

KODIAK CITY COUNCIL

WORK SESSION AGENDA

Tuesday, February 9, 2016

Kodiak Public Library Multi-Purpose Room

7:30 p.m.

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

Discussion Items

1. Public Comments (limited to 3 minutes)
2. Cook Inlet RCAC Representative Update
3. Department Overview From Chief of Police PowerPoint
4. Discussion About City Investment Policies..... PowerPoint
5. Discussion About Fisheries Analyst Contract 1
6. Update on KIB Draft Ordinance Pertaining to Accessory Dwelling Units as a Permitted Use in Certain Residential Zoning Districts 15
7. Update on KIB Ordinance No. FY2016-12, Amending Kodiak Island Borough Code Title 15 Building and Construction Chapter 15.10 KIBC Building Codes to Add a Local Exception to Eliminate the Requirement for Engineering for Certain Residential Construction in the Borough..... 27
8. Elected Officials Training/Travel Requests
9. February 11, 2016, Agenda Packet Review

To Be Scheduled

1. Update on State Marijuana Laws (Holly Wells)
2. Discussion About Dock, Crane, and Icehouse
3. Discussion on Economic Development

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**Professional Services Agreement with
McCarty and Associates
for Fisheries Analyst Consulting and Related Services**

This **AGREEMENT**, made and entered into this **7th** day of **February, 2014** by and between the **KODIAK ISLAND BOROUGH**, organized under the laws of the State of Alaska, hereinafter referred to as the "**Borough**", the **CITY OF KODIAK**, organized under the laws of the State of Alaska, hereafter referred to as the "**City**" and **MCCARTY AND ASSOCIATES** a sole proprietor company authorized to do business in Alaska, with offices located at Juneau, Alaska, hereinafter referred to as the "**Contractor.**"

WITNESSETH

WHEREAS, the Borough and City wish to enter into a contract with an independent contractor to monitor, analyze and report on fisheries issues and policy developments that may impact or affect the economy and community in Kodiak, Alaska; and

WHEREAS, in response to a request for proposals, Contractor submitted a proposal asserting it is qualified to perform these services and able to do so in a timely manner;

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

1.0 DEFINITIONS

1.1 "Agreement" shall mean this Professional Services Agreement, including:

Exhibit A – McCarty & Associates proposal dated January 21, 2014

Exhibit B – Borough and City's request for proposals

1.2 "Change Order" is an addition to, or reduction of, or other revision approved by the Borough and City in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

1.3 "Borough" shall mean the Kodiak Island Borough, Alaska.

1.4 "Borough/City Fisheries Work Group" is a sub-committee of the Borough Assembly and City Council consisting of three Assembly members and three Council members (KIB Assembly Resolution FY2013-32).

1.5 "City" shall mean the City of Kodiak, Alaska.

1.6 "Contracting Officers" shall mean Borough Manager and the City Manager, and include any successor or authorized representatives.

1.7 "Contractor" shall mean McCarty and Associates.

1.8 "Fisheries Analyst Services" shall include monitoring, analyzing, and reporting to the Borough and City on fisheries issues and policy developments that may impact or affect the economy and communities with the City and the Borough, as further described in the Borough's and City's request for proposals (Exhibit B) and Contractor's proposal (Exhibit A).

2.0 TERM OF AGREEMENT. This Agreement shall take effect on February 7, 2014. This Agreement shall remain in full force and effect for two years expiring on February 6, 2016. This Agreement may be extended for two one year options to extend upon approval by the Borough, City and Contractor. This Agreement may be amended only in writing and upon compliance with all applicable statutes, ordinances, and regulations.

3.0 FEES. Contractor will be paid \$5,000 per month, at the beginning of each month, and reimbursed for reasonable travel-related costs including airfare, local transportation, lodging and per diem for meals based on the current US Government Services Administration (GSA) agency schedule. The Contractor will submit monthly invoices, detailing work and expenses incurred. The Borough and City will each pay one half of each accurate monthly invoice.

4.0 SCOPE OF SERVICES. The Borough, City, and Contractor have agreed upon a scope of work described in the Contractor's proposal, Exhibit A, to provide Fisheries Analyst Services based on approved standards and instructions [as specifically described in Exhibits A and B.] When available, Contractor will also attend local meetings of the Kodiak Fisheries Advisory Committee (KFAC) and the Kodiak Regional Aquaculture Association (KRAA). Attendance at other meetings may be requested by the Borough/City Fisheries Work Group. Additional Contractor fee for additional meetings (if any) must be agreed to, in writing, and approved by the Borough/City Fisheries Work group.

This Scope of Services can only be changed in writing pursuant to Section 25.0 of this Agreement.

5.0 REPORT SCHEDULE. Written quarterly reports shall be provided to the Borough and City within 30 days following the end of each calendar quarter. Contractor shall also report, written and/or oral, to the Borough/City Fisheries Sub-committee after each fisheries meeting attended and attend Borough/City Joint Work Sessions when requested by the Borough/City Fisheries Sub-committee. Joint work sessions are anticipated to occur on a quarterly basis.

6.0 PERSONNEL/ORGANIZATION

6.1 Key Personnel. Fisheries Analyst Services provided by the Contractor will be performed by:

Heather McCarty

6.2 Changes in Key Personnel. The Contractor shall give the Borough and City, through notice to the Contracting Officers, reasonable advance notice of any necessary substitution or change of key personnel and shall submit justification therefore in sufficient detail to permit the Borough and City to evaluate the impact of such substitution on this Agreement. No substitutions or other changes shall be made without the written consent of the Borough.

7.0 STANDARD OF PERFORMANCE. The Contractor agrees to use its best efforts to provide Fisheries Analyst Services. The Contractor accepts the relationship of trust and confidence established between it and the Borough and City by this Agreement. The Contractor covenants with the Borough and City to furnish its best skill and judgment. The Contractor shall provide all services in a competent manner.

8.0 TIMELINESS OF PERFORMANCE. Time is of the essence in this Agreement.

9.0 COMPLIANCE WITH LAWS. The Contractor shall be familiar with and at all times comply with and observe all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, all applicable safety orders, all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over the Contractor, the Borough, or the service which may be in effect now or during performance of the services.

10.0 INDEMNITY. The Contractor shall indemnify, defend, and hold harmless the Borough and City from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this Agreement, including attorney fees and costs. The Contractor is not required to indemnify, defend, or hold harmless the Borough or City for a claim of, or liability for, its (the Borough or City, as applicable) independent negligent acts, errors, and omissions. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Contractor

and the Borough and City, the indemnification, defense, and hold harmless obligation of the Contractor, and liability of the parties, shall be apportioned on a comparative fault basis. In this provision, "Contractor", "Borough" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions of the Borough and City means negligence other than in the Borough's and City's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

11.0 INSURANCE. The Contractor understands that no Borough or City insurance coverage, including Workers' Compensation, is extended to the Contractor while completing the services described in this Agreement. The Contractor shall carry adequate (commercially reasonable coverage levels) insurance covering Workers' Compensation, general public liability, automobile, professional liability, and property damage including a contractual liability endorsement covering the liability created or assumed under this Agreement. The Contractor shall not commence work under this Agreement until the Contractor provides the Borough and City with certificates of insurance evidencing that all required insurance has been obtained. These insurance policies and any extension or renewals thereof must contain the following provisions or endorsements:

- a. Borough and City are additional insured thereunder as respects liability arising out of or from the work performed by Contractor.
- b. Borough and City will be given thirty (30) days prior notice of cancellation or material alteration of any of the insurance policies specified in the certificate.
- c. Insurer waives all rights of subrogation against Borough and City and their employees or elected officials.
- d. The insurance coverage is primary to any comparable liability insurance carried by the Borough and City.

Upon request, Contractor shall permit the Borough and City to examine any of the insurance policies specified herein. Any deductibles or exclusions in coverage will be assumed by the Contractor, for account of, and at the sole risk of the Contractor.

The minimum amounts and types of insurance provided by the Contractor shall be subject to revision at the Contracting Officers' request in order to provide continuously throughout the term of the Agreement a level of protection consistent with good business practice and accepted standard of the industry.

12.0 GOVERNING LAW. The laws of Alaska will determine the interpretation, performance and enforcement of this Agreement.

13.0 OWNERSHIP OF WORK PRODUCTS. Payment to the Contractor for services hereunder include full compensation for all work products and other materials produced by the Contractor pertaining to this Agreement.

The originals of all material prepared or developed by the Contractor or its employees, agents, or representatives hereunder, including documents, drawings, designs, calculations, maps, sketches, notes, reports, data, models, computer tapes, and samples shall become the property of the Borough and City when prepared, whether delivered or not, and shall, together with any materials furnished the Contractor and its employees, agents, or representatives by the Borough and City hereunder, be delivered to the Borough and City upon request and, upon termination or completion of this Agreement. Materials previously created and copyrighted by the Contractor included in this project will remain property of the Contractor. Copies will be made available to the Borough and City upon request. Materials purchased from and copyrighted by third parties are not included in this provision.

14.0 PATENTS, TRADEMARKS, AND COPYRIGHTS. The Contractor agrees to defend, indemnify, and save the Borough and City harmless from and against any and all claims, costs, royalties, damages and expenses of any kind of nature whatsoever (including attorneys' fees) which may arise out of or result from or be reasonably incurred in contesting any claim that the methods, processes, or acts employed by the Contractor or its employees in connection with the performance of services hereunder infringes or contributes to the infringement of any letter patent, trademark, or copyright. In case such methods, processes, or acts are in suit held to constitute infringement and use is enjoined, the Contractor, within reasonable time and at its own expense, will either secure a suspension of the injunction by procuring for the Borough and City a license or otherwise, or replace such method, process, etc., with one of equal efficiency.

15.0 NONWAIVER. No failure of the Borough, City or Contractor to insist upon the strict performance by the other of any of the terms of this Agreement or to exercise any right or remedy herein conferred, shall constitute a waiver or relinquishment to any extent of its rights to rely upon such terms or rights on any future occasion. Each and every term, right, or remedy of this Agreement shall continue in full force and effect.

16.0 SAFETY/PERFORMANCE. The Contractor shall comply with all federal and state statutes, ordinances, orders, rules, and regulations pertaining to the protection of workers and the public from injury or damage, and shall take all other reasonable precautions to protect workers and the public from injury or damage.

17.0 SUSPENSION OR TERMINATION.

17.1 Fault Termination or Suspension. This Agreement may be terminated by any party upon ten (10) days written notice if another party fails substantially to perform in accordance with its terms. If the Borough or City terminates this Agreement, they will pay the Contractor a sum equal to the percentage of work completed and accepted that can be substantiated by the Contractor, offset by any amounts owed to the Borough or City. However, within the ten (10) day Notice of Intent to terminate the party in default shall be given an opportunity to present a plan to correct its failure.

17.2 Convenience Suspension or Termination. Any party may at any time terminate or suspend this Agreement upon 30 days' prior written notice to each of the other parties, for any reason including its own needs or convenience. In the event of a convenience termination or suspension for more than six (6) months, the Contractor will be compensated for authorized services and authorized expenditures performed to the date of termination or suspension. No fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Contractor can establish and which would have been compensated but because of the termination or suspension would have to be absorbed by the Contractor without further compensation.

17.3 Activities Subsequent to Receipt of Notice of Termination or Suspension. Following receipt of a Notice of Termination or suspension and except as otherwise directed by the Contracting Officers, the Contractor shall:

- a. perform only work authorized under this Agreement through the termination or suspension date and to the extent specified in the Notice; and
- b. deliver in the manner, at the times, and to the extent directed by the Contracting Officers, work in progress, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of the work terminated or suspended by the Notice.

18.0 EQUAL EMPLOYMENT OPPORTUNITY. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action required by law to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, religion, national origin, ancestry, age, or marital status.

19.0 NO ASSIGNMENT OR DELEGATION. The Contractor may not assign, subcontract or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it without written consent of the Contracting Officers.

20.0 INDEPENDENT CONTRACTOR. The Contractor shall be an independent contractor in the performance of the work under this Agreement, and shall not be an employee or agent of the Borough or of the City.

21.0 PAYMENT OF TAXES. As a condition of performance of this Agreement, the Contractor shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by any other persons in the performance of this Agreement.

22.0 PRECEDENCE AND DIVISIBILITY. The provisions of this Agreement shall fully govern the services performed by the Contractor. If any term, condition, or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

23.0 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties as to the services to be rendered by the Contractor. All previous or concurrent agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

24.0 CLAIMS AND DISPUTES. Venue for all claims and disputes under this Agreement, if not otherwise resolved by the parties, shall be in the appropriate Alaska State court in Anchorage or Kodiak, Alaska.

25.0 CHANGES IN SCOPE OF WORK.

25.1 General. Additional services not specifically provided for in this Agreement will not be compensated.

25.2 Changes in Scope of Work. The Contracting Officers may, at any time, by a written Change Order delivered to the Contractor, make changes to the scope of work, or authorize additional work outside the scope of work to the extent authorized by Borough and City appropriations.

25.3 Compensation to the Contractor. If any Change Order for which compensation is allowed under this Article causes an increase or decrease in the estimated cost of, or time required for, the performance of

any part of the work under this Agreement, or if such change otherwise affects other provisions of this Agreement, an equitable adjustment will be negotiated. Such an adjustment may be:

- a. in the estimated cost or completion schedule, or both;
- b. in the amount of fee to be paid; and
- c. in such other provisions of the Agreement as may be affected, and the Agreement shall be modified in writing accordingly.

25.4 Any claim by the Contractor for adjustment under this section must be asserted within fifteen (15) days from the day of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officers, deciding that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Section 2540 of this Agreement.

26.0 LIMITATION OF FUNDS.

26.1 At no time will any provision of this Agreement make the Borough or City liable for payment for performance of work under this Agreement in excess of the amount that has been appropriated by the Borough Assembly (for the Borough) or City Council (for the City) and obligated for expenditure for purposes of this Agreement.

26.2 Change orders issued pursuant to Section 25 of this Agreement shall not be considered an authorization to the Contractor to exceed the amount allotted in the absence of a statement in the change order, or other modification increasing the amount allotted.

26.3 Nothing in this Section shall affect the right of the Borough and City under Section 17 to terminate this Agreement.

27.0 PRIOR WORK. For the purposes of this Agreement, work done at the request of the Borough and City before execution of this Agreement, if any, shall be deemed to be work done after its execution and shall be subject to all the conditions contained herein.

28.0 NOTICES. Any notices, bills, invoices, or reports required by the Agreement shall be sufficient if sent by the parties by electronic mail or by United States mail, postage paid, to the addresses noted below:

Kodiak Island Borough
Attn: Borough Manager
710 Mill Bay Road, Room 125
Kodiak, AK 99615
bcassidy@kodiakak.us

McCarty and Associates
Attn: Heather McCarty
1537 Pine Street
Juneau, AK 99801
hdmccarty@gmail.com

City of Kodiak
Attn: City Manager
710 Mill Bay Road
Kodiak, AK 99615
akniazowski@city.kodiak.ak.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kodiak Island Borough

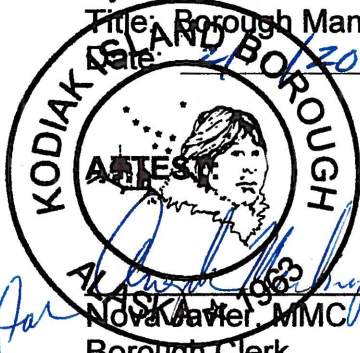
McCarty and Associates

Charles E. Cassidy Jr

Heather D. McCarty

By: Charles E. Cassidy Jr
Title: Borough Manager
Date: 1/30/14

By: Heather McCarty
Title: Owner
Date: 1/30/14



Janet...
Nov 1982
Borough Clerk

(Borough seal)

City of Kodiak

Aimée Kniaziowski

By: Aimée Kniaziowski
Title: City Manager
Date: 2/9/14

ATTEST:

Debra Marlax
Debra Marlax, MMC
City Clerk



(City seal)

December 29, 2015

Bud Cassidy, Borough Manager
Kodiak Island Borough

Aimee Kniazowski, City Manager
City of Kodiak

Dear Bud and Aimee:

As you know, the two-year contract between McCarty and Associates, the City and the Borough is in effect until February 6, 2016. The contract is renewable by mutual agreement of the parties to the contract, so I felt it was timely to communicate with you both about future plans.

I want to let you both know that I very much appreciate your help and encouragement, and that of your efficient and friendly staffs. I especially compliment both the City and the Borough on the careful and conscientious way your teams have supported the meetings of the Kodiak Fishery Work Group (KFWG) and the community roundtable forums. Their attention to detail and process is exemplary.

I also would like to formally request your consideration of renewing the contract. I believe the KFWG and the community of Kodiak have benefitted from the work we have collectively done at the North Pacific Council and in other forums. The community of Kodiak is clearly perceived as an example of how fishing-dependent communities can successfully interact with management bodies. We have had the good fortune of having intelligent and motivated co-chairs, and committed members of the KFWG; it has been a true pleasure to work with that group.

I am also pleased that the community has, with deliberation, agreed to a contract to do some important baseline fisheries-related economic data-gathering, which will lay the groundwork for further analysis of management plans.

Although not the only fisheries issue of importance to Kodiak, the outcome of the Council's Gulf Trawl Bycatch Management (GTBM) action will have a tremendous effect on the community. That action is really just beginning, and the next 18 months will clearly be a time of great need for the kind of unbiased information and analysis that I believe I can continue to provide.

Please let me know if you need something more formal from me, and what your joint process and timeline is for making a renewal decision. I am happy to appear before the City Council and/or the Borough Assembly if those bodies should wish to discuss this with me, and of course I am always available to you.

Best regards,

Heather McCarty

Cc: Major Pat Branson, City of Kodiak
Major Jerrol Friend, Kodiak Island Borough
John Whiddon, Co-chair, KFWG
Rebecca Skinner, Co-chair, KFWG

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Dear Mayor and Council Members I submit this draft letter for your consideration. Dan Ogg

DRAFT

City of Kodiak

January 28, 2016

Kodiak Island Borough

Planning and Zoning Commission

Re: Ordinance # 16-007; Adding Additional Dwelling Units to Residential Zones in the Borough

Dear Commissioners,

It has recently come to the City's notice that the Planning Commission is considering an ordinance # 16-007. This ordinance will eliminate all single family residential property in the city and in essence rezone all those properties R-2. This is a huge change as the vast majority of residential property in the city is R-1.

The city needs time to study and understand the potential ramifications of this ordinance on the city's infrastructure and culture before it can support or oppose this ordinance.

Some of the areas of inquiry will be the effects of this ordinance on city systems: sewer and water, roads, utilities, waste collection and treatment, traffic, green spaces and vegetation, tax revenues, impact on property values and desirable population density. In addition, as this ordinance is Borough wide the adjacent areas to the city that are connected to sewer and water will need to be considered as the city provides sewer and water and wastewater treatment to those areas.

We request that the Planning Commission delay final action on this ordinance until such time as the city has had the time to understand the potential impacts and make a knowledgeable response and recommendation to the Commission.

If there is no delay and without a better understanding of the impacts, the City at this time must strongly oppose this ordinance and ask the Planning Commission to reject it.

Sincerely,

Pat Branson

City of Kodiak Mayor



SUPPLEMENTAL STAFF REPORT AND RECOMMENDATION

Case No. 16-007. An ordinance amending KIBC Chapters 17.25 (Definitions) and 17.160 (Accessory Buildings) to include development standards for accessory dwelling units in the Borough. This ordinance will also amend the following KIBC Chapters to specifically list accessory dwelling units as a permitted use:

- 17.50 (C-Conservation District)
- 17.60 (RR2-Rural Residential Two District)
- 17.65 (RR-Rural Residential District)
- 17.70 (RR1-Rural Residential One District)
- 17.75 (R1-Single-family Residential District)
- 17.80 (R2-Two-family Residential District)
- 17.85 (R3-Multi-family Residential District)

DATE: January 15, 2016
 TO: Planning and Zoning Commission
 FROM: Community Development Department
 SUBJECT: Information for the January 20, 2016 Regular Meeting
 APPLICANT: Kodiak Island Borough
 LOCATION: Borough-wide
 ZONING: Varies

STAFF COMMENTS

At the December 16, 2015 regular meeting, the Commission postponed the proposed amendments to include development standards for accessory dwelling units in KIBC Title 17 (Zoning) to the January 20, 2016 regular meeting. The Commission further reviewed the proposed amendments at their January 13, 2016 work session.

The attached ordinance shows all changes from existing KIBC Title 17 zoning requirements in the underline/~~strikethrough~~ format. This ordinance should be substituted for the version distributed to you for the December 16, 2016 public hearing.

FURTHER CHANGES

Should the Commission substitute the attached ordinance for the previous version, further changes to the ordinance must be recommended through a motion to amend. Approved amendments will be incorporated into the ordinance prior to transmittal to the Assembly.

PRIOR MOTIONS

MAIN MOTION ON THE FLOOR

COMMISSIONER SCHMITT MOVED to recommend that the Assembly of the Kodiak Island Borough approve the ordinance amending KIBC Chapters 17.25 (Definitions) and 17.160 (Accessory Buildings), and related Chapters of Title 17 (Zoning) to include the standards for accessory dwelling units in the Borough and to specifically list accessory dwelling units as a permitted use in all residential zoning districts, and to adopt the findings of fact listed in the staff report entered into the record for this case as "Findings of Fact" for Case No. 16-007.



MOTION TO POSTPONE

COMMISSIONER SCHMITT MOVED to postpone this case to the January 20, 2016 regular meeting (this motion passed).

RECOMMENDATION TO AMEND BY SUBSTITUTION

Staff recommends that the attached ordinance be substituted for the version distributed to you for the December 16, 2016 public hearing.

Should the Commission agree with the staff recommendation, the appropriate motion is:

Move to amend, by substitution, the attached ordinance amending Chapters 17.25 KIBC (Definitions), and 17.160 (Accessory Buildings), and related Chapters of Title 17 (Zoning) to include development standards for accessory dwelling units in the Borough.

Staff recommends this motion be approved.

FINDINGS OF FACT (KIBC 17.205.020)

1. There is a growing need for additional affordable and workforce housing options in Kodiak. The use of accessory dwelling units may be one part of a regulatory solution to address this multi-faceted issue.
2. Current KIBC Title 17 (Zoning) does not include regulatory requirements for accessory dwelling units and does not list them as a permitted use in any zoning district
3. The amendments to Chapters 17.25, 17.160, and related Chapters of Title 17 KIBC provide the regulatory requirements for accessory dwelling units and list accessory dwelling units as a permitted use in certain residential zoning districts.
4. The amendments to Chapters 17.25, 17.160, and related Chapters of Title 17 KIBC are consistent with the adopted Comprehensive Plan goals and policies related to housing and specifically, affordable housing.
5. The Planning and Zoning Commission recommends approval of the amendments to Chapters 17.25, 17.160, and related Chapters of Title 17 KIBC.

Introduced by: KIB Manager
Requested by: P&Z Commission
Drafted by: CDD
Introduced:
Public Hearing:
Adopted:

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

**AN ORDINANCE OF THE ASSEMBLY OF THE KODIAK ISLAND
BOROUGH AMENDING CHAPTERS 17.25 KIBC (DEFINITIONS),
17.160 KIBC (ACCESSORY BUILDINGS), AND RELATED CHAPTERS
OF TITLE 17, ZONING TO INCLUDE DEVELOPMENT STANDARDS
FOR ACCESSORY DWELLING UNITS AND TO SPECIFICALLY LIST
ACCESSORY DWELLING UNITS AS A PERMITTED USE IN CERTAIN
RESIDENTIAL ZONING DISTRICTS**

WHEREAS, as a second class Borough, the Kodiak Island Borough exercises 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, there is a growing awareness of the need for additional affordable and workforce housing options in Kodiak; and

WHEREAS, the use of accessory dwelling units may be one part of a regulatory solution to address this multi-faceted issue; and

WHEREAS, KIBC Title 17 (Zoning) does not include regulatory requirements for accessory dwelling units and does not list them as a permitted use in any zoning district; and

WHEREAS, the public necessity and general welfare of the community may be better served by amending the code to include development standards and zoning requirements for accessory dwelling units and to list them as a permitted use in all residential zoning districts; and

WHEREAS, the amendments to Chapters 17.25 KIBC (Definitions), 17.50 (C-Conservation), 17.60 (RR2-Rural Residential Two), 17.65 (RR-Rural Residential), 17.70 (RR1-Rural Residential One), 17.75 (R1-Single-family Residential), 17.80 (R2-Two-family Residential), and 17.16 (Accessory Buildings) of Title 17 will accomplish the stated public need; and

54 **WHEREAS**, the Planning and Zoning Commission held work sessions or special meetings
55 to review the proposed changes on October 7, 2015, October 14, 2015, November 10
56 2015, December 9, 2015, and January 13, 2016; and
57

58 **WHEREAS**, the Planning and Zoning Commission set aside time for public input and
59 discussion at each work session; and
60

61 **WHEREAS**, the Planning and Zoning Commission held public hearings on December 16,
62 2015 and January 20, 2016 and following the January 20, 2016 public hearing, voted to
63 transmit their recommendations for revisions to Title 17 to the Borough Assembly; and
64

65 **NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KODIAK ISLAND**
66 **BOROUGH that:**
67

68 **Section 1:** This ordinance is of a general and permanent nature and shall become a
69 part of the Kodiak Island Borough Code of Ordinances; and
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71 **Section 2:** This ordinance shall be effective upon adoption.
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73 **Chapter 17.25**
74 **DEFINITIONS**

75 ...
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77 **17.25.020 A definitions.**

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80 “Accessory Dwelling Unit (ADU)” means an additional dwelling unit attached to or
81 within a single-family residence or within a detached accessory structure on the
82 same lot as the single-family residence. ADUs have a separate entrance and exit
83 and contain kitchen, bathroom, and sleeping facilities.
84

85 ...
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87 **Chapter 17.160**
88 **ACCESSORY BUILDINGS AND ACCESSORY DWELLING UNITS**

89 Sections:

90 17.160.010 Intent.

91 17.160.020 Definition.

92 17.160.030 Permitted districts.

93 17.160.040 Height limit.

94 17.160.050 Area.

95 17.160.060 Setbacks.

96 17.060.070 Accessory Dwelling Units.

97
98 **17.160.010 Intent.**

99 It is the intent of this chapter to set forth standards for the size and location of accessory
100 buildings and accessory dwelling units. Hoop houses shall not be subject to the
101 limitations of this chapter in all zoning districts where hoop houses are permitted. [Ord.

102 FY2012-10 §12, 2012; Ord. 90-31 §2, 1990; Ord. 82-14-O(A) §2, 1982. Formerly
103 §17.51.010].

104

105 **17.160.020 Definition.**

106 "Accessory building" means:

107 A. A detached building, the use of which is appropriate, subordinate and customarily
108 incidental to that of a main building, located on the same lot as the main building and
109 which is not designed or intended to be used for living or sleeping purposes.

110 B. An accessory building shall be considered to be a part of the main building when joined
111 to the main building by a common wall not less than four feet long or by a roofed
112 passageway which shall not be less than eight feet in width.

113 C. Any structure, regardless of type of foundation or base support, including skid-mounted
114 or other movable structure, that also requires a building permit for construction (for
115 example, structures where the projected roof area exceeds 120 square feet). A minor
116 structural development that does not require a building permit is not regulated by this
117 chapter.

118 D. A nonmotorized container van when used for the sole purpose of storing emergency
119 response equipment in the Kodiak Island Borough and not placed on a permanent
120 foundation. [Ord. 2001-01 §2, 2001; Ord. 90-31 §2, 1990; Ord. 82-14-O(A) §2, 1982.
121 Formerly §17.51.020].

122

123 **17.160.030 Permitted districts.**

124 A. Accessory buildings are permitted in all land use districts that specifically allow for
125 them.

126 B. In residential zoning districts, no accessory building shall be located on any lot in the
127 absence of a main building used as a residence; except that in the case of a vacant lot,
128 zoning compliance for an accessory building (used solely for the storage of tools and
129 materials needed for the construction of the permitted residence) may be issued at the
130 same time zoning compliance and a building permit are issued for a residence.

131 C. An accessory building as defined by KIBC 17.160.020(D) is permitted in all zoning
132 districts with authorization from the local municipality and issuance of a zoning compliance
133 permit. [Ord. 2001-01 §3, 2001; Ord. 90-31 §2, 1990; Ord. 82-14-O(A) §2, 1982. Formerly
134 §17.51.030].

135

136 **17.160.040 Height limit.**

137 The maximum height of an accessory building is 25 feet. An exception to this section is
138 any structure that meets the definition of an amateur radio antenna as outlined in AS
139 29.35.141. [Ord. FY2006-08 §2, 2006; Ord. 90-31 §2, 1990; Ord. 82-14-O(A) §2, 1982.
140 Formerly §17.51.040].

141

142 **17.160.050 Area.**

143 A. The maximum lot coverage of the total of all accessory buildings on a lot shall not
144 exceed 10 percent of the area of a lot except that on any lot of record, accessory buildings
145 may cover a maximum of 600 square feet of the lot or 10 percent of the area of the lot,
146 whichever is greater.

147 **B. Accessory dwelling units are exempt from the lot coverage limitations of this**
148 **section.**

149

150 **17.160.060 Setbacks.**

151 The setbacks for accessory buildings and accessory dwelling units are those
152 established for the zoning district in which the accessory building will be located.
153

154 17.160.070 Accessory Dwelling Units.

155 A. Intent.

156 Accessory dwelling units (ADUs) add options and housing choice in residential
157 neighborhoods and can be an effective way to add affordable housing to existing
158 neighborhoods. ADUs also provide a flexible way to address family needs for
159 additional housing. ADUs are not intended for use as transient housing and shall
160 not be permitted for use as a bed and breakfast.

161 1. ADUs are not intended to allow a two-family residence in the R-1 zoning
162 district.

163 2. ADUs are not intended to circumvent the parking requirements for a two-
164 family dwelling (duplex) in the R-2 zoning district.

165 B. Permitted Uses.

166 1. ADUs are a permitted use in the following residential zoning districts:

167 a. Chapter 17.50 KIBC, C-Conservation District;

168 b. Chapter 17.60 KIBC, RR2-Rural Residential Two District;

169 c. Chapter 17.65 KIBC, RR-Rural Residential District;

170 d. Chapter 17.70 KIBC, RR1-Rural Residential One District;

171 e. Chapter 17.75 KIBC, R1-Single-family Residential District;

172 f. Chapter 17.80 KIBC, R2-Two-family Residential District.

173 C. Development Standards for ADUs.

174 1. Only one ADU shall be permitted on a lot.

175 2. Location. An ADU may be attached to or located within a single-family
176 residence or within a detached accessory building on the same lot as the single-
177 family residence. If the ADU is located within a single-family dwelling, there shall
178 only be one entrance to the front of the house. Separate entrances to an ADU are
179 permitted at the side or the rear of the principal dwelling unit..

180 3. ADUs are required to comply with all applicable building and fire code
181 requirements.

182 4. Water supply and wastewater disposal. The accessory dwelling unit must
183 have a bathroom and shall share the same sewage disposal and water supply
184 systems (e.g., a well and septic system or connection to public water and sewer)
185 as the principal dwelling unit unless separate sewer and water connections are
186 required by the City of Kodiak, ADEC, or the communities of Ahkiok, Karluk,
187 Larsen Bay, Old Harbor, Ouzinkie, or Port Lions.

188 5. Parking. Four off-street parking spaces are required for any lot with an ADU (3
189 for the existing dwelling unit and 1 for the ADU.

190 6. Size Limit.

191 a. Within the C-Conservation, RR-Rural Residential, RR1- Rural Residential 1,
192 and RR2 – Rural Residential 2 zoning districts, if the ADU and the principal
193 residence are located on the same floor or story, the ADU shall be limited to

194 33 percent of the total living area of the principal dwelling or 800 square feet
195 square feet, whichever is less.

196 b. Within the R1 – Single-family Residential and R2 – Two-family Residential
197 zoning districts, if the ADU and the principal residence are located on the
198 same floor or story, the ADU shall be limited to 33 percent of the total living
199 area of the principal dwelling or 650 square feet square feet, whichever is
200 less.

201 c. If the ADU is located on a single floor or story and there is no increase in
202 the size of the house, the entire floor or story may be used for the ADU.

203 d. An ADU in a detached accessory building is limited to 800 square feet in
204 the C, RR, RR1, and RR2 zoning districts. ADUs in detached accessory
205 buildings in the R1 or R2 zoning districts is limited to 650 square feet.

206 e. Mobile homes, recreational vehicles, campers, and travel trailers are not
207 permitted to be used as an ADU.

208 7. The accessory dwelling may contain no more than a living area, kitchen area,
209 one bedroom, and one bath.

210 8. The owner of the property shall live in the principal dwelling or the ADU.

211 9. No more than two people shall reside in the ADU.

212 10. No new access points or driveways shall be created or installed for access to
213 the ADU.

214 11. Nonconforming structures.

215 a. ADUs may be located within an existing single-family detached dwelling
216 that is nonconforming with respect to required setbacks, provided the ADU
217 requirement for off-street parking is met.

218 b. ADUs are prohibited in any accessory structure that is nonconforming
219 with respect to required setbacks.

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Chapter 17.50
C – CONSERVATION DISTRICT

17.50.030 Permitted accessory uses and structures.

In addition to those uses and structures specifically identified in KIBC 17.50.020, the following accessory uses and structures are permitted when developed in support of permitted principal uses:

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Chapter 17.60
RR2 – RURAL RESIDENTIAL TWO DISTRICT

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17.60.020 Permitted uses.

The following land uses and activities are permitted in the rural residential two district:

- A. Accessory buildings [and accessory dwelling units](#);

...

**Chapter 17.65
RR – RURAL RESIDENTIAL DISTRICT**

...

17.65.030 Permitted accessory uses and structures.

- A. Accessory buildings [and accessory dwelling units](#);

...

**Chapter 17.70
RR1 – RURAL RESIDENTIAL ONE DISTRICT**

...

17.70.020 Permitted uses.

The following land uses are permitted in the rural residential one district:

- A. Accessory buildings [and accessory dwelling units](#);

...

**Chapter 17.75
R1 – SINGLE-FAMILY RESIDENTIAL DISTRICT**

...

17.75.020 Permitted uses.

The following land uses and activities are permitted in the single-family residential district:

- A. Accessory buildings [and accessory dwelling units](#);

...

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

...

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;

- 291 H. Parks and playgrounds;
- 292 I. Professional offices;
- 293 J. Schools;
- 294 K. Single-family dwellings;
- 295 L. Two-family dwellings;
- 296 M. Vacation homes;
- 297 N. Bed and breakfasts; and
- 298 O. Hoop houses; and
- 299 **P. Accessory dwelling units when there is a single-family residence on the**
- 300 **property.** [~~Ord. FY2016-06 §2, 2015; Ord. FY2012-10 §10, 2012; Ord. FY2007-08-O~~
- 301 ~~§10, 2006; Ord. 83-17-O §3, 1983. Formerly §17.19.020].~~
- 302
- 303

ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH
THIS _____ DAY OF _____ 2016

KODIAK ISLAND BOROUGH

 Jerrol Friend, Borough Mayor

ATTEST:

 Nova M. Javier, MMC, Borough Clerk

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KODIAK ISLAND BOROUGH
AGENDA STATEMENT
FEBRUARY 4, 2016
ASSEMBLY REGULAR MEETING

TITLE: Ordinance No. FY2016-12 Amending Kodiak Island Borough Code Title 15 Buildings and Construction Chapter 15.10 KIBC Building Codes to Add a Local Exception to Eliminate the Requirement for Engineering for Certain Residential Construction in the Borough.

ORIGINATOR: Larry LeDoux

FISCAL IMPACT:
Account Number:

FUNDS AVAILABLE:
Amount Budgeted:

SUMMARY STATEMENT:

This ordinance was requested by Assembly member LeDoux which would amend Chapter 15.10 of the Kodiak Island Borough Code to add a local exception to eliminate the requirement for engineering for certain construction in the borough.

The Joint Building Code Review Committee will be meeting on Wednesday, January 27 and items on their agenda are the following:

- Review the 2012 International Residential Code's Engineering Provisions for High Wind and High Seismic Locations
- Review of KIB Ordinance No. FY2016-12

Any comments that will be received from the Committee before the February 4 Assembly regular meeting will be added to the packet.

RECOMMENDED MOTION:

Move to adopt Ordinance No. FY2016-12.

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Introduced by: Borough Manager
 Requested by: Assembly Member LeDoux
 Drafted by: Assembly member LeDoux
 Introduced: 01/21/2016
 Public Hearing: 02/04/2016
 Adopted:

**KODIAK ISLAND BOROUGH
 ORDINANCE NO. FY2016-12**

**AN ORDINANCE OF THE ASSEMBLY OF THE KODIAK ISLAND
 BOROUGH AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION
 CHAPTER 15.10 BUILDING CODES TO ADD A LOCAL EXCEPTION
 TO ELIMINATE THE REQUIREMENT FOR ENGINEERING FOR
 CERTAIN RESIDENTIAL CONSTRUCTION IN THE BOROUGH**

WHEREAS, as a second class Borough, the Kodiak Island Borough has adopted KIBC Title 15 (Buildings and Construction) to regulate erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the borough; and

WHEREAS, in accordance with Chapter 15.10 KIBC, the Kodiak Island Borough adopted by reference the 2012 International Residential Code (IRC) for One- and Two-Family Dwellings (Ordinance FY 2013-09); and

WHEREAS, the IRC requires engineering certification for structures that are not designed to meet the prescriptive standards of the building code; and

WHEREAS, chapter 15.10 KIBC includes a number of local exemptions, exceptions, and amendments to the standard building code requirements to reflect local conditons and building practices; and

WHEREAS, in discussions related to the high cost of home construction in Kodiak, the additional expense of engineering for certain new construction, additions, or remodeling projects has been noted as a significant expense; and

WHEREAS, there are very few licensed practicing engineers in Kodiak, further adding to the cost of complying with applicable engineering requirements for construction; and

WHEREAS, for decades, prior to the 2013 adoption of the IRC, safe and structurally sound residential buildings were erected without the need or expense of engineering required by the IRC; and

WHEREAS, the public necessity and general welfare of the community may be better served by amending the code to reduce or eliminate some engineering requirements for new or expanded residential construction; and

WHEREAS, the Borough Assembly set aside time for public input and discussion; and

48 WHEREAS, the Borough Assembly, as a part of process, would hold public hearings to
 49 adopt the amendments to eliminate certain engineering requirements for residential
 50 construction; and

51
 52 NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KODIAK ISLAND
 53 BOROUGH that:

54
 55 Section 1: This ordinance is of a general and permanent nature and shall become a
 56 part of the Kodiak Island Borough Code of Ordinances; and

57
 58 Section 2: This ordinance shall be effective upon adoption.

59
 60 Section 3: Section R105.3 of the 2012 International Residential Code for One- and
 61 Two-Family Dwellings, as previously adopted by Ordinance FY2013-09, is
 62 hereby amended and readopted as follows:

63
 64 **R105.3 Application for permit.**

65 To obtain a permit, the applicant shall first file an application therefor in
 66 writing on a form furnished by the ~~department of building safety~~ building
 67 official for that purpose. Such application shall:

- 68
 69 1. Identify and describe the work to be covered by the permit for which
 70 application is made.
 71 2. Describe the land on which the proposed work is to be done by legal
 72 description, street address or similar description that will readily identify
 73 and definitely locate the proposed building or work.
 74 3. Indicate the use and occupancy for which the proposed work is
 75 intended.
 76 4. Be accompanied by construction documents or reasonably detailed
 77 building or work plans and other information as required in Section
 78 R106.1.
 79 5. State the valuation of the proposed work.
 80 6. Be signed by the applicant or the applicant's proposed agent.
 81 7. Give such other data and information as required by the building official.

82
 83 Section 4: Section R106.1 of the 2012 International Residential Code for One- and
 84 Two-Family Dwellings, as previously adopted by Ordinance FY2013-09, is
 85 hereby amended and readopted as follows:

86
 87 **R106.1 Submittal documents.**

88 Submittal documents consisting of construction documents or reasonably
 89 detailed building or work plans (which need not be prepared by a
 90 registered design professional), and other data shall be submitted in two
 91 or more sets with each application for a permit. ~~The c~~ Construction
 92 documents shall be prepared by a registered design professional where
 93 required by the statutes of the jurisdiction in which the project is to be
 94 constructed. Where special conditions exist, the building official is
 95 authorized to require additional construction documents to be prepared by a
 96 registered design professional notwithstanding the submission of
 97 building or work plans prepared by someone other than a registered
 98 design professional.

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Exception: The building official is authorized to waive the submission of construction documents, detailed building or work plans, and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents or building or work plans is not necessary to obtain compliance with this code.

R106.1.1 Information on construction documents or building or work plans.

Construction documents or building or work plans shall be drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents and building or work plans shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Where required by the building official, all braced wall lines shall be identified on the construction documents or building or work plans and all pertinent information including, but not limited to, bracing methods, the location and length of braced wall panels, and foundation requirements of braced wall panels at top and bottom shall be provided.

Section 5: Nothing herein is intended to vitiate or otherwise alter the previous adoption of subsections R106.1.2 and R106.1.3.

**ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH
THIS _____ DAY OF _____ 2016**

KODIAK ISLAND BOROUGH

Jerrold Friend, Borough Mayor

ATTEST:

Nova M. Javier, MMC, Borough Clerk

JOINT BUILDING CODE REVIEW COMMITTEE

AGENDA

JANUARY 27, 2016

3:30 P.M.

CITY OF KODIAK CONFERENCE ROOM

710 MILL BAY RD, ROOM 116

- A. MEETING CALLED TO ORDER/ROLL CALL**
- B. ELECTION OF OFFICERS**
 - A. CO-CHAIR**
- C. APPROVAL OF AGENDA**
- D. APPROVAL OF MINUTES. N/A**
- E. UNFINISHED BUSINESS**
 - A. NONE**
- F. NEW BUSINESS**
 - A. REVIEW THE 2012 INTERNATIONAL RESIDENTIAL CODE'S ENGINEERING PROVISIONS FOR HIGH WIND AND HIGH SEISMIC LOCATIONS**
 - B. REVIEW OF KIB ORDINANCE NO.FY2016-12**
- G. PUBLIC COMMENTS**
- H. BOARD MEMBER COMMENTS**
- I. NEXT MEETING**
- J. ADJOURNMENT**

Mathers, Doug

From: Bob Pederson [bpederson@kodiakak.us]
Sent: Friday, October 09, 2015 11:36 AM
To: Mathers, Doug
Cc: Kniaziowski, Almas; Kozak, Mark; Hansen, Ted; Bud Cassidy; Bill Roberts; Nova Javier
Subject: Building code and engineering requirements

Good morning Doug:

Thank you for attending and participating in the discussions at the Assembly work session last night.

Following the discussion, I believe it was abundantly clear that the Assembly desires to have a definitive meeting schedule for the Joint Building Code Review Committee to address the engineering requirements for one and two-family dwelling units. I also noted that Assembly members were specifically interested in the following topics:

1. How do the ISO ratings for communities without engineering requirements impact insurance rates for homeowners?
2. Explore raising the size of structures for which no engineering is required (e.g., from 200 to 1,200 sq. ft.).
3. Could the engineering requirements be eliminated for one and two-family single-story structures.
4. Could the 15% limit for additions without engineering be raised?

Please let me know if I have left something out of this list.

Once you have a draft schedule of meetings, please let me know so I may forward that information to the Clerk and Assembly members.

Thank you,

Robert H. Pederson AICP
Community Development Director
bpederson@kodiakak.us (907) 486-9360



BUILDING DEPARTMENT

710 MILL BAY ROAD, ROOM 208
KODIAK, ALASKA 99615

dmathers@city.kodiak.ak.us
thansen@city.kodiak.ak.us

TELEPHONE 907-486-8070
907-486-8072
FAX 907-486-8600

October 16, 2015

Robert H. Pedersen AICP
Director,
Community Development Department,
Kodiak Island Borough

Dear Bob,

You sent an e-mail requesting information that you believed the Assembly members were interested in having answers to the following topics based on comments made during the work session.

Question 1. How do the ISO ratings for communities without engineering requirements impact insurance rates for homeowners?

Answer: As of today this has not been addressed.

Question 2. Explore raising the size of structures for which no engineering is required (e.g., from 200 to 1,200 sq. ft.)?

Answer: the 2012 International Residential Code exempts one-story detached accessory structures not exceeding 200 square feet from any building permit requirements. Any structure 201 square feet or larger could be built without engineering as long as the submitted design complied with the prescriptive design methods as set forth in sections R301.2.1.1 for wind and R301.2.2.1.2, item 2. for seismic of the 2012 International Residential Code.

Question 3. Could the engineering requirements be eliminated for one and two-family single-story structures?

Answer: a building designer could design a building without engineering as long as the submitted design complied with the prescriptive design methods as set forth in sections R301.2.1.1 for wind and R301.2.2.1.2, item 2. for seismic of the 2012 International Residential Code. A building designer could produce a design that would never comply with non-engineered prescriptive design therefore requiring engineering, e.g. to many

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opening causing to little sheathing for adequate bracing, out of plane brace/shearwalls to name a few reasons.

Question 4. Could the 15% limit for additions without engineering be raised?

Answer: this amendment was made to allow for a very simple addition utilizing the most restrictive prescriptive design direct from the code which lowered wind and seismic requirements and that is why it was limited to 15% and one time use. A building designer could increase this percentage by utilizing the prescriptive design methods as set forth in sections R301.2.1.1 for wind and R301.2.2.1.2, item 2. for seismic of the 2012 International Residential Code.

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**CITY OF KODIAK
RESOLUTION NUMBER 2015-34**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK DOCUMENTING THE JOINT BUILDING CODE REVIEW COMMITTEE'S COMPOSITION AND APPOINTMENT PROCESS

WHEREAS, there has been no consistent appointment method in the history of the Joint Building Code Review Committee; and

WHEREAS, historically, the Borough Mayor appoints Borough representatives from the Architectural Review Board and, typically, the City appointees have been members of the City's Building Code Board of Appeals; and

WHEREAS, on June 30, 2015, direction was given by the City Council and Borough Assembly to formally document the Joint Building Code Review Committee's composition; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, this resolution hereby documents the Joint Building Code Review Committee's composition and appointment process.

1. **Membership.** The Joint Building Code Review Committee shall be composed of six (6) voting members and two ex-officio non-voting members:
 - a. Two members from the City of Kodiak's Building Code Board of Appeals appointed by the City Mayor
 - b. Two representatives from the KIB Architectural Review Board appointed by the Borough Mayor
 - c. One elected official from the City Council
 - d. One elected official from the Borough Assembly
 - e. The Building Inspector staff shall serve as ex-officio, non-voting members of the work group
2. **Organization.** The work group shall designate two co-chairs at the first meeting of the calendar year and will alternate presiding at the meetings.
3. **Administrative assistance.** The City's Public Works Department will provide administrative assistance for this Committee.
4. **Consensus.** The affirmative votes of four (4) committee members shall be required to build consensus of the committee. The members shall review and revise the respective City and Borough building codes and strive to maintain identical regulations for recommendation to the City Council and Borough Assembly for adoption.

Resolution No. 2015-34
Page 1 of 2



CITY OF KODIAK

Pat Branch
MAYOR

ATTEST:

Delma M... ..
CITY CLERK

Adopted: November 12, 2015

Resolution No. 2015-34
Page 2 of 2

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**ASSEMBLY MEMBER
LEDOUX'S VERSION
VERSION 3**

Introduced by: Borough Manager
Requested by: Assembly Member LeDoux
Drafted by: Assembly member LeDoux
Introduced: 01/21/2016
Public Hearing:
Adopted:

**KODIAK ISLAND BOROUGH
ORDINANCE NO. FY2016-12**

**AN ORDINANCE OF THE ASSEMBLY OF THE KODIAK ISLAND
BOROUGH AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION
CHAPTER 15.10 BUILDING CODES TO ADD A LOCAL EXCEPTION
TO ELIMINATE THE REQUIREMENT FOR ENGINEERING FOR
CERTAIN RESIDENTIAL CONSTRUCTION IN THE BOROUGH**

WHEREAS, as a second class Borough, the Kodiak Island Borough has adopted KIBC Title 15 (Buildings and Construction) to regulate erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the borough; and

WHEREAS, in accordance with Chapter 15.10 KIBC, the Kodiak Island Borough adopted by reference the 2012 International Residential Code (IRC) for One- and Two-Family Dwellings (Ordinance FY 2013-09); and

WHEREAS, the IRC requires engineering certification for structures that are not designed to meet the prescriptive standards of the building code; and

WHEREAS, chapter 15.10 KIBC includes a number of local exemptions, exceptions, and amendments to the standard building code requirements to reflect local conditions and building practices; and

WHEREAS, in discussions related to the high cost of home construction in Kodiak, the additional expense of engineering for certain new construction, additions, or remodeling projects has been noted as a significant expense; and

WHEREAS, there are very few licensed practicing engineers in Kodiak, further adding to the cost of complying with applicable engineering requirements for construction; and

WHEREAS, for decades, prior to the 2013 adoption of the IRC, safe and structurally sound residential buildings were erected without the need or expense of engineering required by the IRC; and

WHEREAS, the public necessity and general welfare of the community may be better served by amending the code to reduce or eliminate some engineering requirements for new or expanded residential construction; and

WHEREAS, the Borough Assembly set aside time for public input and discussion; and

48 WHEREAS, the Borough Assembly, as a part of process, would hold public hearings to
 49 adopt the amendments to eliminate certain engineering requirements for residential
 50 construction; and

51
 52 NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KODIAK ISLAND
 53 BOROUGH that:

54
 55 Section 1: This ordinance is of a general and permanent nature and shall become a
 56 part of the Kodiak Island Borough Code of Ordinances; and

57
 58 Section 2: This ordinance shall be effective upon adoption.

59
 60 Section 3: Section R105.3 of the 2012 International Residential Code for One- and
 61 Two-Family Dwellings, as previously adopted by Ordinance FY2013-09, is
 62 hereby amended and readopted as follows:

63 R105.3 Application for permit.

64 To obtain a permit, the applicant shall first file an application therefore in
 65 writing on a form furnished by the building official for that purpose. Such
 66 application shall:

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 69 1. Identify and describe the work to be covered by the permit for which
 70 application is made.
 71 2. Describe the land on which the proposed work is to be done by legal
 72 description, street address or similar description that will readily identify
 73 and definitely locate the proposed building or work.
 74 3. Indicate the use and occupancy for which the proposed work is
 75 intended.
 76 4. Be accompanied by construction documents or reasonably detailed
 77 building or work plans and other information as required in Section
 78 R106.1.
 79 5. State the valuation of the proposed work.
 80 6. Be signed by the applicant or the applicant's proposed agent.
 81 7. Give such other data and information as required by the building official.

82
 83 Section 4: Section R106.1 of the 2012 International Residential Code for One- and
 84 Two-Family Dwellings, as previously adopted by Ordinance FY2013-09, is
 85 hereby amended and readopted as follows:

86 R106.1 Submittal documents.

87 Submittal documents consisting of construction documents or reasonably
 88 detailed building or work plans (which need not be prepared by a registered
 89 design professional), and other data shall be submitted in two or more sets
 90 with each application for a permit. The [C]onstruction documents shall be
 91 prepared by a registered design professional where required by the statutes
 92 of the jurisdiction in which the project is to be constructed. Where special
 93 conditions exist, the building official is authorized to require additional
 94 construction documents to be prepared by a registered design professional
 95 notwithstanding the submission of building or work plans prepared by
 96 someone other than a registered design professional.
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Exception: The building official is authorized to waive the submission of construction documents, detailed building or work plans, and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents or building or work plans is not necessary to obtain compliance with this code.

R106.1.1 Information on construction documents or building or work plans.

Construction documents or building or work plans shall be drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents and building or work plans shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Where required by the building official, all braced wall lines shall be identified on the construction documents or building or work plans and all pertinent information including, but not limited to, bracing methods, the location and length of braced wall panels, and foundation requirements of braced wall panels at top and bottom shall be provided.

Section 5: Nothing herein is intended to vitiate or otherwise alter the previous adoption of subsections R106.1.2 and R106.1.3.

**ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH
THIS _____ DAY OF _____ 2016**

KODIAK ISLAND BOROUGH

Jerrold Friend, Borough Mayor

ATTEST:

Nova M. Javier, MMC, Borough Clerk



BUILDING DEPARTMENT

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September 3, 2015

Robert H. Pedersen AICP
Director,
Community Development Department,
Kodiak Island Borough

Dear Bob,

With regard to a memo explaining the currently adopted Residential Building Code requirements about engineering homes, I guess the best place to start is with the information the adoption committee reviewed in the nine meetings held prior to making the recommendation to adopt to the Assembly.

Exhibit A is 7 pages and is the document laying out the step by step process for design requirements for the 2012 IRC. The first paragraph of page two is in reference to the code section that allows non-engineered design, IRC section R301.2.2.1.2, paragraph 2, referenced on page 4 of 7, exhibit A. *From E + D*

Exhibit B is 10 pages and is the package of information trying to use the method referenced in IRC section R301.2.2.1.2, paragraph 1, referenced on page 4 of 7, exhibit A. This was the Building Departments attempt at allowing an additional method for contractors to design buildings without engineering as described in pages 1 and 2 of exhibit B. The end result of this exercise was the engineer's calculations determined it was not possible with this method.

We have received feed back in the Building Department that there is concern about the requirements for engineering causing a lack of affordable housing. We do not believe this to be a factual statement based on the following example. A local contractor built his mother a home, it is two bedrooms, 1,080 S/F home with a 368 S/F attached garage, placed on a R1 lot of 10,306 S/F. Just what the industry would consider a starter home. This home sold to the mother for \$280,000, but appraised for \$305,000. Nice of the son to give his mom a deal! The engineering on this home was \$1,800.00, which is 0.59016% of the appraised price. This same contractor has another home under contract, a slightly larger two story unit and using a different engineer for design has said the engineering on

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that project is \$2,000.00. We are aware of \$5,000.00 engineering bills for new homes but these homes are typically much larger than what would be considered a starter home. So it does not appear that engineering is a significant cost to building a starter (affordable) home.

Under the previously adopted Building Code we saw approximately 50% of the new houses being built either being fully engineered or partially engineered because they could not be constructed under prescriptive design methods in the 1997 Uniform Building Code.

Kodiak Island has eight known faults, six of which are in the Narrow Cape area, ref. Sauber and Team study seismic risk near Alaska launch facility 1/2003, and if you are a believer in the theory that global warming will bring more severe weather, why would you want to eliminate engineering for one and two family homes.

The Building Department is astonished that the Assembly would feel the need to arbitrarily reduce the safety factor of a home just on the grounds that a lower income family would be purchasing it, and that be their public legacy for generations to come.

In closing the 2012 IRC does have a method for a Home Designer to build a one or two family home via a prescriptive method; it was discussed as an option during the Code adoption hearings. The opinion of the Building Department was that this method would not see much use since it would require the purchase of a 2012 Residential Building Code, the 2012 Wood Framed Construction Manual and require sometime of the designer. And at the time of the discussion the Building Department was unaware of any Contractor in town owning a copy of the 1997 UBC, so they probably were not going to buy a copy of the 2012 IRC, they would go the easier but more costly route and use an engineer for design. Since adopting the 2012 IRC, one building code has been purchased from the Building Department and it was not by a contractor who regularly builds residential construction.

Sincerely,



Ted Hansen
Deputy Building Official
City of Kodiak / Kodiak Island Borough

Cc. Doug Mathers, Building Official *DM*

February 1, 2016

Dear Commissioners,
Borough Assembly
City Council
Planning and Zoning



Re: Affordable Housing in Kodiak

Labeling and passing an ordinance to delete engineering sounds very attractive, especially with our cost of living, materials and labor in Kodiak. BUT, we all really know that to have affordable housing here (which will always be higher than the mainland), some or all of these things will need to happen.

- open up more land so the cost of lots decreases
- smaller building sizes
- cut back to more affordable flooring, cabinets, counters
- look to less expensive plumbing fixtures, heating systems, lighting

Planning is very important, we are accustomed to more living space which in turn costs more for heat and electricity. A family of 4 can comfortably live in a 1,000 sq ft house, instead of 2,000 sq ft. Especially young people and first time home buys need to discuss cut back options with their contractors. Homeowners need to keep in close contact with lenders, contractors and suppliers to avoid cost overrun. These affordable household items can be upgraded as equity grows to make for a more custom home.

Most people in Kodiak aren't aware there is a fuel surcharges on freight (which fluctuates) of 16.8% to 33%, this really takes a bite out of budgets as well.

I went to a heating course in the 1980's and IBR predicted that for housing to be affordable in the future (now) housing would be built smaller, 7' ceilings, smaller window sizes and less windows, etc, it's in the codes but rarely used. Check with your building officials as they have good ideas.

It's unclear to me who assumes the structural liability in this as well. In closing PLEASE do not put structural integrity at risk this will only hurt the homeowners and our community!

Sincerely,

John Butler, Owner/Operator John's Heating Service
and Member of Code Review Committee

Mayor ; Assembly

To have engineering or not to have engineering, that is the question.

I am an Alaska licensed general contractor with a residential endorsement, this is a state licensing requirement to build SFR up to four-plex.

My career started at a lumberyard in N.D. at age 15, by age of 20 I was building custom homes in Kodiak, fast forward to 2016 I have been in business for 16 years with over 27 years' experience on our island building, designing, upgrading, repairing, and maintaining many newer & older homes.

Over the course of time I have seen many changes in how we build homes. In Kodiak new building standards have been adopted throughout the years, requiring smaller spacing between pickets on guardrails or handrails, more nailing on a sheer wall, larger hold down for seismic uplift and wind loading.

Many groups have analyzed standards for consumer safety and protection, whether it be the ICC, IRC, IBC, IECC for building safety and energy standards or the health department regulating safe food handling guidelines or the transportation department requiring states to have seat belt laws.

Standards are in place and adopted for consumer safety and protection, NOT Affordability.

I think everyone agrees we have a beautiful new high school, built too many very stringent standards. Was it affordable? The design had to be engineered for the safety of the occupants. We also completed systemic retrofits to other schools/ buildings in the borough and city. People are in their homes more than commercial buildings, shouldn't we protect their safety there as well?

So one might ask, Why should we relax an adopted standard, that many groups, with more relevant experience than the KIB assembly, have examined and scrutinized with hard facts, data, engineering calculations, history, and safety in mind for the protection of consumers.

There is less than 10 builders in Kodiak with credentials to build homes. I can't speak for all residentially endorsed builders, but not one assembly member reached out to ask me any questions regarding engineering costs and benefits. I have never paid more than 1% of the total project cost to engineer a SFR.

Are you going to make housing affordable in Kodiak by cherry picking adopted standards ?- NO

The single biggest factor in consumer affordability is the interest rate on a mortgage. With interest rates at historic lows we should be making more land shovel ready now.

By building better safer engineered structures, we not only protect a healthy tax base, but protect people WHEN not IF we have the next seismic catastrophe.

How many dead in residential structures is acceptable to you? Where will liability fall

Chris Kostelecky , Detail Construction Inc.

481-1608

