Aaron R. Christle, P.E.  
 Senior Project Manager

Attachment: Detailed Fee Estimate

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**DOWL  
ESTIMATE FOR PROFESSIONAL SERVICES**

<b>PROJECT:</b>	Pier 2 to Near Island Pedestrian Facilities Plan and Design	WO#:	62085
		DATE:	October 21, 2015
<b>CLIENT:</b>	City of Kodiak	Prepared by:	ARC/BBC

Tasks	Basic Services	Total Fees
Task 1	Pedestrian Facilities Plan – Center Street to Near Island (LS)	\$91,160
Task 2	Public Involvement (T&M)	\$55,156
Task 3	35% Design for Bulkhead Parking (LS)	\$21,870
Task 4	Topographic Survey & Base Map QA/QC (LS)	\$9,260
Task 5	Geotechnical Investigation and Letter Report (LS)	\$46,945
Task 6	65% Design for Bulkhead Parking (LS)	\$23,130
Task 7	95% Design for Bulkhead Parking (LS)	\$20,040
Task 8	Final Design for Bulkhead Parking (LS)	\$16,975
Task 9	Environmental Permitting (T&M)	\$13,840
Task 10	Additional Planning and Design (T&M)	\$35,000
	Survey (by others under separate contract to City)	\$50,000
	<i>Total For Basic Services</i>	<b>\$383,376</b>

*Grand Total For All Services*

**\$383,376**

DOWL

ESTIMATE FOR PROFESSIONAL SERVICES												WOW DATE: 62085 21-Oct-15	
PROJECT: Pier 2 to Near Island Pedestrian Facilities Plan and Design												Prepared by: ARC/BBC	
CLIENT:	City of Kodiak												
Task	Task Description	Labor Category Staff Person	Hourly Rate	Planning Director Potter	Project Manager Christie	Transportation Planner Coy	Landscape Architect/ Schoenthal	Land Use Planner Rimer	Planning Technician Fusaake	GIS/ACAD Ricketts	Admin Assistant	ROW Specialist CRM	TOTALS
				\$250	\$180	\$150	\$180	\$140	\$80	\$100	\$85	\$110.00	
<b>Task 1</b>	<b>Pedestrian Facilities Plan – Center Street to Near Island (LS)</b>												
	Project Management, Budgeting, Schedule			24				8					
	Existing Condition Assessment/data collection			4		8	4	8	32	24			
	Prepare Preliminary Design Graphics						45			100			
	Code and Existing Plan Evaluation			2	4	2	2	4	8				
	Develop Implementation Plan			2	4	8	4	8					
	Develop Draft Report					24	8	24	48	24	8		
	Peer Review			4	4								
	Refine Preliminary Design Graphics based on public outreach and client feedback						45			80			
	Incorporate Comments From Review					8	4	8	20	8			
	Finalize Report					2	2	2	8	8	12		
	Ownership/Interest Research, Verification, & Acquisition								80			40	
				6	36	52	114	62	196	244	20	40	730
	Subtotal - Hours			\$1,500	\$6,480	\$7,800	\$20,520	\$8,680	\$15,680	\$24,400	\$1,700	\$4,400	\$91,160.00
	Subtotal - Costs												



DOWL

ESTIMATE FOR PROFESSIONAL SERVICES										WOW DATE: 6/20/85	
PROJECT: Pier 2 to Near Island Pedestrian Facilities Plan and Design										21-Oct-15	
CLIENT: City of Kodiak										Prepared by: ARC/BBC	
Task	Task Description	Staff Person	Hourly Rate	Project Manager	Transportation Planner	Landscaper Architect	Public Involvement	Planning Technician	GIS/ACAD	Admin	TOTALS
				Christie	Coy	Schoenball	Leader	Funatale	Ricketts	Assistant	Expenses
				\$180	\$150	\$180	\$140	\$80	\$100	\$85	10% Markup
<b>Task 2</b>	<b>Public Involvement (T&amp;M)</b>										
	Public Involvement Plan			1	1		8				
	Public Meeting #1 Preparation			2			4	8	18		
	Public Meeting #1			8	8	8	8				
	Interviews, Site Visit, Meetings with Staff, Etc			2	36	24	36				
	Public Meeting #2 Preparation			2			4	8	37		
	Public Meeting #2			10	10	10	10			4	
	Project Page Updates, Mailings, Etc.						8	32			
	Presentation to City Council			10		10	10				\$7,500
	Public Involvement Materials (mailers, postage, boards, etc.)										\$1,500
	Public Meeting #1										\$1,500
	Flights										\$100
	Hotel										\$420
	Per Diem										
	Public Meeting #2										\$1,500
	Flights										\$100
	Hotel										\$420
	Per Diem										
	Final Presentation										\$1,500
	Flights										\$420
	Hotel										\$420
	Per Diem										
	Subtotal - Hours			35	55	52	88	48	50	4	0
	Subtotal - Costs			\$6,300	\$8,250	\$9,150	\$17,320	\$3,840	\$5,000	\$340	\$0
											\$9,746
											\$55,156

DOWL

PROJECT: Pier 2 to Near Island Pedestrian Facilities Plan and Design		ESTIMATE FOR PROFESSIONAL SERVICES										WO#	62085
CLIENT: City of Kodiak												DATE:	21-Oct-15
												Prepared by:	ARC/BBC
Task	Task Description	Labor Category	Staff Person	Hourly Rate	Project Manager	Senior Engineer	Design Engineer	Technician	Landscaper	Admin Asst	Expenses	TOTALS	
					Chris	Wood		Seiten	Schoenthal				
					\$180.00	\$155.00	\$95.00	\$115.00	\$180.00	\$85.00	10% Markup		
Task 3	35% Design for Bulkhead Parking (LS)												
	Project Meetings				2	2	2						
	Project Management, Budgeting, Schedule				8	8							
	Site Visit				8	8							
	Data Collection				2	2	4					\$1,100	
	35% Design Submittal												
	Cover Sheet						1	1					
	Typical Sections				2	8		4					
	Bulkhead Parking Plan View				1	4	8	8					
	Notes and Details Sheets				1	8	3	4					
	Landscaping Sheet(s)				1	1		8	8				
	Engineers Estimate				2	4	8	2	4	2			
	Design Memo				2	8							
	QA/QC Review					4		2	1				
	Subtotal - Hours				27	49	26	29	13	2	0	146	
	Subtotal - Costs				\$4,860.00	\$7,595.00	\$2,470.00	\$3,335.00	\$2,340.00	\$170.00	\$0.00	\$21,870.00	

BOWL

ESTIMATE FOR PROFESSIONAL SERVICES												
<b>PROJECT:</b>	Pier 2 to Near Island Pedestrian Facilities Plan and Design										WOW DATE: 21-Oct-15	62085
<b>CLIENT:</b>	City of Kodiak										Prepared by: ARC/BBC	
<b>Task</b>	Labor Category Staff Person Hourly Rate	Project Manager Charge	Survey Manager Staff \$180.00	Senior Technician \$125.00	Technician Setten \$115.00						Expenses	TOTALS
<b>Task 4</b>												
	Topographic Survey & Base Map QA/QC (LS)											
	Survey Project Management	1	4									
	Subcontract Management		4									
	QC Review of Subcontractor Services		4	12								
	Create Basemap				16							
	Prepare Survey Control Diagram		2	1								
	Assemble Deliverable Products		2	1	6							
	Subtotal - Hours	1	16	22	30					0		69
	Subtotal - Costs	\$180.00	\$2,880.00	\$2,750.00	\$3,450.00					\$0.00	\$0.00	\$9,260.00

DOWL

ESTIMATE FOR PROFESSIONAL SERVICES													WOM DATE: 62085 21-Oct-15	Prepared by: ARC/BBC
PROJECT:	Pier 2 to Near Island Pedestrian Facilities Plan and Design													
CLIENT:	City of Kodiak													
Task	Task Description	Geotechnical Engineer	Field Geologist	Autocad	Admin Asst						Expenses	TOTALS		
	Labor Category Staff Person Hourly Rate	\$165.00	\$135.00	\$110.00	\$95.00									
Task 5	<i>Geotechnical Investigation and Letter Report (LS)</i> <i>(1 - 50' Test Borings)</i>													
	Geotechnical Project Management	2	4											
	Geotechnical Peer Review	4												
	Geotechnical Permit/Coordination		10											
	Geotechnical Mobilization and Demobilization		8											
	Geotechnical Travel		8											
	Geotechnical Utility Locates		4											
	Geotechnical Report Preparation	6	12		8									
	Geotechnical Drafting			10										
	Geotechnical Engineering	6	14											
	Geotechnical Research		4											
	Test Hole Logging		30											
	Geotech Field Data Collection		2											
	Laboratory Testing													
	Moisture Cont. Dry Str (45'@13ea)										\$975.00			
	Sieve Analysis (6'@130ea)										\$1,300.00			
	Limited Mechanical Analysis (10'@365ea)										\$975.00			
	Aterberg - Liquid and Plastic Limits (2'@110ea)										\$440.00			
	Drilling Charges (See Account Ledger)										\$6,500.00			
	Drilling Charges (mobilization/demobilization) - Denali Drilling (Hal 09/28/15)										\$15,480.00			
	Drilling Charges (includes truck-rtg) - Denali Drilling (Hal 09/28/15)										\$150.00			
	Reimbursables										\$60.00			
	PVC Pipe @ \$1/foot										\$600.00			
	Parking, Misc										\$300.00			
	Airfare										\$750.00			
	Air Freight										\$408.00			
	Loading										\$900.00			
	Per Diem										\$0.00			
	Car Rental										\$317			
	Gas													
	10% Mark-up													
	Subtotal - Hours	18	96	10	8	0	0	0	0	0		132		
	Subtotal - Costs	\$2,970.00	\$12,960.00	\$1,100.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,151.80	\$46,945		

DOWL

ESTIMATE FOR PROFESSIONAL SERVICES												
PROJECT:	Pier 2 to Near Island Pedestrian Facilities Plan and Design										WOW DATE:	62085 21-04-15
CLIENT:	City of Kodiak										Prepared by:	ARC/BBC
Task	Task Description	Labor Category Staff Person	Project Manager Christie	Senior Engineer Wood	Design Engineer	Technician Scriber	Landscaper Architect Schoenhal	Admin Asst	Expenses	TOTALS		
Task 6	65% Design for Bulkhead Parking (LS)	Hourly Rate	\$180.00	\$155.00	\$95.00	\$115.00	\$180.00	\$85.00	10% Markup			
	Project Meetings		2	2	1							
	Project Management, Budgeting, Schedule		8									
	65% Design Submittal											
	Cover Sheet					1						
	Index, Notes, Key Map, Legend, and Abbreviations		1	2		4						
	Demolition Sheets		1	1	4	4						
	Typical Sections		1	4	2	4						
	Paving and Drainage Plan and Profile Sheets (20-Scale)		1	4	8	12						
	Signing and Striping Plans (20-Scale)		1	2	2	2						
	Notes and Details Sheets		1	4	2	8						
	Landscaping Plan and Details		2	4	2	16						
	Engineer's Estimate		2	4	8	2						
	Special Provisions		1	4	8	8						
	QA/QC Review		1	4	4	2						
	Respond to Review Comments		1	2	2	2						
	<b>Subtotal - Hours</b>		<b>18</b>	<b>32</b>	<b>31</b>	<b>51</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>166</b>	
	<b>Subtotal - Costs</b>		<b>\$3,240.00</b>	<b>\$4,960.00</b>	<b>\$2,945.00</b>	<b>\$5,865.00</b>	<b>\$6,120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$23,130.00</b>	

DOWI,

PROJECT: Pier 2 to Near Island Pedestrian Facilities Plan and Design		ESTIMATE FOR PROFESSIONAL SERVICES											WOM#	62085
CLIENT: City of Kodiak		Project Manager	Senior Engineer	Design Engineer	Technician	Landscape Architect	Admin Asst	Expenses	DATE:		21-Oct-15	Prepared by	ARC/BBC	
Task	Labor Category	Staff Person	Hourly Rate	Senior Engineer Wood	Design Engineer	Technician Setzer	Landscape Architect Schoenthal	Admin Asst	Expenses	TOTALS		10% Markup	TOTALS	
<i>Task 7</i>	<i>95% Design for Beachhead Parking (LS)</i>													
	Project Meetings			1	1									
	Project Management, Budgeting, Schedule			6										
	65% Design Submittal													
	Cover Sheet													
	Index, Notes, Key Map, Legend, and Abbreviations													
	Demolition Sheets													
	Typical Sections													
	Paving and Drainage Plan and Profile Sheets (20-Scale)													
	Signing and Striping Plans (20-Scale)													
	Notes and Details Sheets													
	Landscape Plan and Details													
	Engineer's Estimate													
	Special Provisions													
	QA/QC Review													
	Respond to Review Comments													
	Subtotal - Hours			14	31	36	28	0	0	0	0	0	146	
	Subtotal - Costs			\$7,520.00	\$4,805.00	\$3,420.00	\$5,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,040.00	

DOWL

ESTIMATE FOR PROFESSIONAL SERVICES											WOM DATE: 62085 Prepared by: 21-Oct-15 ARC/BBC
PROJECT:	Pier 2 to Near Island Pedestrian Facilities Plan and Design										TOTALS
CLIENT:	City of Kodiak										Expenses
Task	Labor Category	Project Manager	Senior Engineer	Design Engineer	Technician	Landscape Architect	Admin Asst	Expenses			TOTALS
Task Description	Staff Person	Chronic	Wood		Setzen	Schoenthal		10% Markup			
Hourly Rate											
<b>Task 8</b>	<b>Final Design for Railroad Parking (LS)</b>										
Project Meetings		1	1	1							
Project Management, Budgeting, Schedule		4									
65% Design Submittal											
Cover Sheet			1		2						
Index, Notes, Key Map, Legend, and Abbreviations				4	2						
Demolition Sheets			2	1	4						
Typical Sections		1	4	8	8						
Parking and Drainage Plan and Profile Sheets (20-Scale)		1	4	8	8						
Signing and Striping Plans (20-Scale)			1	2	1						
Notes and Details Sheets			2	8	4						
Landscape Plan and Details			1	1	8						
Engineer's Estimate		2	2	6	2	8					
Special Provisions		1	4			6					
QA/QC Review		1	4			8					
Respond to Review Comments		1	2	2	2	2					
<b>Subtotal - Hours</b>		12	23	33	33	24	0	0	0	0	123
<b>Subtotal - Costs</b>		\$2,160.00	\$3,565.00	\$3,135.00	\$3,795.00	\$4,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,975.00







DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number <b>12-DC-613</b>		Amount of State Funds <b>\$ 384,000.00</b>	
Encumbrance Number/AR/Lapse Date <b>/8895 / 6/30/2016</b>		Project Title <b>Pedestrian Pathway Planning and Design</b>	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name <b>City of Kodiak</b>		Name <b>Nancy Pierce</b>	
Street/PO Box <b>710 Mill Bay Road</b>		Title <b>Grants Administrator</b>	
City/State/Zip <b>Kodiak, AK 99615</b>		Street/PO Box <b>PO Box 110809</b>	
Contact Person <b>Aimee Kniazowski akniazowski@city.kodiak.ak.us</b>		City/State/Zip <b>Juneau, Alaska 99811-0809</b>	
Phone <b>907-486-8640 or 8641</b>	Fax <b>907-486-8600</b>	Phone <b>(907) 465-2023</b>	Fax <b>(907) 465-5867</b>

**AGREEMENT**

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and City of Kodiak (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$384,000.00**.

**Section II.** The Grantee shall perform all of the work required by this Agreement.

**Section III.** The work to be performed under this agreement begins **7/1/2011** and shall be completed no later than **6/30/2016**.

**Section IV.** The agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
  2. Project Budget
  3. Project Narrative
  4. Project Management/Reporting
  5. Forms Packet
- Attachment B: Payment Method  
Attachment C: Standard Provisions

APPENDICES

- Appendix A: Audit Regulations  
Appendix B: Audit Compliance Supplement  
Appendix B2: Insurance  
Appendix C: State Laws and Regulations  
Appendix D: Special Requirements and Assurances for Federally Funded Projects (if applicable)  
Appendix E: Site Control  
Appendix F: State Fire Marshal Review

AMENDMENTS: Any fully executed amendments to this Agreement

<b>Grantee</b>		<b>Department</b>	
Signature <i>Aimee Kniazowski</i>		Signature <i>Jolene Julian</i>	
Printed Name and Title <b>Aimee Kniazowski, City Manager</b>		Printed Name and Title <b>Jolene Julian, Grants Administrator III</b>	
Date <b>1/16/12</b>		Date <b>1/11/12</b>	

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2012 Designated Legislative Grant in the amount of \$384,000.00 [*pursuant to the provisions of AS 37.05.315, SLA 2011, Chapter 5, Section 7, Page 141, Lines 27,*] is to provide funding to City of Kodiak for use towards Pedestrian Pathway Planning and Design. The objective of this project is provide design and engineering for the City phase of the pathway project.

This project may include, but is not limited to:

- Costs associated with design and engineering.

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

### 2. Project Budget

Cost Category	Grant Funds	Total Project Cost
Program Funds	\$384,000.00	\$384,000.00

### 3. Budget Narrative

The Grant Funds identified above will be used to complete the project described in the above Project Description.

#### **4. Project Management/Reporting**

This project will be managed by the Grantee.

If the Grantee is a City, signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the Mayor. The Mayor may delegate signatory authority for executing the Grant Agreement and amendments to others within the City government via the Signatory Authority Form. The Mayor may also designate financial and progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the City government, unless otherwise approved by the Department.

If the Grantee is not a City, signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the Chief Executive Officer (CEO). The CEO may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The CEO may also designate financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. It may also result in the Grantee being required to return such amounts to the State.

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form (see attached) each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due fifteen (15) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

#### **5. Grant Forms Packet**

The following page, which includes the Designated Legislative Grant Financial/Progress Report Form, is to be used by the Grantee for monthly/quarterly reporting. Additional copies of this form are available from the Department, electronically or in hard copy.



# LAWS OF ALASKA

2011

FIRST SPECIAL SESSION

Source  
HCS CSSB 46(FIN)

Chapter No.  
5

## AN ACT

Making and amending appropriations, including capital appropriations, savings deposits in the form of appropriations to the statutory budget reserve fund, and other appropriations; making appropriations to capitalize funds; and providing for an effective date.

---

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

Enrolled SB 46

1 \* Sec. 7. The following appropriation items are for capital project grants to upgrade  
 2 commercial passenger vessel services and infrastructure, enhance passenger safety, and  
 3 support cruise ship visitor activities from the Commercial Vessel Passenger Tax Account (AS  
 4 43.52.230) or other funds as set out in section 8 of this Act to the agencies named for the  
 5 purposes expressed and lapse under AS 37.25.020, unless otherwise noted.

	Appropriation	General	Other
	Allocations	Funds	Funds
6			
7			
8	*****	*****	
9	***** Department of Commerce, Community, and Economic Development *****		
10	*****	*****	
11	<b>Grants to Municipalities</b>		
12	<b>(AS 37.05.315) - Cruise</b>		
13	<b>Ship-Related Grant</b>		
14	<b>Projects</b>		
15	Anchorage - Alaska Aviation	495,000	495,000
16	Museum Energy & Safety		
17	Improvements (HD 16-32)		
18	Homer - Cruise Ship Dock	6,000,000	6,000,000
19	and Passenger Facility		
20	Improvements (HD 33-35)		
21	Hoonah - Berthing Facility	17,000,000	16,000,000
22	(HD 5)		1,000,000
23	Juneau - Cruise Ship Dock	7,500,000	7,500,000
24	Improvements (HD 3-4)		
25	Ketchikan - Berths I & II	5,000,000	5,000,000
26	Replacement Project (HD 1)	10,000,000	10,000,000
27	<del>Kodiak Pedestrian Pathway</del>	<del>384,000</del>	<del>384,000</del>
28	<del>Planning and Design (HD</del>		
29	<del>36)</del>		
30	Kodiak - Pier and Downtown	1,600,000	1,600,000
31	Pedestrian Improvements		

Total Project Snapshot Report

2011 Legislature

TPS Report 56490v1

Agency: Commerce, Community and Economic Development

Grant Recipient: Kodiak

Federal Tax ID: 92-6000083

Project Title:

Project Type: Planning and Research

# Kodiak - Pedestrian Pathway Planning and Design

State Funding Requested: \$384,000  
Future Funding May Be Requested

House District: 36 / R

### Brief Project Description:

The City of Kodiak, in conjunction with the Kodiak Island Borough, are planning the extension of pedestrian pathways from Pier II south. This addresses the portion of the project within the City's boundaries.

### Funding Plan:

Total Project Cost:	\$2,900,000
Funding Already Secured:	(\$0)
FY2012 State Funding Request:	(\$384,000)
Project Deficit:	\$2,516,000

### Detailed Project Description and Justification:

The City of Kodiak, in conjunction with the Kodiak Island Borough and interested community members, is working to develop a continuous designated pathway system to compliment Kodiak's road system. This segment of the pathway will extend from Pier II where cruise ships dock in Kodiak, to the City boundary and a developed scenic overlook with telescopes for viewing commercial fishing fleet and Coast Guard ship activity. This will integrate with the pedestrian improvements already under development from Pier II to downtown Kodiak. This pathway will benefit pedestrians and bicyclists alike by significantly improving safety and access and benefit cruise ship passengers who want to view the Kodiak road system coastline from an inviting and scenic location. A planning level scoping document has already been completed for this project. Total project costs for this City phase of the pathway project is estimated at \$2.9 million, including \$384,000 in design and engineering costs and \$325,000 for environmental, permitting, and right-of-way acquisition. The City of Kodiak is requesting State funding assistance through the cruise ship excise tax for design and engineering costs for this pathway segment.

### Project Timeline:

If the City receives funding assistance through the cruise ship excise tax program in FY12, it will begin the preliminary design and engineering for this segment of the pathway.

### Entity Responsible for the Ongoing Operation and Maintenance of this Project:

City of Kodiak

Contact Name: Enn Harrington  
Contact Number: 465 4230

For use by Co-chair Staff Only.

**\$384,000  
Approved**

4 47 PM 5/27 2011

**Grant Recipient Contact Information:**

Name:	Aimee Kniazowski
Title:	City Manager
Address:	710 Mill Bay Road Kodiak, Alaska 99615
Phone Number:	(907)486-8640
Email:	akniazowski@city.kodiak.ak.us

Has this project been through a public review process at the local level and is it a community priority?  Yes  No


Contact Name: Erin Harrington  
Contact Number: 465-4230

<i>For use by Co-chair Staff Only</i>
4 47 PM 5/27/2011

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tvenge, Deputy City Manager   
**Date:** October 22, 2015

**Agenda Item:** V. d. **Approval of Sublease at Near Island Communications Site Between Kodiak Island Broadcasting Co. Inc. and Alaska Wireless Network, LLC**

---

**SUMMARY:** Prior to the year 2000 the City of Kodiak has leased property on Near Island to Kodiak Island Broadcasting Co., Inc. (KIBCI). Section 13 of the existing lease includes a provision to sublease up to two omni antennae and associated coaxial cabling to ACS Wireless, Inc. In 2013 the Alaska Wireless Network (AWN) was formed as a result of a merger between GCI and ACS's wireless communication divisions, which is described in more detail in the Council packet. AWN desires to make improvements at the lease site and KIBCI has requested the City approve its sublease with AWN. Before improvements can be authorized, the City needs to authorize the sublease between Kodiak Island Broadcasting Co. Inc. and Alaska Wireless Network, LLC. Staff recommends the Council approve the sublease request.

**PREVIOUS COUNCIL ACTION:** Prior to the year 2000 the Council has authorized the primary lease of Near Island property to Kodiak Island Broadcasting Co., Inc. and has authorized subleases between KIBCI and other entities.

**DISCUSSION:** An existing lease between the City of Kodiak and Kodiak Island Broadcasting Co., Inc. allows subleases with Kodak Wireless, Bristol Bay Cellular, and ACS Wireless. Inc. Written permission from the City is required for any sublease not included in the primary lease agreement. In 2013 the Alaska Wireless Network (AWN) was formed as a result of a merger between GCI and ACS's wireless communication divisions. In April 2015 a Tower Collocation and Land Sublease Agreement was executed between KIBCI and AWN and was retroactively effective as of February 1, 2015, but was never reviewed or approved by the City. KIBCI and AWN have requested Council approval so AWN can make improvements to provide better cell service.

**ALTERNATIVES:**

- 1) Approve the sublease as requested. This is staff recommendation, because it will accommodate improved cell service to Kodiak and provide sublease revenue to the City of Kodiak.
- 2) Do not approve or postpone approval of the sublease, which is not recommended

**FINANCIAL IMPLICATIONS:** The City of Kodiak will receive 50 percent of the sublease amount collected by Kodiak Island Broadcasting Co., Inc.

OCTOBER 22, 2015  
Agenda Item V. d. Memo Page 1 of 2



**LEGAL:** The City attorney reviewed the documents associated with this request and provided a suggested motion to authorize the request.

**DEPUTY CITY MANAGER'S COMMENTS:** The City of Kodiak uses this communication site as a condition of the lease to house City equipment which supports a receiver/repeater and microwave link to Pillar Mountain. With the 2013 merger of GCI and ACS Wireless, the Alaska Wireless Network (AWN) was formed. AWN has an agreement with Kodiak Island Broadcasting. The lease agreement requires written permission to sublease and with this merger and subsequent communication agreements, Council should approve the sublease in the proposed motion below.

**ATTACHMENTS:**

Attachment A: Alaska Wireless Network Request Letter and Sublease

Attachment B: City's Lease with Kodiak Island Broadcasting Co., Inc.

**PROPOSED MOTION:**

Move to approve the sublease dated February 1, 2015, from Kodiak Island Broadcasting Co., Inc. to Alaska Wireless Network, LLC at the Kodiak Island Broadcasting Co., Inc. Near Island Communications Site that now is before the Council, pursuant to Kodiak City Code 18.20.230, provided that this approval shall continue only for so long as a lease between the City and Kodiak Island Broadcasting Co., Inc. remains in effect.



September 21, 2015

City of Kodiak  
710 Mill Bay Rd.  
Kodiak, AK 99615-6398  
907-486-9300

RE: The Alaska Wireless Network, LLC (AWN) sublease on property leased to Kodiak Island Broadcasting through City of Kodiak.

ATTN: Deborah Marlar, MMC  
Clear, City of Kodiak  
907-486-8636

AWN respectfully submits to the Kodiak City Manager and City Council this request to approve the attached Tower Collocation and Land Sublease Agreement ("Agreement"). The Agreement permits AWN to construct, operate and maintain the wireless communication facilities AWN acquired through merger from ACS Wireless Inc. (ACS), and certain expansions to those facilities, all located on the parcel of land at 199 Alimaq Way, Near Island, Kodiak Alaska (leased by the City to Kodiak Island Broadcasting). The attached Agreement between AWN and Kodiak Island Broadcasting was executed by both parties on April 21, 2015 and was retroactively effective as of February 1, 2015, but was never reviewed or approved by the City. At this time, AWN respectfully requests review and approval by the City of Kodiak pursuant to City of Kodiak Code: 18.20.230 and paragraph 13 of the Near Island Communication Site Lease between the City and Kodiak Island Broadcasting.

In 2013, the Alaska Wireless Network was formed as result of a merger between GCI and ACS's respective wireless communication divisions. GCI subsequently purchased ACS's interest in AWN through a transaction which closed in early 2015. AWN grants GCI staff the authority to act as authorized agents for AWN, but the transaction between AWN and Kodiak Island Broadcasting is fully executed by and with AWN. Attached to this letter for reference are AWN's registration documents with the State of Alaska with a complete list of the AWN's phone numbers, addresses, and titles.

Should the City of Kodiak have any questions regarding this project, please contact me at 907-868-2647.

Sincerely,

Cindy Coughlin  
[ccoughlin@gci.com](mailto:ccoughlin@gci.com)

GCI Network Services, Site Acquisition & Real Estate



STATE OF ALASKA  
DEPARTMENT OF  
**COMMERCE**  
COMMUNITY AND  
ECONOMIC DEVELOPMENT

Sean Parnell, Governor  
Susan K. Bell, Commissioner  
Don Habeger, Director

Division of Corporations, Business and Professional Licensing

Office Use Only

**COR**

## Application for Registration

Foreign Limited Liability Company  
AS 10.50.615

### ITEM 1 & 2 Legal Name

The name of the limited liability company must contain the words 'limited liability company' or the abbreviation of 'L.L.C.' or 'LLC'.

**Entity Legal Name**      The Alaska Wireless Network, LLC

This foreign entity is active and in good standing in the state of domicile[X]

### ITEM 3 State of Domicile and Date of Incorporation

The state of domicile, or 'home state' and the date of organization in the state of domicile

**Country/State**            UNITED STATES, DE

**Date of Incorporation**   05/31/2012

### ITEM 4 Purpose and NAICS

The purpose of the corporation (may include 'any lawful') and the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company

**NAICS Code**              517919 - ALL OTHER TELECOMMUNICATIONS

**Purpose**                      Wireless wholesaler

### ITEM 5 Registered Agent

Registered agent name and address (must include a physical address in Alaska)

**First/Middle/Last**        Bonnie J Paskvan

**Physical****Mailing**

2550 DENALI STREET, SUITE 1000 ANCHORAGE, AK, UNITED STATES, 99503	2550 DENALI STREET, SUITE 1000 ANCHORAGE, AK, UNITED STATES, 99503
---	---

**ITEM 6 Principal Office**

Principal office address of the corporation wherever located

**Physical****Mailing**

2550 DENALI STREET, SUITE 1000 ANCHORAGE, AK, UNITED STATES, 99503	2550 DENALI STREET, SUITE 1000 ANCHORAGE, AK, UNITED STATES, 99503
---	---

**ITEM 7 Management**

The limited liability company is managed by its managers[ ]

**ITEM 8 Officials**

The limited liability company must have at least one member, and, in addition, list the name, address and % held of each person/entity owning at least 5% in the company.

Name	Address	% Owned	Titles
GCI Wireless Holdings, LLC	2550 DENALI STREET, SUITE 1000, ANCHORAGE, AK, UNITED STATES, 99503	100	Member

**Signatures**

The signature of a person who is authorized by law of the state or other jurisdiction where the company was organized to sign the application. Persons who sign documents filed with the commissioner that are known to the person to be false in material respects, is guilty of a class A misdemeanor.

Bonnie J Paskvan - Signed 07/10/2012 03:29 PM

PO Box 110806, Juneau, AK 99811-0806  
Telephone: (907) 465-2550 Fax: (907) 465-2974 Text Tel: (907) 465-5437 Website: <http://commerce.alaska.gov/occl/>

**State of Alaska**  
**Department of Commerce, Community and Economic Development**  
**Corporations, Business and Professional Licensing**

## **Certificate of Registration**

The undersigned, as Commissioner of Commerce, Community and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**The Alaska Wireless Network, LLC**  
**to transact business in this state under the name of**  
**The Alaska Wireless Network, LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective July 10, 2012.

Susan K. Bell  
Commissioner

**Corporate Officers of The Alaska Wireless Network, LLC**

<b>Name</b>	<b>Title or Office</b>	<b>Address</b>	<b>Phone</b>
Wilson Hughes	CEO	6831 Arctic Blvd. Anchorage, AK 99518	868-5608
Bonnie Paskvan	VP & Senior Legal Counsel	6831 Arctic Blvd. Anchorage, AK 99518	868-6857
Gene Strid	VP & Chief Technology Officer	6831 Arctic Blvd. Anchorage, AK 99518	868-5572
Bruce Broquet	VP & Chief Financial Officer	6831 Arctic Blvd. Anchorage, AK 99518	868-6660
Gina Borland	VP – Financial Planning & Analysis	6831 Arctic Blvd. Anchorage, AK 99518	230-6627
Krag Johnsen	VP – Revenue	6831 Arctic Blvd. Anchorage, AK 99518	868-0718

## TOWER COLLOCATION AND LAND SUBLEASE AGREEMENT

THIS TOWER COLLOCATION AND LAND SUBLEASE AGREEMENT ("Lease") is made and entered into as of the 1st day of February, 2015, ("Effective Date") by and between The Alaska Wireless Network, LLC, an Delaware limited liability company, on its own behalf and on behalf of its telecommunication affiliates (collectively, "Tenant") and Kodiak Island Broadcasting Co., Inc. ("Owner") (each a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, the City of Kodiak (the "Property Owner"), owns certain real property located in Kodiak, AK, Recording District, Third Judicial District, State of Alaska (the "Real Property"); and

WHEREAS, the Property Owner and Owner, are parties to a certain Lease Agreement dated December 1, 2010, covering the Real Property as described in the "Prime Lease", which is attached as Exhibit "B" hereto and made a part hereof, pursuant to which Owner leases from the Property Owner, the Real Property; and

WHEREAS, Owner owns a communications tower (together with guy wires, the "Tower") and real property ("Property") located at Near Island, Kodiak Alaska part of US Survey 4947 with an address known as 199 Allmaq Drive Kodiak Alaska (Tract "D", Plat 92-10) and desires to lease a portion of said Tower, and a 10 x 15 ground portion with fence and gate of the underlying Real Property, and certain rights and obligations covered by the Prime Lease, to Tenant and City of Kodiak;

WHEREAS, Tenant desires to lease a portion of said Tower, and sublease a portion of the underlying Real Property, and certain rights and obligations covered by the Prime Lease, from Owner;

NOW, THEREFORE, Owner and Tenant have agreed and do hereby agree as follows:

1. Premises. Owner hereby leases to Tenant, and Tenant hereby leases from Owner certain space on the Tower ("Tower Space"), owned and operated by Owner, and Owner hereby subleases to Tenant and Tenant hereby subleases from Owner certain land and connections between the land and the Tower (collectively, the "Premises"), all as more particularly described on Exhibit "A" which is attached hereto and made a part hereof. Owner also grants Tenant a non-exclusive access for ingress and egress, parking, utilities, construction, maintenance, operation and removal relating to Tenant's use of the Premises on, over, under and upon the adjacent land of Owner and the Tower, subject to the conditions and restrictions set forth herein.

2. Use. The Premises shall be used for the purpose of installing, constructing, maintaining, repairing, operating, inspecting, and removing a communications facility as described in this Lease, including but not limited to:

(a) Up to 5 antenna(s) to be located within Tenant's space on the Tower.

(b) Transmission lines, mounting and grounding hardware which lines and equipment shall be installed on the Tower in accordance with good and accepted engineering practices, at locations approved in writing in advance by Owner, at locations reasonably acceptable to Owner, and which shall not interfere with the use of, or access to the Tower by Owner or any other tenant leasing space on the Tower.

(c) Communications building, and/or outdoor equipment facilities (collectively, "Communications Building") placed at the location on the Real Property approved by Owner, and containing, without limitation and in Tenant's reasonable discretion, wireless communications equipment including, but limited to, radio-telephone base station(s), wireless data, microwave equipment, radio-telephone and or other commutation switch(es), power supplies, battery(ies),

and accessories, all as more particularly described on Exhibit "A." which is attached hereto and made a part hereof.

- (d) In the event of an emergency power outage, and for the duration of such outage, Tenant may install a temporary portable generator to be located adjacent to the Communications Building. The fuel tank for the generator will be self-contained (gasoline or diesel) and shall be used in accordance with all applicable environmental and other laws and building codes, regulations, and the terms of the Prime Lease. Tenant shall obtain all necessary permits to operate any temporary portable generator.

For the purposes of this Lease, all of Tenant's antennas, dishes, lines, equipment, switches, power supplies, batteries, Communications Building, accessories, and necessary appurtenances hereinafter shall be referred to collectively as the "Communications Facility." The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors, and in the installation thereof, said agent(s) or contractor(s) may tie into the Tower's grounding system, if any. Tenant has the right to make alterations of the Communications Facility from time to time so long as such alterations do not adversely affect the structural integrity of the Tower or interfere with those uses being made or reasonably anticipate to be made of the Tower. Tenant shall notify the tower owner of any frequency changes before alterations are anticipated and tower owner will notify Tenant as of the date of such alterations. Tenant shall be entitled to the primary use of the Tower Space, and the only Party entitled to erect any antenna or microwave dish as provided in subsection (a) above in such Tower Space. Owner shall not interfere with Tenant's permitted use of the Tower Space under this Agreement. The Parties hereto acknowledge that Owner may grant other and future leases or subleases on the Tower and Real Property, and that such interests must be protected.

Tenant shall keep the Premises, Communication Facility, and improvements thereon in a neat, safe and orderly condition and in good repair at all times, and shall promptly repair any damage caused by Tenant, its agents or contractors to the Real Property, Tower or other improvements.

3. Term. The initial term of this Lease is 5 years ("Term"), commencing as of May 1, , 2015 with 3, 5 year extensions (individually, an "Extension" and collectively, the "Extensions") at the sole option of Tenant, so long as Tenant is not in violation of any terms or conditions as set forth in this Lease. The Extensions shall be automatic unless: (a) Tenant notifies Owner at least 90 days prior to the expiration of the then-current term of its intent not to renew this Lease, or (b) Owner notifies Tenant in writing of a default, and Tenant fails to timely cure that default. At the conclusion, of the initial Term or final Extension, if any, this Lease shall continue month to month unless either Party has given notice of termination. Notice of termination during the month to month period shall be given no later than 30 days before the expiration of the then-current Lease term.

4. Rent. The rent for the Premises will be Eight Hundred Forty Dollars (\$840.00) per month, payable on the 1<sup>st</sup> day of each month, with a (3%) annual increase over the prior year's rent. Payment shall be made by check, bank draft, or money order made payable to Owner. All unpaid rents and fees will accrue interest at 10% percent per annum beginning 30 days after payment is due. Rent for any period during the term hereof which is less than one (1) month shall be prorated on the basis of a thirty-one (31) day month. Throughout the Initial Term and Extensions Tenant shall pay for any improvements to the Tower and site that Owner reasonably determines must be made to support use by Tenant.

5. Access and Easements. Owner hereby grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, a non-exclusive easement and non-exclusive licenses over, under, upon and lands of Owner, the Tower and rights-of-way or easements owned or leased by Owner, on a twenty-four (24) hour daily basis, for (a) ingress and egress to and from the Premises (the "Access Easement"), and (b) the installation, operation and maintenance of necessary utilities for the Premises (the "Utility Easement"). Such Access Easement and Utility Easement shall be over and lie within existing roads, parking lots and/or roads the access the Premises. Tenant shall have



the right, but not the obligation, to improve the Access Easement by grading, graveling and/or paving same, subject to Owner's prior written consent. Tenant shall obtain prior written approval from Owner prior to any change in the particular location of any Access Easement or Utility Easement. Owner reserves, both for itself and for the benefit of any other collocation tenants on the Tower, non-exclusive rights of access over Tenant's Tower Space and Premises, for purposes of accessing, maintaining, repairing and improving the Tower, as well as for any wiring or cable running through or on Tenant's Tower Space, provided same shall not unreasonably interfere with Tenant's use or occupation of its Tower Space.

Owner agrees that no part of Tenant's Communications Facility installed, constructed, erected or placed by Tenant on the Premises will be or become, or be considered as being, affixed to or a part of Owner's property, any and all provisions and principles of law to the contrary notwithstanding and it is the specific intention of Owner to agree hereby that all such Tenant's Communications Facility (exclusive of improvements made by Tenant to the Tower itself, which will remain part of the Tower) will be and remain the property of Tenant despite any termination of this Lease. Notwithstanding the foregoing, any structural enhancements to or extensions of the Tower by Tenant shall, upon completion, become the property of Owner, without warranty from Tenant.

Tenant shall remove all Tenant's Communications Facility at its sole expense within ninety (90) days of the expiration or earlier termination of this Lease, and Tenant shall repair any damage to the Premises, Tower and Real Property caused by such removal. In the event of Tenant's failure to remove same, and make such repairs prior to the expiration or permitted termination of this Lease, at Owner's option, Owner may treat Tenant as a holdover tenant, subject to the provisions herein for same, until such removal and repairs are completed, or Owner may treat the Communications Facility as abandoned after such ninety (90) day period, and may remove same from the Tower and Premises, liquidate same, apply proceeds of same to any costs of such removal and restoration, and any other sums payable hereunder, and the balance, if any, shall be paid over to Tenant.

6. Utilities. Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Property. Tenant shall have an electrical current meter installed at the Property for Tenant's electrical usage, and Tenant shall pay for the cost installation, maintenance, and repair of same. Such meter will be billed by and paid directly to the power company.

7. Holding Over. Subject to the Extensions available to Tenant in Section 3 above, if Tenant holds over after the expiration of this Lease, the holding over will not operate as a renewal or extension of this Lease, but only creates a tenancy from month to month, regardless of any rent payments accepted by Owner. Tenant's obligations for performance under this Lease will continue until the month-to-month tenancy is terminated by Owner. Owner may terminate the hold-over, month-to-month tenancy at any time by giving Tenant at least 30 days' prior written notice.

8. Notice. All notices or demands are deemed to have been given or made when mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, or by overnight carrier service (such as Federal Express, UPS, etc.) and addressed to the applicable Party as follows:

**Tenant:**  
The Alaska Wireless Network, LLC  
Attn: Rachelle A. Alger  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503  
Phone: 907.888.5771  
Email: raalger@gci.com

**Owner:**  
Kodiak Island Broadcasting Co. Inc.  
Attn: Dennis Bookey  
PO Box 708  
Kodiak, AK 99815  
Phone: ~~907-275-2272~~ 907-486-5159  
Email: ellen@kvok.com

**With a copy of all legal notices to:**  
The Alaska Wireless Network, LLC  
Attn: Vice President and Senior Legal Counsel  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

**With a copy of all legal notices to:**  
Kodiak Island Broadcasting Co, Inc.  
Attn: Ellen Simeonoff, General Manager  
1315 Mill Bay Road, Suite A  
Kodiak, AK 99615

**Rent shall be paid to:**  
Kodiak Island Broadcasting Co., Inc.  
PO Box 708  
Kodiak AK 99615  
907-486-5159

A Party may change its address to which any notice or demand may be given by thirty (30) days' prior written notice thereof to the other Party.

9. **Liability and Indemnity.** Tenant agrees to indemnify, hold harmless, and save Owner and Owners agents, and Property Owners harmless from all claims (including all costs and expenses of defending against such claims) arising or alleged to arise from any breach of this Agreement by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises, except to the extent caused by, or arising from the wrongful willful acts or negligence of Owner, Owner's agents, employees, contractors, subcontractors, invitees or licensees and Owners. Tenant further agrees to indemnify, hold harmless, and save Owner and Owners harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any personal injury to the person of Tenant, or any of Tenant's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises or the Real Property. Further, unless caused by, or arising from the wrongful willful acts or negligence of Owner, Owner's agents, employees, contractors, subcontractors, invitees or licensees and Owners, Tenant agrees to indemnify, hold harmless, and save Owner and Owners harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any damage to property of Tenant, or property of any of Tenant's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the Term of this Agreement in or about the Premises.

Owner agrees to indemnify, hold harmless, and save Tenant harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any breach of this Agreement by Owner, or any negligent act, negligent omission or intentional tort of Owner or Owner's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises or Real Property, except to the extent caused by, or arising from the wrongful willful acts or negligence of Tenant, Tenant's agents, employees, contractors, subcontractors, invitees or licensees. Owner further agrees to indemnify, hold harmless, and save Tenant harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any personal injury to the person of Tenant, or any of Tenant's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the Term of this Agreement in or about the Premises or the Real Property, to the extent such claims arise from any breach of this Agreement by Owner, or any negligent act, negligent omission or intentional tort of Owner or Owner's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises or Real Property, except to the extent caused by, or arising from the wrongful willful acts or negligence of Tenant, Tenant's agents, employees, contractors, subcontractors, invitees or licensees. Further, unless caused by, or arising from the wrongful willful acts or negligence of Tenant, Tenant's agents, employees, contractors, subcontractors, invitees or licensees, Owner agrees to indemnify, hold harmless, and save Tenant harmless from all claims (including all reasonable costs and expenses of defending against such claims) arising or alleged to arise from any damage to property of Tenant, or property of any of Tenant's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the

Premises or Real Property, that arises from any breach of this Agreement by Owner, or any negligent act, negligent omission or intentional tort of Owner or Owner's agents, employees, contractors, subcontractors, invitees or licensees, occurring during the term of this Agreement in or about the Premises or Real Property.

The foregoing shall not, however, constitute a waiver by the indemnifying Party of any immunity from claims by employees under any industrial insurance or workers compensation act.

Neither Party shall be liable to the other, or any of their respective agents, customers, licensees, representatives or employees for any lost revenue, lost profits, loss of technology, rights or licenses, services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The provisions of this Section shall survive the termination of this Agreement.

10. Termination. Owner may cancel this Lease and recover possession of the Premises by giving Tenant 90 days' prior written notice, upon the happening of any of the events listed below, that are not cured within the 30 day notice period:

- (a) Tenant's failure to pay when due the rents or fees specified in this Lease, including any increases made pursuant to this Lease.
- (b) The return for insufficient funds of checks for payment of rents or fees.
- (c) The use of the Premises by Tenant for any purpose not authorized by this Lease.
- (d) The appointment of a trustee or receiver for the Tenant's assets in a proceeding brought by or against the Tenant.
- (e) The failure of Tenant to perform any provision or covenant in this Lease. If such provision or covenant is not possible to perform within such 30 day cure period, except for subsection (a) and (b) above, Tenant shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

Tenant may cancel this Lease with 270 days' written notice if (a) If the Premises become unsuitable for its communications purposes, (b) the appointment of a trustee or receiver for the Owner's assets in a proceeding brought by or against Owner, (c) during the Initial Term, the approval of any agency, board, court, or other governmental authority, including, without limitation, local zoning approval and the approval of the Federal Aviation Administration necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, , (e) prior to Tenant's commencement of work to install its Communications Facility on the Premises and Tower, Tenant determines that the Premises is not appropriate for locating the Communications Facility for material technological reasons, including, but not limited to, signal interference, (f) during any term of this Agreement, Tenant is prevented by causes beyond its control, from utilizing the Premises to operate its Communications Facility for the use intended herein (other than a temporary disruption of such use). If such provision or covenant is not possible to perform within such 30 day cure period, Owner shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

Prior to commencement of its Initial Term and operations, Tenant may immediately cancel this Lease upon written notice to Owner if upon inspection of the Premises, Tenant identifies any Hazardous Materials as defined below or other geotechnical condition unacceptable in Tenant's sole discretion. However, once Tenant commences operation of its Communications Facility on the Tower and Premises, this basis for termination shall be deemed waived. During any term of this Agreement, if Tenant discovers Hazardous Materials on the Premises, unless caused by Tenant, its employees, agents, contractors or assigns, Tenant shall notify Owner of the condition, and Owner shall arrange to clean up the Hazardous Materials.

Upon any such permitted termination, neither Party will owe any further obligation under this Agreement except as otherwise provided in Section 11 and except for the indemnities and hold harmless provisions in this Agreement, the provisions of Section 20, Section 21, the prompt reimbursement of pro-rata prepaid rent if any, and Tenant's responsibility of removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the commencement date of this Agreement, as near as practicable (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads installed, items constructed or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and matters beyond Tenant's control).

For purposes of this Agreement, "Hazardous Materials" shall include hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), petroleum and petroleum products, and any other hazardous or toxic materials, substances or wastes under any federal, state or local laws or regulations relating to protection of health, safety or the environment. The obligations of this Section 10 shall survive the expiration or other termination of this Agreement

11. Default.

(a) Notwithstanding anything in the Agreement to the contrary, Tenant shall not be in default under this Agreement until five (5) business days after Tenant's receipt of written notice from Owner of default due to failure to pay any sum due hereunder when due, or thirty (30) days after receipt of written notice from Owner specifying Tenant's failure to comply with any material provision of this Agreement, which failure is not cured within said thirty (30) days, PROVIDED that if reasonable efforts to cure such non-monetary default have been commenced within said thirty (30) day period, but the reasonable time to cure such default will take longer than thirty (30) days, and if Tenant diligently continues with such curative measures at all times until the cure is completed, Tenant shall be permitted a reasonable time thereafter to complete such curative measures.

(b) No course of dealing between the Parties, or any delay on the part of a Party to exercise any right it may have under this Agreement, shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver, for the time and manner specifically stated.

(c) In the event of Owner's breach or failure to comply with any material provision of this Agreement, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Owner shall not be deemed to be in default under this Agreement if Owner commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Tenant may, at its option, and as its sole remedy, terminate this Agreement, effective as of the date of the event of default. The rights of termination under this Section are subject to Tenant's obligation to remove its Communications Facility, and complete any restoration to the Tower and Premises required herein.

12. Taxes. Unless separately billed to Tenant by a taxing authority, Tenant shall pay annually to Owner an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Premises made by Tenant, or any tax imposed on Owner as a result of, or arising out of this Lease (other than income taxes). Tenant shall pay to Owner Tenant's aforementioned share of any such tax within sixty (60) days of receipt of sufficient documentation demonstrating the increase in the assessed value of the Premises due to Tenant's improvements and calculating Tenant's said share of the resulting increase in said taxes and payment thereof by Owner shall pay annually when due all real estate taxes and assessments attributable to the Premises, the land beneath and surrounding the Tower, Access Easement, Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Owner shall furnish evidence of payment of said assessments and taxes. All charges payable

under this Lease such as utilities and taxes shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Owner. The provisions of the foregoing sentence shall survive the termination or expiration of this Lease.

13. Insurance.

(a) Tenant, at its expense, shall maintain in force during the term of this Agreement a broad form coverage combined single limit policy of bodily injury and property damage insurance, with contractual liability coverage, in form reasonably acceptable to Owner, with a limit of not less than \$1,000,000.00 per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, insuring Owner and Owner as additional insureds and Tenant as a named insured against liability arising out of Tenant's use, occupancy, or maintenance of the Premises, occurring during the term of this Agreement in or about the Premises or the Real Property, the general aggregate limit shall apply. Tenant shall cause Owner and Owners to be included on said policy as additional insured.

(b) Tenant shall also carry at all times such worker's compensation insurance as may be required under the laws of the state where the Premises are located, and shall provide Owner written evidence of such coverage for no less than One Million Dollars (\$1,000,000) within ten (10) days of any written request by Owner therefore. Any and all injuries or claimed injuries to Tenant's employees occurring on the Premises or the Real Property within the scope of employees' duties shall be regarded as a worker's compensation matter, to be adjusted through the worker's compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a worker's compensation claim, such matter shall be the sole responsibility of, and shall be handled by, Tenant solely as an employer/employee matter, without the involvement of Owner, and Tenant shall indemnify, defend and hold Owner harmless from any and all such claims unless caused by the negligence or willful misconduct of Owner.

(c) Further, before allowing Tenant's agents, contractors, subcontractors, or the employees of any of them, to enter upon the Real Property, Tenant shall require any such person or entity to have, and provide written evidence to Tenant, (and upon request of Owner, to Owner) that such person or entity has like amounts and types of insurance coverage to those required of Tenant herein, with Owner to be included as an additional insured thereunder, and with such person or entity further agreeing to hold harmless Owner and Owner from any claims for personal injury or property damage suffered while on the Real Property or the Premises. Upon Tenant's failure to require same, Tenant shall protect and hold harmless Owner from any claim which would be covered by such insurance and indemnity, if it were in effect.

(d) Owner may, at its expense, maintain in force during the term of this Agreement and any extensions thereof, hazard insurance in an amount sufficient to cover the full replacement value of Owner's interest in the Tower in the event of fire, or other casualty. Tenant shall be responsible for its own hazard insurance, at its own expense, for amounts needed to cover the replacement value of Tenant's property on the Premises, including but not limited to Tenant's Communications Facility. Permission is granted to Licensee to self insure this coverage.

(e) Each insurance policy required under this Section shall be issued by an insurance entity authorized to do business in the state where the Premises are located, and shall be with an insurer which has a policyholder's rating of "A minus" and a financial rating of "VII", or better, as listed in the most current "Best's Insurance Reports". Each general liability insurance policy required under this Section shall specifically include contractual liability coverage. Written proof of Insurance shall be given to Owner by Tenant prior to commencement of Agreement and updated with each renewal throughout the term of this Agreement and all extensions thereto.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to Owner in accordance with the policy provisions, but in any event, Owner shall be provided with proof of insurance and/or replacement policies meeting the requirements of this Section 13 (in the form of certificates of insurance) on an annual basis.

(f) Owner shall maintain in force during the term of this Agreement a broad coverage combined single limit policy of bodily injury and property damage insurance, with contractual liability coverage, in form reasonably acceptable to Tenant, with a limit of not less than \$1,000,000.00 per occurrence and in the aggregate, insuring Tenant as additional insureds and Owner as a named insured against liability arising out of Owner's use, occupancy, or maintenance of the Premises, occurring during the term of this Agreement in or about the Premises or the Real Property. Owner shall cause Tenant to be included on said policy as additional insured.

14. Tests. Tenant will hereby be given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's use as intended by this Lease. This will be granted following the signing of all Parties of this Lease and Tenant producing the aforementioned insurance for the site. The test period shall last sixty (60) days from the Effective Date and expire before the Commencement Date.

15. Fixtures and Improvements. At no additional charge, Tenant may operate, maintain, add and replace equipment at the Premises so long as the size of Tenant's Premises is not increased thereby. Any construction on the Premises must be neat, presentable, and compatible with its use and surroundings.

16. Permits. Owner acknowledges that following the execution of this Agreement, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals, including Federal Aviation Administration approval, if required (collectively, "Permits") necessary for the installation, construction, operation, and maintenance of the Communications Facility. Owner agrees to fully cooperate with Tenant in obtaining the Permits and to execute any applications, maps, certificates, or other documents that may be required in connection with the Permits. As a condition of this Agreement, Tenant agrees at all times to comply with all applicable local, state and federal codes, laws, regulations and ordinances of any kind, and obtain all necessary consents, permits and approvals which may be required to allow Tenant to lawfully construct, maintain or operate its Communications Facility on the Tower and Premises.

17. Consent. Except as otherwise specifically stated herein, whenever under this Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

18. Sublease and Assignment. Tenant may not sell or assign this Lease without the written consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed, except Tenant may assign this Lease to a Tenant's parent, subsidiary, or affiliate under common control without Owner's consent, except notice of such assignment shall be provided to Owner. Owner retains exclusive right to lease tower and ground space adjacent to the Premises to other carriers and tenants.

19. Environmental Matters.

(a) Owner represents and warrants that Owner's Real Property space has not been unlawfully used by Owner for the generation, storage, treatment or disposal of Hazardous Materials (as defined in Section 10). Tenant represents and warrants that no Hazardous Materials, other than materials and supplies associated with authorized use of the Premises as

set forth in Section 2 here, will be transported to, used or stored on the Premises or Owner's Real Property space by Tenant or its agents, employees or contractors.

(b) Each Party will be responsible for the compliance of its activities on the Premises and Real Property with any and all applicable environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as such laws may now or at any time hereafter be in effect.

(c) Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) that Party's failure to comply with any applicable environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that Party's activities conducted on the Real Property; provided, that each Party's obligations hereunder shall be limited to the extent such noncompliance or environmental or industrial hygiene conditions are caused by the other Party or its employees, agents, or invitees or were caused by an unrelated third party's activities at the Premises (other than by the indemnitee or its agents or invitees); Owner shall have no duty to so indemnify or hold Tenant harmless to the extent the claims were caused by Tenant or its employees, agents or invitees.

(d) The provisions of this Section shall survive the termination of this Lease and shall be the exclusive remedy relating to environmental matters between the Parties hereto.

20. Title. Owner represents and warrants to Tenant that Owner has good and marketable title to the Tower and that Owner has a good and valid leasehold interest in the Premises, the ground beneath the Tower, Access Easement and Utility Easement. If Owner is a corporation, partnership or other legal entity, the individual who executes this Lease on behalf of Owner represents and warrants to Tenant that he or she is duly authorized to do so.

However, if, but only if, Owner is required to obtain prior written consent from the Owners to sublease space on the Real Property or Tower, Owner shall seek to obtain Owners' consent to this Lease in substantially the form set forth in Exhibit "C" attached hereto ("Consent to Sublease"). Tenant agrees to cooperate with Owner in Owner's efforts to obtain the Consent to Sublease. This Lease may be terminated by either Party on thirty (30) days' prior written notice to the other Party if such consent is required by the Prime Lease, but Owners have not executed the Consent to Sublease within sixty (60) days after the Commencement Date. In the event of such a termination, Tenant shall not be responsible for any additional costs and expenses incurred after termination, but shall continue to be responsible for paying or reimbursing (as appropriate) all costs and expenses incurred by Owner, if any, prior to termination.

21. Condemnation of Premises. In the event that any government, public body, or other condemning authority shall take, or if Owner shall transfer in lieu of such taking, all or such part of the Premises, the ground beneath the Tower, Access Easement or Utility Easement thereby making it physically or financially unfeasible for the Premises to be used in the manner intended by this Agreement, Owner and Tenant shall each have the right to terminate this Agreement effective as of the date of the taking by the condemning Party and the rental shall be prorated appropriately. However, if only a portion of the Premises, the ground beneath the Tower, Access Easement or Utility Easement is taken, and neither Owner nor Tenant elects to terminate this Agreement under this provision, then the Agreement shall continue, but rental payments provided under this Agreement shall abate proportionally as to the

portion taken which is not then usable by Tenant, and at Owner's option, Owner shall make all necessary repairs and alterations to restore the portion of the Premises, Access Easement and Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed Owner's proceeds from said condemnation or transfer). The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Owner's recovery.

22. Quiet Enjoyment. Owner covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Premises, Access Easement, and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Owner or any person(s) or entity(ies) claiming under Owner, and regardless of any sale, transfer, assignment or foreclosure of the Premises.

23. Other Conditions and Provisions.

(a) At Owner's expense, Owner shall maintain in good condition and repair the Tower, Owner's Real Property space beneath and surrounding the Tower, the Access Easement and the Utility Easement, but shall have no such responsibility as to Tenant's Communications Facility. Owner has the responsibility of observing Tower lights requirements, if any, and keeping applicable records (including records of notification to Federal Aviation Administration of any failure or repairs of the Tower and any corrections of it). If the Premises, Access Easement or Utility Easement is damaged for any reason other than Tenant's willful acts or negligence, or the willful acts or negligence of Tenant's employees, agents or contractors, so as to render all or any part of the Premises, Access Easement or Utility Easement substantially unusable for Tenant's intended use, rent shall abate while Owner, at Owner's option and expense, promptly restores the Premises, Tower, Access Easement and Utility Easement to its condition prior to such damage. In the event Owner fails to repair the Premises, Access Easement or Utility Easement, as the case may be, or fails to comply with Tower lights requirements, if any, within thirty (30) days after written notice of said damage or failure to maintain, Tenant shall have the right to terminate this Lease without further obligations from Tenant to Owner.

(b) Owner shall comply with all applicable local, State, and Federal laws, rules, and regulations required by it to be performed as Owner hereunder and owner of the Tower.

(c) Tenant shall keep and maintain its Communications Facility in good repair and condition and in accordance with all applicable local, State, and Federal laws, rules and regulations. Tenant shall acquire no interest in the land or in the Tower by virtue of this Lease, other than as set forth in this Lease.

(d) Notwithstanding any other provision in this Lease, the rights of Tenant expressly granted under this Lease shall not exceed any rights granted to Owner under the Prime Lease.

(e) Upon reasonable request of Owner, and within twenty (20) business days after receipt of request for same from Owner, Tenant shall execute a written estoppel affidavit, confirming the existence and validity of this Lease, the status of all payments made hereunder, and a statement as to whether or not the Lease is then in default.

(f) Tenant shall not record this Lease, or any memorandum of same, without the prior written consent of Owner, which may be granted or denied at Owner's sole option. At Owner's request, Tenant shall execute a summary Memorandum of Lease, confirming the existence of this Lease, the Parties, any term, including commencement and expiration dates, the Real Property and Premises. At Owner's sole option, such Memorandum may be recorded in the office of the local official responsible for maintaining local public deed and land records.



24. Interference.

(a) Tenant shall install, maintain, repair, replace, operate and remove Tenant's Communications Facility, including all of Tenant's antennas, in a manner that a) will not cause interference to Owner or any other lessees or licensees of Owner's Real Property space, or the Tower, or the Access Easement, or the Utility Easement, provided that their installations and usage predate those of Tenant's Communications Facility and are in compliance with all requirements of this Lease and FCC requirements ("Pre-existing Communications"), and b) will protect the right of Owner to the Maximum Use of the Tower and Real Property (including the Premises), present and future. All operations by Tenant shall at all times be in compliance with all FCC requirements, and shall be in conformity with reasonably prudent engineering and operating standards for such operations and facilities in the telecommunications industry. Pre-existing Communications shall also be deemed to include Owner's Communications Facilities which are constructed or installed concurrently with Tenant's Antenna Facilities.

(b) Owner and Tenant agree to cooperate and use reasonable commercial efforts to minimize any interference or disruption of either Party's communications operations caused by the other Party's operations. Time is of the essence with regard to interference. When interference occurs, Owner shall give Tenant notice of same in any of the following manners:

i. By verbal notice, whether in person, by telephone or other verbal means, to a representative of Tenant, followed by written notice of the interference given by Owner to Tenant given or sent within seventy-two (72) hours after the verbal notice is given, such written notice to be given in the manner authorized for notice in Section 8 above. In such case, such notice shall be deemed given as of the time the notice is first given. Such written notice shall be given to the person and/or address of the person or entity authorized to receive notices under Section 8 hereof. Further, such notice shall identify the Tower in question, the general nature of the interference, the approximate date and time the verbal notice of interference was first given, the names of the person giving the notice for Owner, and the person who received such notice for Tenant.

ii. By written notice of the interference given by Owner to Tenant, such written notice to be given to the person or entity, and in any manner authorized for notice in Section 8 above. In such case, such notice shall be deemed given as of the time the written notice is first received by Tenant.

(c) Tenant shall use its best efforts to cause the immediate termination of any interference or disruption to any Pre-existing Communications; provided, however, if Tenant's communications operations interfere with or disrupt Pre-existing Communications, and such interference or disruption is not completely cured within ten (10) days after Tenant first receives notice of such interference as provided in this Section, then Tenant shall immediately cease any and all operations on the Premises (except for intermittent testing) until such time as the interference is corrected to Owner's reasonable satisfaction. Such written notice shall provide sufficient information about the Tower and general nature of the interference to Tenant in order for Tenant to cause the cessation of any such interference. If Tenant fails to cease its operations on the Premises if such interference or disruption is not completely cured within said ten (10) day period after notice, or if Tenant cannot correct such interference to Owner's reasonable satisfaction within thirty (30) days following Tenant's receipt of notice of such interference, then, in either event, Tenant will power down the equipment causing such interference, other than for a reasonable intermittent testing period, until such time that the interference is remedied, so long as such testing does not materially adversely affect Owner's or Owner's customer's traffic that transits through Owner's equipment at the Real Property. In the case of any conflicts or overlaps between this Section and the default or remedies provisions of this Lease, this Section shall control as to matters described herein, and any other Notice provisions under the Default Section shall not apply to the circumstances described herein.

(d) Notwithstanding the fact that Owner's Pre-Existing Communications are paramount to and have priority over any other communications facilities located or to be located on the Tower or the Real Property, neither Owner nor Tenant shall make, or cause to be made, or suffer any subsequent installation and existence of any other improvement or modification (including, without limitation, transmission or reception devices), other than in replacement or repair of existing facilities with substantially similar facilities, upon the Tower or any other portion of the Parties' respective Premises if such improvement or modification causes interference with transmission or reception by the other Party's pre-existing communications facility. In the event Owner seeks to cause changes to be made to Tenant's Communications Facility to accommodate new facilities of Owner or a tenant or subtenant of Owner, which new facilities are not Pre-existing Communications, Owner may, at its expense, and upon prior written notification to Tenant and prior written approval of the tenant, cause Tenant's Communications Facility to be altered if, and only if, and only to the extent that, such alteration would BOTH allow Tenant to continuously operate from the Premises per Tenant's authorized use of the Tower and Premises under the terms of this Lease, and accommodate Owner's needs for Maximum Use of the Tower or Real Property. A temporary cessation of Tenant's continuous operation of the Communication Facilities may be authorized by Tenant as long as its scheduled in advance by the Parties and confirmed in writing, signed by an authorized agent of Owner and Tenant.

(e) Tenant's Communications Facility shall, in all respects, be installed, maintained, operated, repaired and removed in such a manner as to at all times protect and respect Owner's right to the Maximum Use, while at the same time allowing Tenant the right to enjoy the intended uses of Tenant provided for in this Lease. Tenant's failure to do so shall constitute a form of interference under this Lease.

(f) Owner agrees and acknowledges that these same or similar representations made within this Section 24 shall be included in all subsequent leases or licenses for use of the Premises and/or Real Property.

25. Dispute Resolution. This Lease shall be governed by the laws of the state of Alaska. The Parties shall attempt to resolve any dispute arising under this Lease through good faith negotiations. The Parties may agree to submit any dispute to non-binding mediation. Any unresolved disputes shall be submitted to the Alaska Superior Court or Federal Court in Anchorage, Alaska, and resolved under the laws of the State of Alaska without regard to choice of law provisions. **THE PARTIES AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.**

26. Amendment, Entire Lease and Binding Effect. This Lease, and any attached exhibits, constitutes the entire agreement between Owner and Tenant; no prior written promises, or prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the Parties hereto. Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Owner and Tenant.

27. Prime Lease.

(a) Notwithstanding any other terms in this Agreement, to the extent that the terms and conditions of the "Prime Lease", a copy of which is attached hereto as Exhibit "B", are applicable to the Premises, and are not inconsistent with the terms of this Agreement (which terms and conditions shall include, without limitation, the default and remedy provisions of the Prime Lease), and except as otherwise provided in this Agreement, such terms and conditions of the Prime Lease are incorporated into and made a part of this Agreement as if Owner were the lessor thereunder, Tenant were the lessee thereunder, and the Premises were Owner's right to use the entire leased premises thereunder. To the extent the terms of the Prime Lease and this

Agreement conflict with each other (as distinguished from being different because this is a collocation sublease), this Agreement is subject to such terms of the Prime Lease. As between the Prime Lease and this Agreement, the more restrictive term or provision dealing with rights or privileges under either agreement shall apply to Tenant.

(b) Tenant shall not commit or suffer any act or omission that will violate any of the provisions of the Prime Lease. However, Owner, and not Tenant, shall be responsible for obligations under the Prime Lease relating to Owner's rights thereunder other than those relating to the Premises herein, and Owner shall be responsible for maintenance and repair of the Tower and Real Property, except as otherwise expressly stated herein.

(c) Notwithstanding anything to the contrary contained elsewhere in this Agreement or in the Prime Lease, if the Prime Lease terminates or expires prior to the termination or expiration of this Agreement, then this Agreement shall terminate as between Owner and Tenant on the effective date of the termination of the Prime Lease. Owner shall give Tenant notice thereof as provided for herein.

28. Multiple Originals. This Lease may be prepared for execution in multiple original counterparts, each of which shall constitute one and the same agreement. Delivery of an executed counterpart by electronic transmission shall be equally effective as physical delivery of an original counterpart.

[END OF SECTIONS AND TEXT]

THE ALASKA WIRELESS NETWORK, LLC

By:   
Name: Ben Benton  
Title: VP Wireless Operations

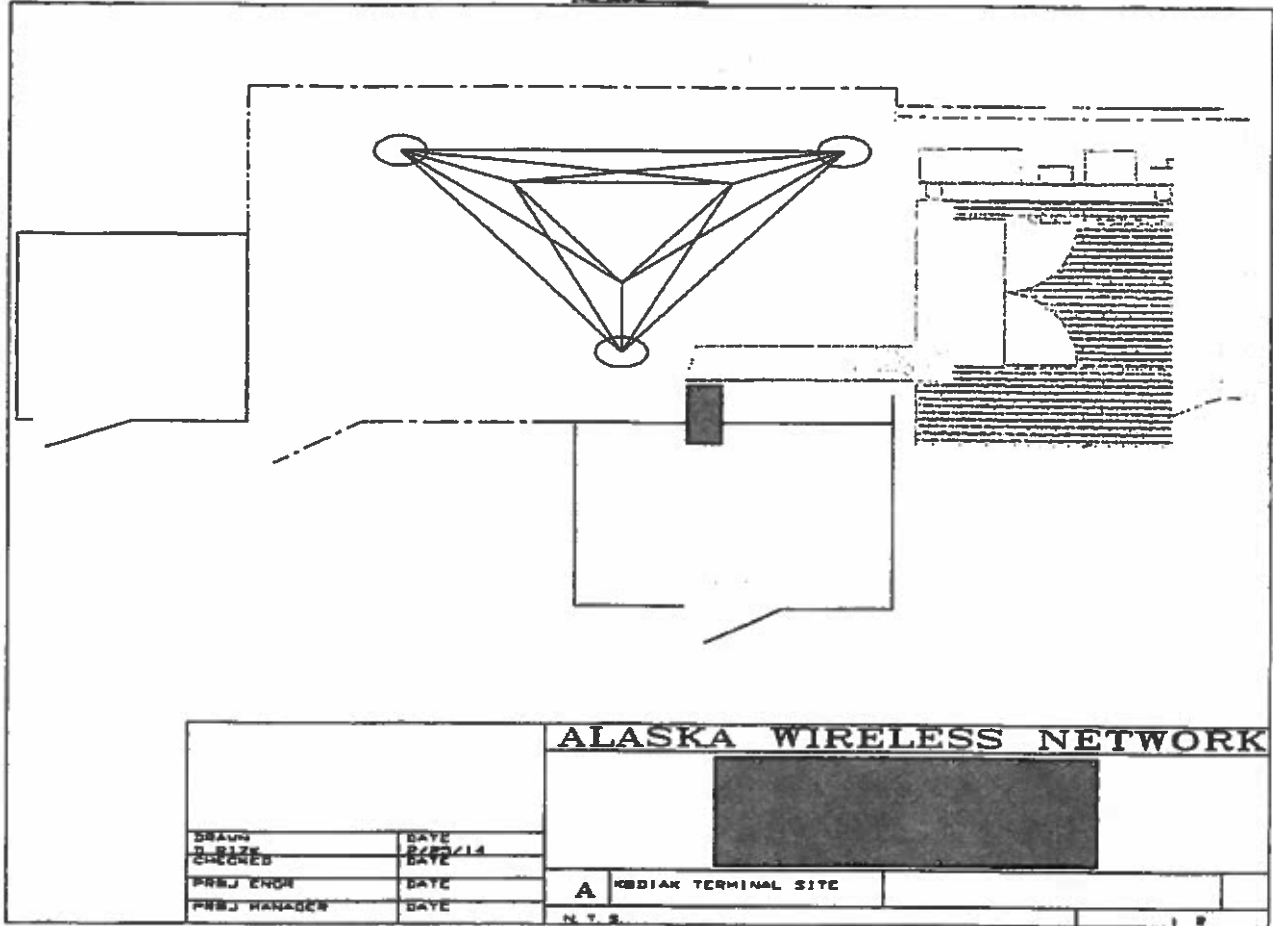
Dated the 21<sup>st</sup> day of April, 2015.

KODIAK ISLAND BROADCASTING CO, INC.

By:   
Name: Dennis Bookey  
Title: Vice President, Kodiak Island Broadcasting Co., Inc.

Dated the 21st day of April, 2015.

**EXHIBIT "A"**



**Tower Equipment List**

- 1 – 3' standoff antenna mount
- 3 – RFS APX16dwv-16dwvs-e Antennas mounted at 87 feet.
- 3 – RRUS radio units
- 6 – 7/8" coax cable & 1 – power/fiber cable w/ squid box
- 2 – omni antennas
- 2 – 7/8" coax cable



2550 Denali Street, Suite 1000, Anchorage Alaska 99503

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## **STATEMENT OF WORK ACS Terminal site LTE UPGRADE**

### **BACKGROUND**

The ACS Terminal site retrofit is part of AWN's effort to upgrade the Kodiak cell sites to LTE in the region to provide faster and better service to AWN's customers in Kodiak

### **OBJECTIVES**

- Transport all AWN supplied materials to the job site
- Supply and install new 8' x 9' steel platform
- Install supplied Purcell cabinet with DC plant on platform per drawings
- Complete all associated civil, electrical, weatherproofing and grounding work
- Adhere to all federal/state/local building codes and GCI recommendations.

### **SCOPE OF WORK**

#### **General Requirements**

- Provide all engineering needed for permit submittals as required
- Apply for and closeout all permits needed to complete construction
- Any service disrupting work will need to be completed during the maintenance window (11PM to 5AM) unless approved in advance by GCI's wireless operations department
- Transport all AWN supplied materials to the job site
- Clean up all debris at the end of each work day

#### **Platform & Civil Work**

- Supply and install new steel platform
- Supply and Install concrete piers for platform support
- Supply and install new addition to ice bridge from platform to tower
- Supply and install new power H-frame, meter, disconnects, breaker panel and gen plug
- Install supplied Purcel box
- Install supplied DC plant inside Purcel cabinet
- Supply and install new fencing around new platform, with 8' gate (per design by others)
- Supply and install new ground ring around platform, to include the fencing and ice bridge

#### **Electrical & Grounding Work**

- Supply and install all electrical breakers, conductors, conduit, and associated hardware

- Secure the installation of new 200A electrical service to the site
- Supply and install a meter base on small H-frame near service pole
- Supply and install all buss bars, lugs, wire and associated parts or hardware needed to ground all GCI and contractor supplied parts and equipment in accordance with the GCI provided SSEO documentation and Ericsson specifications
- Ground to tower ground ring.

### **SPRINT SSEO STANDARDS**

All work must be performed in compliance with Sprint's SSEO Standards. The SSEO Standards have been provided to all contractors. Additional copies are available if needed.

### **METALIC MATERIALS**

Unistrut material used to construct structural supports must be galvanized. All saw-cuts in Unistrut must be sprayed with "Cold Galv" cold galvanizing compound, to ensure adequate weather-resistance. Cap sharp cut ends with rubberized caps. All hardware used needs to be galvanized or stainless steel

### **CALIBRATION OF TEST EQUIPMENT**

All test equipment used by Contractor must be properly calibrated. Each piece of test equipment must bear a valid (not expired) calibrated sticker from a certified NBS-traceable calibration laboratory. A photograph of the valid calibration sticker is required, as a part of the standard list of site photos. Contractor must maintain calibration certificates on file, should any question arise.

### **CABLE RATING**

All T1 and Ethernet cabling that is used outdoors must be outdoor-rated for exposure to the elements and temperature extremes of Alaska.

### **DOCUMENTATION**

#### **PHOTOGRAPHS**

Contractor must provide photographs in accordance with the specific requirements listed in the accompanying document "GCI Wireless Photo Log". Additional photographs may be provided, as needed to properly illustrate the work and workmanship which has been accomplished.

Contractor will provide photographs of valid calibration stickers on each piece of test equipment they are using.

Contractor will provide daily photos of work, as it is being performed.

### **AS-BUILT DRAWING**

Provide one soft copy of an as-built drawing to include tower/ platform layout, antenna/RRU configuration, existing cabinet configuration, new cabinet placement, existing and new ice bridge

### **CLOSE-OUT PACKAGE**

Contractor must provide final close-out Package for each site within 2 weeks after final punch walk Containing all photos, trackers, sweeps, written reports, completed punch walk reports, and copies of written acceptance from listed GCI employee per required line item. Failure to complete close-out package will delay payment until after close-out package is received from Contractor

### **GCI & CONTRACTOR SUPPLIED MATERIALS**

See Kodiak North LTE upgrade BOM for GCI and contractor supplied materials  
Contractor is responsible for all GCI supplied materials immediately after they leave the warehouse

### **CODES/STANDARDS**

#### **CODES**

Contractor shall perform all work in accordance with all the applicable latest legally enacted editions of national, state and local codes including, without limitation:

- NFPA 70 – National Electrical Code (NEC)
- NFPA 72 and 101 – National Fire Alarm Code and Life Safety Code
- ANSI/IEEE c2 – National Electrical Safety Code (NESC)
- International Building Code (IBC)
- International Fire Code (IFC)
- State of Alaska and local (municipal) amendments to NEC, IBC and IFC
- Alaska Administrative Code §8.70 Electrical Safety Code
- Clean Water Act, Oil Spill Prevention, Control, and Countermeasures Program (“SPCC”), and Emergency Planning and Community Right to Know Act (“EPCRA”), if applicable

#### **STANDARDS**

Contractor shall provide all equipment materials and installation in conformance with the following latest current publications and standards as applicable.

- Telecordia GR-1502 core and GR-1275 core

- Underwriters Laboratory (UL)
- American National Standards Institute (ANSI)
- American Society of Testing and Materials (ASTM)
- Institute of Electrical and Electronics Engineers (IEEE)
- National Electrical Contractors Association (NECA)
- National Electrical Manufacturer's Association (NEMA)
- International Electrical Testing Association (IETA)
- National Fire Protection Association (NFPA)
- National Institute of Standards and Technology (NIST)
- Network Equipment Building System (NEBS) Criteria

### **INVOICES**

All invoices will be submitted to the project team for approval before submission to Accounts Payable

### **CHANGE MANAGEMENT PROCESS**

Any changes to the SOW from GCI will be done via email. Any changes requested by the contractor will be done via email. If a Change Order is needed, it will be requested via email and will be accompanied by a comprehensive description of why the Change Order is needed. No change to the SOW will be done before a written approval is received from the GCI PM or CM.

### **EXPENSES**

Contractor shall be responsible for and pay all costs associated with its performance of the services, including, but not limited to meals, lodging, transportation, insurance, automobile expenses and liability insurance.



**NEAR ISLAND COMMUNICATION SITE LEASE  
CITY OF KODIAK AND KODIAK ISLAND BROADCASTING CO., INC.**

THIS LAND LEASE (the "Lease") is made effective the 1st day of December 2010, by and between the CITY OF KODIAK, an Alaska municipal corporation, herein referred to as "Lessor," and KODIAK ISLAND BROADCASTING CO., INC., an Alaska corporation, herein referred to as "Lessee."

WHEREAS, Lessor and Lessee entered into a Near Island Communications Site Lease effective as of December 1, 2005 ("2005 Lease"), for a term of five (5) years; and

WHEREAS, Section 2 of the 2005 Lease granted to Lessee the option to renew the 2005 Lease for one additional five-year term, with all of the terms and conditions of the 2005 Lease applying to the additional term; and

WHEREAS, Lessee has given Lessor timely notice of Lessee's intention to exercise this option to renew.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

**1. Leased Premises.** Upon the terms and conditions herein set forth in this Lease, and subject to the prompt payment and performance by Lessee of each and every sum and other obligation hereinafter referred to, the Lessor does hereby lease, let, and demise to the Lessee, and the Lessee does hereby lease from the Lessor, the following described premises:

Beginning at the monument marking the point of curvature on the Dog (Salmon) Bay Road, station 66+85.60, Tract "D", Near Island, Plat Number 92-10, Kodiak Recording District, Third Judicial District, State of Alaska.

Thence the following State Plane Zone 5, courses:

S 02°20'37" E, a distance of 139.09 feet to the TRUE POINT OF BEGINNING:

1. Thence S 16°54'45" E, a distance of 85.00 feet;
2. Thence S 73°05'15" W, a distance of 85.00 feet;
3. Thence N 16°54'45" W, a distance of 85.00 feet;
4. Thence N 73°05'15" E, a distance of 85.00 feet to the TRUE POINT OF BEGINNING and containing 7,225 square feet, more or less, all as shown on a plat of survey prepared by Ecklund Surveying, dated May 5, 1992.

Together with a vehicular access easement along the following described line: Beginning at the monument marking the point of curvature on the Trident Basin Access Road, station 62+21.92; thence N 51°00' W 220 feet, more or less; thence N 16°54'45 W 63 feet, more or less.

These leased premises are hereinafter referred to as the "Site."

**2. Term.** This Lease shall continue in effect for a period of five (5) years from the date first written. Unless they conflict with the terms of this Lease, the provisions of Kodiak City Code section 18.20.350 in effect on the day and year first above written shall govern the Lessee's re-lease rights.

**3. Rental.** Lessee agrees to pay as and for rent the sum of \$416.66 per month in monthly installments which fall due on the first day of each calendar month; and, Lessor shall further pay such amounts provided under Paragraph 13.

**4. Conditions of Lease.** The Site shall be used solely as a radio communication site. Lessor shall also be entitled to sufficient space on the tower to attach one omni antennae and all associated coaxial cabling, for Lessor's sole individual use, on such reasonable terms as the parties shall decide.

**5. Improvements.** Lessor shall have the right to make additions, alterations, or improvements to the Site which will not impede Lessee's access to or use of the Site. Lessee shall have the right to erect, construct and maintain a suitable building and/or associated structure(s) on the Site necessary for the operation of a communications facility. Any improvements constructed by Lessee shall be consistent with the limited use of the Site authorized by this Lease and shall be constructed at Lessee's sole cost and expense. Upon termination of this Lease, such improvements shall become the property of Lessor or, at Lessee's option, removed by Lessee at its sole expense.

**6. Maintenance.** Except as otherwise specifically provided herein, the Lessee shall, at all times and at its sole expense, keep and maintain the Site in good repair, and in neat, orderly, and sightly condition. Lessee shall not cause or permit any litter, debris, or refuse to be accumulated or stored upon the Site and shall promptly remove all such materials without cost to Lessor.

**7. Indemnity.** Lessee shall defend, indemnify, and hold Lessor, its officers, agents, and employees harmless against any and all actions, suits, proceedings, claims, loss, liens, costs, expense, and liability of every kind and nature whatsoever, including, but not limited to, attorney's fees reasonably incurred for response or defense of injury to or death of persons or loss of or damage to property, including property owned by the Lessor, caused by or incurred as a result of Lessee's use and occupancy of the premises under this Lease. This provision shall not apply to claims, actions, damages, losses, or proceedings caused solely by the negligence of officers, agents, or employees of Lessor.

**8. Insurance.** In order to meet its requirements under this Lease, and for other purposes, Lessee shall further procure and maintain at its sole expense, and keep in full force and effect, policies of public and property damage liability insurance in the amount of ONE

MILLION DOLLARS (\$1,000,000) for death or bodily injury, or loss sustained by any one person in any one occurrence. Lessor, including its officers and employees, shall be named as joint insureds in all such policies, which shall include a clause requiring at least thirty (30) days advance written notice to Lessor by the carrier before any cancellation or non-renewal during the term of this lease. Unless similar insurance coverage was previously required by a prior agreement between the parties, in which case this clause must be met before the termination of such prior coverage, the Lessee shall provide the Lessor with proof of such insurance pursuant to this paragraph prior to the effective date of this Lease and this Lease shall not become effective until and unless such proof is made. Unless otherwise expressly agreed to in writing by the Lessor, all insurance coverage required to be obtained under this paragraph shall be placed with a carrier licensed to do business in the State of Alaska. No insurance coverage required by this Lease shall be obtained pursuant to a "claims made" policy unless, at the time such insurance is procured a "tail" policy covering all insured risks is also obtained.

**9. Utility Charges and Taxes.** All utility charges shall be borne and paid for by Lessee, together with all personal or real property taxes or assessments that may be levied against the Lessee by reasons of its occupancy of the premises or its rights hereunder.

**10. Operation of Equipment.** In installing, operating, or maintaining any equipment on the Site and in its general management of the Site, the Lessee will act in accordance with applicable laws and regulations and so as not to cause interference with any other radio or television transmitting or receiving equipment whether located on the Site or not. The Lessee will at all times protect from interference all frequencies assigned to the Lessor whether or not such frequencies are in use. The Lessee will not do, attempt, or permit any acts in connection with this Lease which could be construed as a violation of law.

**11. Security of Site.** Lessee agrees to take, at the Lessee's own expense, all reasonable measures and precautions necessary to render the communications facility inaccessible to unauthorized persons.

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

**13. Assignment and Subleasing.** Lessee is authorized to continue to lease tower spots to Kodiak Wireless and Bristol Bay Cellular; and, Lessee shall further have the right to lease up to two omni antennae, and all associated coaxial cabling, to ACS Wireless, Inc, an Alaska corporation with an address of 600 Telephone Avenue, Anchorage, Alaska 99503. Copies of the existing or proposed leases are attached as Exhibits A, B, and C. Lessee shall not otherwise assign its rights, enter into a sublease, or delegate its duties under this Lease without the prior written consent of Lessor and under the terms outlined in Kodiak City Code Title 18, Section 18.20.230. Lessee shall remit to Lessor fifty per cent (50%) of any assignment or sublease revenues, paid monthly in equal installments, which shall fall due on the first day of each calendar month. For so long as Kodiak Wireless permits the City to install communication

equipment in the Kodiak Wireless building located on the lease site, Lessee will not be required to remit to Lessor any portion of sublease revenues that Lessee receives from Kodiak Wireless.


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


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

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

CITY OF KODIAK

KODIAK ISLAND BROADCASTING,  
INC

 8/8/11  
AIMEE KNIAZOWSKI Date  
City Manager  
710 Mill Bay Road  
Kodiak, AK 99615

 8/3/2011  
DENNIS BOOKEY Date  
Vice President  
9740 Jupiter Drive  
Anchorage, AK 99507

ATTEST:

WITNESS:

  
DEBRA L. MARLAR  
City Clerk

\_\_\_\_\_

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**MEMORANDUM TO COUNCIL**

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, Deputy City Manager and Debra Marlar, City Clerk

**Date:** October 22, 2015

**Agenda Item:** V. e. **Appointment of City Representative to Kodiak Island Borough Lands Committee**

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**SUMMARY:** The Kodiak Island Borough adopted Ordinance No. FY2016–02 (Attachment A), which added a Borough Lands Committee to their Administration and Personnel within their Borough Code on August 20, 2015. The Borough Lands Committee is responsible for review of real property acquisition and disposal of borough land and it will also provide a forum for input and recommendations to the KIB Assembly. This committee membership includes seven voting members and four non-voting members. The Mayor and City Clerk were notified by the Borough Clerk that the newly established committee membership includes an ex-officio City Councilmember seat, and requested a recommendation from the City Council be made to fill the ex-officio seat. The Clerk recommends the Council designate the City seat on the Borough Lands Committee by motion.

**PREVIOUS COUNCIL ACTION:** The Council is scheduled to discuss the Borough Lands Committee representation at the October 20, 2015, work session.

**DEPUTY CITY MANAGER’S COMMENTS:** I recommend the new appointment by Council attend the Lands Committee meetings with a clear understanding and voice of our City Council. We may not have a vote but we do have strategic plans for our community that need to be heard.

**CITY CLERK’S COMMENTS:** I recommend that the appointment to the Borough Lands Committee be done by motion in order to preserve a documented record of appointment.

**ATTACHMENTS:**

Attachment A: KIB Ordinance No. FY2016–02 re: Borough Lands Committee

**PROPOSED MOTION:**

Move to appoint Councilmember \_\_\_\_\_ to the nonvoting ex-officio seat on the Borough Lands Committee.

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Introduced by:	Borough Mayor
Requested by:	Borough Mayor
Drafted by:	Borough Mayor / Borough Clerk
Introduced:	08/06/2015
Public Hearing:	08/20/2015
Amended:	08/20/2015
Adopted:	08/20/2015

**KODIAK ISLAND BOROUGH  
ORDINANCE NO. FY2016-02**

**AN ORDINANCE OF THE ASSEMBLY OF THE KODIAK ISLAND  
BOROUGH AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL BY  
ADDING CHAPTER 2.160 BOROUGH LANDS COMMITTEE**

**WHEREAS,** Per KIBC 2.100.020, the Assembly, by ordinance, may provide for advisory, regulatory, appellate or quasi-judicial boards or commissions. The ordinance adopted shall prescribe the duties and qualifications of members; and

**WHEREAS,** the Borough Lands Committee will provide a forum for input and recommendations to the Assembly; the committee is responsible for review of real property acquisition and disposal of borough land; and

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH THAT:**

**Section 1:** This ordinance is of a general and permanent nature and shall become a part of the Kodiak Island Borough Code of Ordinances.

**Section 2:** Title 2 *Administration and Personnel* is hereby amended to add Chapter 2.160 *Borough Lands Committee* in the Kodiak Island Borough Code.

**Chapter 2.160  
BOROUGH LANDS COMMITTEE**

**Sections:**

- 2.160.010 Created – Membership.**
- 2.160.020 Organization.**
- 2.160.030 Term-Compensation.**
- 2.160.040 Powers and duties.**
- 2.160.050 Administrative assistance.**

**2.160.010 Created — Membership.** There is created a borough lands committee consisting of the following voting members: the mayor, two (2) assembly members, one (1) representative from the Alaska Native Claims Settlement Act (ANCSA) Corporations in the Kodiak region, one (1) borough representative from the Planning and Zoning Commission, one (1) city representative from the planning and zoning commission, and one (1) at large member from the public. Members are appointed in accordance with section 2.100.030 and shall meet the qualifications of section 2.100.040 of this title. There will be four (4) nonvoting ex-officio members: representative from the City of Kodiak council, the borough resource management officer, community development director and one representative from the United States Coast Guard appointed by the ISC commanding officer.

52 **2.160.020 Organization.** The mayor will serve as the chair and the committee shall designate  
53 a vice -chair at the first meeting of the calendar year and shall hold at least one (1) quarterly  
54 meeting.  
55

56 **2.160.030 Term — Compensation.**

57 A. The mayor shall appoint two (2) assembly members during the annual appointment of  
58 assembly member representatives to boards and committees. The Commission shall make  
59 recommendations to the mayor for appointment of their members on an annual basis. The  
60 representative from ANCSA Corporations and the at large member from the public will serve  
61 for three year terms.  
62

63 B. Members of the committee shall serve without compensation. The mayor, assembly  
64 members, and commissioners will receive their existing compensation related to their duties  
65 as provided for in this title.  
66

67 **2.160.040 Powers and duties.** The borough lands committee will:

68 A. Assist in identifying creative and workable solutions to ongoing and emerging issues in  
69 selection, acquisition, management, and disposal of borough real property and  
70 resources.

71 B. Provide input for potential land sale plans.

72 C. Provide input for utilization of borough land that achieves multiple land and housing  
73 options.

74 D. Collaborate and seek input with private land owners when considering whether  
75 borough land should be developed.

76 E. Provide for balanced consideration and representation of the viewpoints, problems  
77 and issues regarding borough real property and resources.

78 F. Provide a forum for discussing development of specific sites and projects.  
79

80 **2.160.050 Administrative assistance.**

81 The resource management officer shall:

82 A. Refer to the committee, for its discussion, all non-emergency matters within the scope  
83 of its powers and duties prior to presenting those matters to the assembly.

84 B. Transmit all recommendations and other communications from the committee to the  
85 assembly.

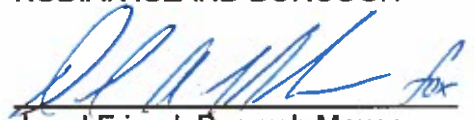
86 The clerk's office staff shall:

87 A. Work with the resource management officer in furnishing the committee with copies of  
88 all requested documents and other information necessary or reasonably related to  
89 committee functions.

90 B. Provide the committee with such supplies, meeting space, and secretarial assistance.  
91

92 **ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH**  
93 **THIS TWENTIETH DAY OF AUGUST, 2015**

94  
95 KODIAK ISLAND BOROUGH

96  
97   
98  
99 Jerrol Friend, Borough Mayor

100  
101 ATTEST:

102   
103  
104 Nova M. Javier, MMC, Borough Clerk  
105



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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers DM  
**From:** Mike Tvenge, Deputy City Manager and Debra Marlar, City Clerk MT  
**Date:** October 22, 2015

**Agenda Item: V. f. Appointment of City Representatives to Kodiak Fisheries Work Group**

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**SUMMARY:** The Kodiak Fisheries Work Group (FWG) scope and authority was established with the adoption of Resolution No. 2013–17. The FWG consists of three representatives of the City Council and three representatives of the Borough Assembly, as well as the City and Borough managers and fisheries analyst as non-voting members. Mayor Pat Branson and Councilmembers John Whiddon and Terry Haines are presently the City’s representatives to the FWG. Councilmember Haines’ Council term ends October 26, 2015, and another City representative needs to be appointed. Because Mayor Branson and Councilmember Whiddon were informally appointed when the group was organized in 2011, the Clerk recommends that they be formally appointed by motion.

**PREVIOUS COUNCIL ACTION:** Since 2011 the Council has informally voiced a consensus at work sessions to designate members to serve on the Borough/City Fisheries Subcommittee that later became the Kodiak Fisheries Work Group.

**DISCUSSION:** A small working group was established in the summer of 2011 consisting of two Councilmembers, two Assemblymembers, and both the City and Borough managers to develop a Request for Proposals (RFP) for the services of a fisheries analyst. An analyst was hired in December 2011 and the informal group that developed the RFP continued to meet informally with the analyst as the Borough/City Fisheries Subcommittee to identify the best approach to take when dealing with fisheries management issues that affect Kodiak. In 2013 a joint resolution of the Council and Assembly was adopted that identified the group as the Kodiak Fisheries Work Group (FWG) consisting of three representatives from the Kodiak City Council and three representatives from the Kodiak Island Borough, as well as the City and Borough managers and fisheries analyst as ex-officio, non-voting members. The resolution also documented the FWG’s scope and authority. Mayor Branson and Councilmember Whiddon have served on the group since its inception. Councilmember Haines began serving when the group was expanded to three representatives as documented in Resolution No. 2013–17. Councilmember Haines’ term on the City Council ends in October 2015, and a new representative needs to be appointed.

**DEPUTY CITY MANAGER’S COMMENTS:** The appointment of a City Councilmember to replace the seat vacated by Terry Haines maintains balance and representation from the City. Three seats on the (FWG) is consistent with Resolution No. 2013–17.

OCTOBER 22, 2015  
Agenda Item V. f. Memo Page 1 of 2

**CITY CLERK'S COMMENTS:** The Fisheries Work Group has evolved over the years to a committee that provides valuable assistance to the City Council and Borough Assembly by identifying fishery management actions that could affect Kodiak. I recommend that all appointments to the Fisheries Work Group be done by motion in order to preserve a documented record of appointments.

**ATTACHMENTS:**

Attachment A: Resolution No. 2013-17

**PROPOSED MOTION:**

Move to appointment Pat Branson, John Whiddon, and \_\_\_\_\_ to the Kodiak Fisheries Work Group to serve until successors are appointed.

OCTOBER 22, 2015  
Agenda Item V. f. Memo Page 2 of 2

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

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

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

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

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

BE IT FURTHER RESOLVED THAT:

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

4. **Administrative assistance.** The City and Borough Clerk's office staff shall:
  - a. Furnish the work group with copies of all requested documents and other information necessary or reasonably related to the work group's functions;
  - b. Provide the work group with supplies, meeting space, and secretarial assistance;
  - c. Refer to the work group, for their discussion, all nonemergency matters within the scope of its powers and duties prior to presenting those matters to the assembly for action; and
  - d. Transmit all recommendations and other communications from the work group to the Council and Assembly.
  
5. **Consensus.** The affirmative votes of four (4) work group members shall be required to build consensus of the work group. Consensus shall be given at a public meeting of the work group.
  
6. **Agenda.** The co-chairs and the fisheries analyst shall determine items for the agenda. No business may be transacted nor any measure be considered that is not on the agenda. The clerk shall prepare an agenda and it shall be distributed to work group members, along with the meeting packet, one week prior to the regular meeting.
  
7. **Meeting Notes/Summary.** Bulleted notes shall be taken and shall be filed as a part of the meeting packet.

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



CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted: June 27, 2013

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**MEMORANDUM TO COUNCIL**

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**To:** Mayor Branson and City Councilmembers  
**From:** Debra Marlar, City Clerk *DM*  
**Date:** October 22, 2015

**Agenda Item:** V. g. Certification of Election

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**SUMMARY:** The City of Kodiak held a regular election October 6, 2015, and voters cast ballots for the two-year Mayoral position, one two-year and two three-year City Council positions. The Canvass Board met October 14, 2015, to tally the votes of the admissible questioned and absentee ballots, together with votes counted on election night. The final results of the October 6, 2015, Municipal City election were:

Mayor—One Two-Year Term  
Pat Branson .....491  
Write-ins .....39

City Council—One Two-Year Term  
Laura B. Arboleda.....475  
Write-ins .....17

City Council—Two Three-Year Terms  
Gabriel T. Saravia .....359  
Rich Walker .....449  
Write-Ins .....21

Of the 3469 registered City voters, 597 cast eligible City ballots, for a 17.2% voter turnout, which is 2.8% lower than last year.

**NOTES/ATTACHMENTS:**

- Attachment A: Certificate of Election
- Attachment B: Canvass Report of Final Results

**PROPOSED MOTION:**

Move to certify the results of the October 6, 2015, regular election and declare Pat Branson elected Mayor for a two-year term; Laura B. Arboleda elected to the City Council for two-year term; and Gabriel T. Saravia and Richard Walker elected to the City Council for three-year terms.

OCTOBER 22, 2015  
Agenda Item V. g. Memo Page 1 of 1

**CITY OF KODIAK, ALASKA**  
**2015 Municipal Election**  
*Certificate of Election*

WE, the undersigned MAYOR and CITY CLERK of the City of Kodiak, Alaska, do hereby certify that the Council of the City of Kodiak, Alaska, in accordance with KCC 2.28.015, have received the report of the Canvass Board for the 2015 Municipal Election, held on the 6th day of October 2015 and have determined that the election was validly held and have certified the following results:

**Mayor, one two-year term**

Number of votes cast:.....530

<b>Candidate</b>	<b>Votes Received</b>
Pat Branson .....	491
Write-ins .....	39

**Councilmember, one two-year term**

Number of votes cast:.....492

<b>Candidate</b>	<b>Votes Received</b>
Laura B. Arboleda .....	475
Write-ins .....	17

**Councilmember, two three-year terms**

Number of votes cast: .....829

<b>Candidates</b>	<b>Votes Received</b>
Gabriel T Saravia .....	359
Richard Walker.....	449
Write-ins.....	21

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

DATED this 22nd day of October 2015.

**October 6, 2015, Regular Election  
Canvass Report of Final Results**

**(Harbor)      (Teen)      Admissible  
32/820      32/825      Questioned      Total      Percent**

**REGISTERED VOTERS/BALLOTS CAST**

					% of voter turnout
REGISTERED VOTERS	1762	1707		3,469	
BALLOTS CAST	327	230	40	597	17.2%

**VOTES CAST**

**Mayor, One Two-Year Term**

					% of votes cast
Pat Branson	260	192	39	491	82.2%
Write-ins	22	17	0	39	
Total	282	209	39	530	

**City Council, One Two-Year Term**

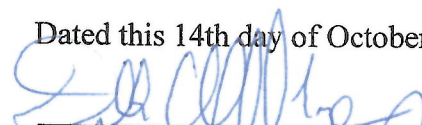
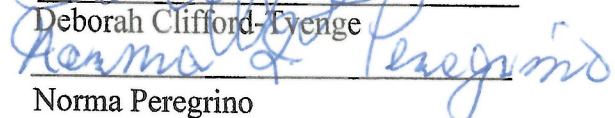
					% of votes cast
Laura B. Arboleda	249	191	35	475	79.6%
Write-ins	8	9	0	17	
Total	257	200	35	492	



**City Council, Two Three-Year Terms**

					% of votes cast
Gabriel T. Saravia	190	144	25	359	60.1%
Richard Walker	244	169	36	449	75.2%
Write-ins	11	10	0	21	
Total	445	323	61	829	

We, the undersigned Canvass Board for the 2015 City of Kodiak Municipal Election held October 6, 2015, hereby certify that the above is a true and correct statement of election results.

Dated this 14th day of October 2015.

  
 \_\_\_\_\_  
 Deborah Clifford-Eyenge  
  
 \_\_\_\_\_  
 Norma Peregrino

  
 \_\_\_\_\_  
 Charles Davidson  
  
 \_\_\_\_\_  
 Catherine Perkins



# **OATH OF OFFICE**

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## MEMORANDUM TO COUNCIL

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**Date:** October 22, 2015

**Agenda Item: X. Oath of Office**

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

**NOTES/ATTACHMENTS:**

Attachment A: Oath of Office

# CITY OF KODIAK, ALASKA

## *Oath of Office*

October 22, 2015

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

CITY OF KODIAK

\_\_\_\_\_  
Elected Official's Signature

ATTEST:

\_\_\_\_\_  
Debra L. Marlar, City Clerk

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**PRESENTATION TO  
OUTGOING COUNCILMEMBERS**

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## MEMORANDUM TO COUNCIL

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**Date:** October 22, 2015

**Agenda Item:** XI. Presentation to Outgoing Councilmember

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**SUMMARY:** Mayor Branson will present outgoing Councilmember Terry Haines with a token of the City's appreciation for his service.

# **EXECUTIVE SESSION**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, Deputy City Manager

**Date:** October 22, 2015

**Agenda Item:** **III. a. Discussion About Future Costs Related to the Reconstruction of Pier III**

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**SUMMARY:** The City Council will enter into executive session to discuss costs related to the reconstruction of Pier III.

**PROPOSED MOTION:**

Move to enter into executive session pursuant to AS 44.62.310(c)(1) to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City, specifically, future costs related to the reconstruction of Pier III.

OCTOBER 22, 2015  
Agenda Item XII Memo Page 1 of 1



**POTENTIAL ACTION FOLLOWING  
EXECUTIVE SESSION**

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## MEMORANDUM TO COUNCIL

---

**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tyenge, Deputy City Manager  
**Thru:** Ron White, Harbor Master and Glenn Melvin PE, City Engineer  
**Date:** October 22, 2015

**Agenda Item: XIII. a. Resolution No. 2015-31, Appropriating \$305,000 From the Cargo Terminal Fund to the Cargo Development Capital Project Fund to Pay for Additional Engineering and Project Management Services Needed in the Pier III Replacement Project No. 11-07/8024**

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**SUMMARY:** Resolution No. 2015-31, authorizes additional funding for project management and engineering services for the Pier III Replacement Project No. 11-07/8024, for the amount of \$305,000. Pacific Pile & Marine's (PPM) schedule for completion of the project has slipped at least two months causing the need for additional project management and engineering services. Remaining contingency funds for the project are not sufficient to cover these additional expenses. Staff recommends approving Resolution No. 2015-31, authorizing additional funding for the Pier III project for the amount of \$305,000, funds coming from the Cargo Terminal Fund Balance.

**PREVIOUS COUNCIL ACTION:**

- February 26 and March 17 meetings, Council discussed the issues involved in reaching a settlement.
- March 19, 2015, Council approved Resolution No. 2015-09, appropriating funds from the Cargo Terminal Fund to fund Change Order No. 8 to Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024.

**DISCUSSION:** The level of required effort from our project manager, ARCADIS, and project engineers, PND Engineering Inc., has continued to increase beyond what was previously anticipated. They have performed additional services that were within the approved scope of their contract, but were not contemplated in the compensation amount, or previous change orders.

PPM's schedule has continued to slip beyond their contract milestone requirements. Substantial Completion is behind schedule by at least two months, and it is likely that there are some operationally important items that will complete well beyond that date. ARCADIS and PND's level of required effort has remained high since the last amendment, in part, to help maintain the progress of the work. They have continued to provide needed assistance in review of contractual and construction related issues. They have provided substantial assistance in helping facilitate solutions for construction issues that have

allowed the project to move forward. They continue to provide assistance to help resolve pile roundness issues associated with the pile material supply contract.

The amount of the remaining services needed from ARCADIS and PND continues to remain a function of timing of contractor completion and quality control and the level of effort required to close out the Dominion and PPM contracts. The additional funds requested are anticipated to cover project management and engineering services through January 2016, the projected close out for the project.

The ARCADIS memo (Attachment B) and PND memo (Attachment C) detail the cost and need for additional project management and engineering services.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2015–31, which will authorize the transfer of funds from the Cargo Terminal Fund to the Cargo Development Capital Project Fund. This is recommended by staff and necessary to provide the project oversight needed.
- 2) Do not adopt the resolution, which is not recommended, since the available project funds do not provide an adequate contingency to cover these critical services, and the completion of the project would be further delayed.

**FINANCIAL IMPLICATIONS:** Additional funds requested to cover project management and engineering services total \$305,000 through January 2016. These funds are \$185,000 for PND engineering services and \$120,000 for ARCADIS project management services. The Cargo Development Capital Project Fund does not currently have the funds available to cover these additional requests. The Cargo Terminal Fund would be required to transfer \$305,000 to the Cargo Development Capital Project Fund to meet these additional funding requirements. The funding source would be an appropriation of the fund balance of the Cargo Fund.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends Council authorize Resolution No. 2015–31, authorizing additional funds for the Pier III Replacement Project No. 11-07/8024, with funds coming from Cargo Terminal Fund.

**DEPUTY CITY MANAGER’S COMMENTS:** The Pier III project has had its challenges and delays have come with these challenges. We are nearing the point where the crane will be commissioned and the majority of the project complete. This project needs continued owner oversight, and ARCADIS is providing that service to the City. I recommend the transfer of funds to the Cargo Capital Project Fund by adopting Resolution No. 2015–31.

**ATTACHMENTS:**

Attachment A: Resolution No. 2015–31

Attachment B: ARCADIS Memo 10-8-15

Attachment B: PND Memo 10-12-15

**POTENTIAL PROPOSED MOTION:**

Move to adopt Resolution No. 2015–31

**CITY OF KODIAK  
RESOLUTION NUMBER 2015-31**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK APPROPRIATING \$305,000 FROM THE CARGO TERMINAL FUND TO THE CARGO DEVELOPMENT CAPITAL PROJECT FUND TO PAY FOR ADDITIONAL ENGINEERING AND PROJECT MANAGEMENT SERVICES NEEDED IN THE PIER III REPLACEMENT, PROJECT NO. 11-07/8024**

WHEREAS, the Pier III replacement project identified as Project No. 11-07/8024 is several months behind schedule; and

WHEREAS, the City has been notified of increased costs for project management and engineering services associated with Project No. 11-07/8024 as a result of that delay; and

WHEREAS, Article V of the City of Kodiak Charter provides that an appropriation of funds separate from the budget document may be made by resolution.

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

Section 1. The Fiscal Year 2015 Operating Budget is amended by appropriating and transferring \$305,000 from the Cargo Terminal Fund Fund Balance to the following account to pay for additional engineering and project management services needed in Pier III Replacement, Project No. 11-07/8024:

Appropriation / Transfer From:

<u>Account Description</u>	<u>Amount</u>
Cargo Fund–Appropriation of Fund Balance	\$305,000

Transfer to:

<u>Account Description</u>	<u>Amount</u>
Cargo Capital Project Fund–Pier III Construction	\$305,000

Section 2. This resolution shall become effective upon adoption.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Adopted:



880 H Street, Suite 101  
Anchorage, Alaska 99501  
Tel 907.276.8095  
Fax 907.276.8609  
www.arcadis-us.com

October 8, 2015

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

**Subject: City of Kodiak - Pier 3 Replacement  
Project Management Services During Construction - Amendment 6**

This memo is to request a \$120,000 amendment to provide additional project management services for the new Kodiak Pier 3 facility.

The level of effort required to administer the PPM General Contract construction contract has exceeded the anticipated resource requirements. PPM is more than two months behind their contractual Substantial Completion date. They have submitted a number of extra cost requests that have required detailed review and have raised numerous issues requiring coordination and resolution. The General Contractor’s schedule delays coupled with their management approach have required increased coordination and effort.

There are a number of remaining construction administration items required to complete the project. The Contractor has stated they will achieve Substantial Completion by the end of October. Without a major change in their level of performance it is unlikely the project will be completed to a point it would be useable for its intended purpose by that time. PPM onsite efforts are currently anticipated to continue into the late December timeframe. Based on past history, significant coordination will be required to facilitate completion of the remaining contract work items. There are technical and financial issues that have arisen in both the PPM and Dominion Pipe Pile material contracts that require resolution. It is difficult to provide a firm timeline or define the level of effort required to resolve these elements. The crane commissioning effort, which will be performed after electrical system access has been made available, will require management assistance. This effort has not been firmly scheduled in advance of completion of the medium voltage electrical and fiber work. It currently appears likely the crane and associated KEA flywheel commissioning will be performed in the November/ early December timeframe. There are a number of miscellaneous items that have either been deleted from the PPM contract or that have been identified as being required to be added to the project to achieve the design life of the facility. Coordination will be required to scope, coordinate and potentially help implement these solutions. In addition administration of closeout services including completion of punchlists and finalization of the O&M manuals and Asbuilts is required.

The Kodiak Pier 3 upgrade is an important infrastructure project for the City of Kodiak and we appreciate the opportunity to help the City in its delivery.

Please contact me at 907.276.8095 or [roe.sturgulewski@arcadis.com](mailto:roe.sturgulewski@arcadis.com) if you have any questions or desire additional information.

Sincerely,

Roe Sturgulewski  
Alaska Operations Leader



ENGINEERS, INC.

Attachment C

October 12, 2015

111012

Mr. Roe Sturgulewski  
Alaska Operations Leader  
ARCADIS U.S., Inc.  
880 H Street Suite 101  
Anchorage, AK 99501

Subject: Additional Construction Admin Fees – Kodiak Pier 3 Construction

Dear Mr. Sturgulewski:

As you are aware PND Engineers, Inc. (PND) is currently providing in-office construction administration (CA) services as well as periodic on-site inspection as the Kodiak Pier 3 Replacement project is nearing substantial completion. PND is also supporting ARCADIS and the City with handling current contractor requests for additional compensation. In June, PND submitted for extension of our CA budget, based on the current spending trends, which were expected to last until sometime after crane delivery. At this point the funding was to be re-evaluated based on the current state of the project. Since this time the Contractor has fallen behind on completion of the project and has extended the timeframe for CA services by PND. Though the City has taken over the majority of the on-site inspection remaining for the project, PND has still remained heavily involved in providing office support and periodic inspections in support of project completion.

Additionally, following substantial completion of the facility, it is expected that PND will remain involved in supporting the City and ARCADIS in response to contractor requests for additional compensation and resolution of outstanding issues with the pipe material supplier. PND has already spent considerable time on these efforts but there are still multiple items that will require input from engineering following completion of the new pier. The level of effort required for response to these items is difficult to estimate, as it may take multiple attempts for all parties to come to an acceptable agreement over each issue.

Remaining project services include but are not limited to:

- Review and compilation of contractor submitted as-built drawings.
- Office support to City.
  - On-Site inspection
  - Crane Commissioning
- Responding to Contractor requests for project modifications.
- Site visit(s) and resolution of punch list items and final completion.
- Site visits(s) for inspection of areas of non-conformance (Deck Grout, Welding etc).
- Bollards on existing piers.
- Response and support for contractor requests for additional compensation.

We understand that obtaining approval through the City Council can take time due to the schedule of meetings and work sessions. For this reason, it is requested that an additional \$185,000 be added to the CA budget to support the City and ARCADIS with the remaining services outlined above. This estimate assumes that the majority of the services will be completed by the end of January, 2016. PND will closely monitor these efforts and notify the City\ARCADIS if available funds are nearing



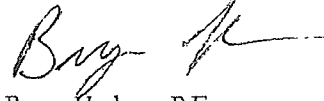
depletion. This scope will continue to be performed under PND's reduced rates as presented to the City in our last budget request.

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

Sincerely,  
PND Engineers, Inc. | Anchorage Office



Kenton W. Braun, P.E.  
Vice President




Bryan Hudson, P.E.  
Senior Engineer



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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike <sup>MT</sup> Fvenge, Deputy City Manager  
**Thru:** Glenn Melvin, City Engineer and Lon White, Harbormaster   
**Date:** October 22, 2015

**Agenda Item:** XIII. b. **Authorization of Amendment to the Professional Services Contract for Pier III Project Management with ARCADIS US Inc.**

---

**SUMMARY:** This memo recommends award of Amendment No. 6 to ARCADIS for additional construction phase project management services for the Pier III replacement project. Roe Sturgulewski submitted a proposal to provide extended project management services beyond what was anticipated in the original proposal. Staff and the City Manager recommend Council authorize Amendment No. 6 to ARCADIS professional services contract to extend Construction Phase Project Management services for the Pier III replacement project in the amount of \$120,000.

**PREVIOUS COUNCIL ACTION:**

- FY09 Council approved a capital project budget of \$250,000 for inspection and design of Pier III.
- FY12 Council approved an additional \$462,000 to the project.
- July 12, 2012, Council adopted Resolution No. 2012-18 accepting the legislative grant for \$18.1 million and accepting the additional \$15 million if the bond package passed, which it did.
- December 13, 2012, Council approved the RISE Alaska (ARCADIS) proposal for initial project management services for Pier III.
- December 12, 2013, Council approved Amendment No. 1 to the Professional Services Contract for Pier III Project Management through construction.
- December 23, 2013, Contract Amendment No. 2 Negotiation Support Services for New Horizon Lines Agreement Contract awarded under City Manager Authority for Not-to-Exceed amount of \$15,000.
- March 19, 2015, Council authorized amendment NO. 3 to the professional services contract for Pier III project management for the sum of \$200,000.

**DISCUSSION:**

The level of effort required to administer the PPM General Contract has exceeded the anticipated funding allocated for ARCADIS services. PPM is more than two months behind their contractual Substantial Completion date. They have submitted a number of extra cost requests that have required detailed review and have raised numerous issues requiring coordination and resolution. The General Contractor's schedule delays coupled with their management approach have required increased coordination and effort.

OCTOBER 22, 2015  
Agenda Item XIII. b. Memo Page 1 of 2

ARCADIS has prepared an estimate of the services required to complete the project. They have assumed the level of effort will decrease from what has been required over the last few months with resolution of financial issues with the General Contractor. ARCADIS estimates they will need an additional \$120,000 to cover the Project Management Services through January 2016.

**ALTERNATIVES:**

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

**FINANCIAL IMPLICATIONS:** Council authorized funds through the adoption of Resolution No. 2015-31.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends authorization of Amendment No. 6 to ARCADIS professional services contract to extend Construction Phase Project Management services for Pier III Replacement.

**DEPUTY CITY MANAGER'S RECOMMENDATION AND COMMENTS:** We rely heavily on Roe's direction and assistance on this project. He continues to put many hours and much effort into seeing the project to completion. The project requires ongoing effort and time to get the contract through to completion. I recommend Council authorize this amendment.

**ATTACHMENT:**

Attachment A: ARCADIS memo dated October 8, 2015

**PROPOSED MOTION:**

Move to authorize Amendment No. 6 to the professional services contract with ARCADIS in an amount not-to-exceed \$120,000 for project management services, Project No. 11-07/8024, with funds from the Cargo Development Capital Fund and authorize the City Manger to execute the documents on behalf of the City.



880 H Street, Suite 101  
Anchorage, Alaska 99501  
Tel 907.276.8095  
Fax 907.276.8609  
www.arcadis-us.com

October 8, 2015

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

**Subject: City of Kodiak - Pier 3 Replacement  
Project Management Services During Construction - Amendment 6**

This memo is to request a \$120,000 amendment to provide additional project management services for the new Kodiak Pier 3 facility.

The level of effort required to administer the PPM General Contract construction contract has exceeded the anticipated resource requirements. PPM is more than two months behind their contractual Substantial Completion date. They have submitted a number of extra cost requests that have required detailed review and have raised numerous issues requiring coordination and resolution. The General Contractor's schedule delays coupled with their management approach have required increased coordination and effort.

There are a number of remaining construction administration items required to complete the project. The Contractor has stated they will achieve Substantial Completion by the end of October. Without a major change in their level of performance it is unlikely the project will be completed to a point it would be useable for its intended purpose by that time. PPM onsite efforts are currently anticipated to continue into the late December timeframe. Based on past history, significant coordination will be required to facilitate completion of the remaining contract work items. There are technical and financial issues that have arisen in both the PPM and Dominion Pipe Pile material contracts that require resolution. It is difficult to provide a firm timeline or define the level of effort required to resolve these elements. The crane commissioning effort, which will be performed after electrical system access has been made available, will require management assistance. This effort has not been firmly scheduled in advance of completion of the medium voltage electrical and fiber work. It currently appears likely the crane and associated KEA flywheel commissioning will be performed in the November/ early December timeframe. There are a number of miscellaneous items that have either been deleted from the PPM contract or that have been identified as being required to be added to the project to achieve the design life of the facility. Coordination will be required to scope, coordinate and potentially help implement these solutions. In addition administration of closeout services including completion of punchlists and finalization of the O&M manuals and Asbuilts is required.

The Kodiak Pier 3 upgrade is an important infrastructure project for the City of Kodiak and we appreciate the opportunity to help the City in its delivery.

Please contact me at 907.276.8095 or [roe.sturgulewski@arcadis.com](mailto:roe.sturgulewski@arcadis.com) if you have any questions or desire additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roe Sturgulewski', written over a light blue horizontal line.

Roe Sturgulewski  
Alaska Operations Leader

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Iwenge, Deputy City Manager  
**Thru:** Glenn Melvin, City Engineer and Lon White, Harbormaster  
**Date:** October 22, 2015

**Agenda Item:** XIII. c. Authorization of Amendment to the Professional Services Contract for Pier III Construction Administration Services with PND Engineers, Inc.

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**SUMMARY:** This memo recommends authorization of Amendment No. 8 to PND Engineers Inc. for additional construction phase services associated with the Pier III Replacement PN 11-07/8024 project. PND Engineers Inc. submitted a proposal for continued services during construction. The third party project manager and City staff recommend Council authorize Amendment No. 8 to the professional services contract to provide additional construction phase services associated with the Pier III Replacement project to PND Engineers on a Time and Expense (T & E) basis with services not to exceed \$185,000.

**PREVIOUS COUNCIL ACTION:**

- December 13, 2012, Council approved a professional services contract for geotechnical work
- January 24, 2013, Council approved Amendment No. 1 to professional services contract for survey and preliminary engineering
- May 23, 2013, Council approved Amendment No. 2 to professional services contract for additional geotechnical work
- June 11, 2013, the project manager and PND made a presentation to Council on the project in preparation for the design and permitting work
- June 27, 2013, Council approved Amendment No. 3 to the professional services contract for full design and permitting work
- September 13, 2013, approved no cost Amendment No. 4 to the professional services contract that did not require Council action
- December 12, 2013, Council authorized Amendment No. 5 to the professional services contract for construction phase services associated with the Pier III Replacement project
- January 20, 2015, work session Council reviewed the contract amendment and discussed it with staff and the project manager
- January 22, 2015, Council authorized Amendment No. 6 to the professional services contract for the construction phase services associated with the Pier III Replacement project
- June 25, 2015, Council authorized Amendment No. 7 to the professional services contract for construction phase services associated with the Pier III Replacement project

**DISCUSSION:** PND's level of required effort has continued to increase beyond what was previously anticipated at Amendment 7. They have performed additional services that were within the approved scope of their contract, but were not contemplated in the compensation amount at the time of Amendment No. 7.

PPM's schedule has continued to slip beyond their contract milestone requirements. Substantial Completion is behind schedule by at least two months, and it is likely that there are some operationally important items that will complete well beyond that. PND's level of required effort has remained high since the last amendment in part to help maintain the progress of the work. They have continued to provide needed assistance in review of contractual and construction related issues. They have provided substantial assistance in helping facilitate solutions for construction issues that have allowed the project to move forward. They have provided assistance to help resolve pile roundness issues associated with the pile material supply contract.

PND reduced their level of onsite inspection from full-time to periodic observation in mid-August. This was later than planned due to slower than anticipated structural pier construction and delivery timing of the crane. Local resources are being used to provide daily onsite observations outside the PND contract.

The amount of the remaining required PND engineering services continues to remain a function of timing of Contractor completion and quality control and the level of effort required to close out the Dominion and PPM contracts.

**ALTERNATIVES:**

- 1) Authorize the Amendment No. 8 to professional services contract with PND. Staff and the Project Manager recommend this alternative as a necessary component to successfully complete the project and help to ensure that the City gets quality construction.
- 2) Do not authorize the amendment. This is not recommended as it will greatly increase the risk of construction problems not being addressed and will likely cause delays in work.

**FINANCIAL IMPLICATIONS:** Council authorized funds through the adoption of Resolution No. 2015-31.

**LEGAL:** N/A.

**STAFF RECOMMENDATION:** Staff recommends Council authorize Amendment No. 8 to the professional services contract with PND for construction administration services associated with Pier III Replacement.

**DEPUTY CITY MANAGER'S COMMENTS:** This is a necessary contract amendment to ensure the Pier III project receives the services of the design engineers for the anticipated remainder of the project. To be without PND's services at this time would be unwise. I support the recommendations of staff and the project manager and recommend Council authorize this contract amendment.

**ATTACHMENTS:**

- Attachment A: Memo from ARCADIS dated October 9, 2015
- Attachment B: PND letter, dated October 12, 2015

**PROPOSED MOTION:**

Move to approve Amendment No. 8 to the professional services contract with PND Engineers, Inc. for additional construction administration services related to the Pier III Replacement Project No. 11-07/8024, on a time and expense basis in an amount not to exceed \$185,000, with funds from the Cargo Development Capital Fund and authorize the City Manager to execute the documents on behalf of the City.

OCTOBER 22, 2015  
Agenda Item XIII. c Memo Page 3 of 3





## Memorandum

**TO:** Aimee Kniazowski  
**FROM:** Roe Sturgulewski  
**DATE:** October 9, 2015  
**RE:** Pier III PND Amendment #8  
Recommendation for Approval

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This is to recommend approval of Amendment #8 to PND Engineers, Inc. in the amount of \$185,000 to provide additional CA services on the Pier III project. The estimate assumes the majority of the services will be completed by the end of January 2016. The attached letter from PND dated October 9, 2015 provides additional information.

Additional funding is required to complete the construction administration phase of the project. As part of Amendment #7, PND agreed to reduce their billing rates by 15%. This has provided savings to the City and extended the delivery of services performed under the existing funding.

PPM's schedule has continued to slip beyond their contract milestone requirements. Substantial Completion is behind schedule by at least two months and it is likely that there are some operationally important items that will complete well beyond that. PND's level of required effort has remained high since the last amendment in part to help maintain the progress of the work. They have continued to provide needed assistance in review of contractual and construction related issues. They have provided substantial assistance in helping facilitate solutions for construction issues that have allowed the project to move forward. They have provided assistance to help resolve pile roundness issues associated with the pile material supply contract.

PND did reduce their level of onsite inspection from full-time to periodic observation in mid-August. This was later than planned due to slower than anticipated structural pier construction and delivery timing of the crane. Local resources are being used to provide daily onsite observations outside the PND contract.

The amount of the remaining required PND engineering services continues to remain a function of timing of Contractor completion and quality control and the level of effort required to close out the Dominion and PPM contracts.

Initial punchlist inspections have been performed on the structural portion of the waterside work. PND will need to do a coordination inspection when the contractor initiates repair efforts to the initial grout placement area. This will likely occur later this month. There is the possibility that a preliminary Substantial Completion inspection of the entire project could be performed as early as the end of October but this may very well slip into November. It appears unlikely that the three new bollards on the old pier, that are needed to tie down ships at the new pier, will be done at that time. Current thinking is that this work will not be completed until the latter part of December after transition of Matson operations to the new pier. It's anticipated PND will need to perform additional punchlist

inspections prior to Final Completion. Additional trips and home office assistance are anticipated to work through construction related issues associated with the punchlist.

There are a number of identified technical and financial issues that need to be resolved prior to closing out the Construction and pipe pile contracts. PND services are required to assist resolution. The timing and extent of services for this effort are difficult to predict for a variety of reasons.

Engineering services are required to complete miscellaneous items that were either deleted from the PPM contract or where desired modifications are needed to achieve the long term design life of the facility. Engineer assistance will be required in the crane commissioning effort that will occur after Matson has been provided access to the electrical system. While a firm date has not been established, and based on an assumption of cooperation of the parties, it's likely the crane commissioning can occur in the November/ early December time period.

Closeout services including O and M review and completion of the asbuilts are required. Completion timing and the level of effort needed for these elements are dependent on the receipt and quality of contractor information. Completion of the majority of the PPM closeout items in the December/ January timeframe is a reasonable expectation. Timing for resolution of the financial issues could extend final closure.

Please contact me at 907.343.3013 if you have any questions.



ENGINEERS, INC.

October 12, 2015

111012

Mr. Roe Sturgulewski  
Alaska Operations Leader  
ARCADIS U.S., Inc.  
880 H Street Suite 101  
Anchorage, AK 99501

Subject: Additional Construction Admin Fees – Kodiak Pier 3 Construction

Dear Mr. Sturgulewski:

As you are aware PND Engineers, Inc. (PND) is currently providing in-office construction administration (CA) services as well as periodic on-site inspection as the Kodiak Pier 3 Replacement project is nearing substantial completion. PND is also supporting ARCADIS and the City with handling current contractor requests for additional compensation. In June, PND submitted for extension of our CA budget, based on the current spending trends, which were expected to last until sometime after crane delivery. At this point the funding was to be re-evaluated based on the current state of the project. Since this time the Contractor has fallen behind on completion of the project and has extended the timeframe for CA services by PND. Though the City has taken over the majority of the on-site inspection remaining for the project, PND has still remained heavily involved in providing office support and periodic inspections in support of project completion.

Additionally, following substantial completion of the facility, it is expected that PND will remain involved in supporting the City and ARCADIS in response to contractor requests for additional compensation and resolution of outstanding issues with the pipe material supplier. PND has already spent considerable time on these efforts but there are still multiple items that will require input from engineering following completion of the new pier. The level of effort required for response to these items is difficult to estimate, as it may take multiple attempts for all parties to come to an acceptable agreement over each issue.

Remaining project services include but are not limited to:

- Review and compilation of contractor submitted as-built drawings.
- Office support to City.
  - On-Site inspection
  - Crane Commissioning
- Responding to Contractor requests for project modifications.
- Site visit(s) and resolution of punch list items and final completion.
- Site visits(s) for inspection of areas of non-conformance (Deck Grout, Welding etc).
- Bollards on existing piers.
- Response and support for contractor requests for additional compensation.

We understand that obtaining approval through the City Council can take time due to the schedule of meetings and work sessions. For this reason, it is requested that an additional \$185,000 be added to the CA budget to support the City and ARCADIS with the remaining services outlined above. This estimate assumes that the majority of the services will be completed by the end of January, 2016. PND will closely monitor these efforts and notify the City\ARCADIS if available funds are nearing

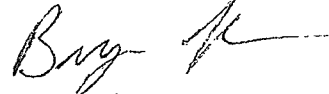
depletion. This scope will continue to be performed under PND's reduced rates as presented to the City in our last budget request.

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

Sincerely,  
PND Engineers, Inc. | Anchorage Office



Kenton W. Braun, P.E.  
Vice President



Bryan Hudson, P.E.  
Senior Engineer

