

**City of Kodiak Regular Council Meeting Agenda for February 25, 2016**  
**7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)**

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<b>I. Call to Order/Roll Call</b>	
Invocation/Pledge of Allegiance	
<b>II. Previous Minutes</b>	
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<b>III. Persons to Be Heard</b>	
a. Proclamation: Declaring February as School Board Recognition Month .....	10
b. Public Comments (limited to 3 minutes) (486-3231)	
<b>IV. Unfinished Business</b>	
a. Second Reading and Public Hearing, Ordinance No.1343, Authorizing a Lease of a Communication Site on an Unsubdivided Portion of U.S. Survey 4947 on Near Island to Kodiak Island Broadcasting Co., Inc .....	14
<b>V. New Business</b>	
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b. Authorization of Professional Services Contract for Cash Flow Analysis/Rate Study for Kodiak Harbors .....	28
c. Authorization to Cancel the March 10, and 24, 2016, Regular Meetings and Authorize a Special Meeting for March 17, 2016.....	34
d. Authorization of Purchase of a Loader for Composting Facility, Project No. 08-06/7517 .....	36
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<b>VIII. Council Comments</b>	
<b>IX. Audience Comments</b> (limited to 3 minutes) (486-3231)	
<b>X. Executive Session</b>	
a. Discussion About Future Costs Related to the Reconstruction of Pier III.....	56
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c.	Authorization of Change Order No. 12 With Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024.....	66

**XII. Adjournment**

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**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, FEBRUARY 11, 2016  
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Laura B. Arboleda, Randall C. Bishop, Charles E. Davidson, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. City Manager Aimée Kniazowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Salvation Army Sergeant Major Dave Blacketer gave the invocation and the Pledge of Allegiance was recited.

**II. PREVIOUS MINUTES**

Councilmember Whiddon MOVED to approve the minutes of the January 28, 2016, regular meeting as presented.

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

**III. PERSONS TO BE HEARD**

**a. Proclamation: Applauding the United States Coast Guard Presence in Kodiak**

Councilmember Whiddon read this proclamation, which urges all citizens to recognize our Coast Guard community for their individual and collective efforts in making Kodiak and all the navigable waters of Alaska a safer and better place to live, work, and play.

CAPT Jeff Westling, PE, Commanding Officer, USCG accepted the proclamation, stating it was an honor to receive the acknowledgement on behalf of the Coast Guard and he thanked the Mayor and Council. He shared his appreciation for all members of the Coast Guard active and retired for their dedication to serve and protect the citizens, property, and the sea. He said Kodiak is a wonderful place to live.

**b. Presentation of Government Finance Officers Association Award**

The Government Finance Officers Association of the United States and Canada has awarded Finance Director Kelly Mayes with the Distinguished Budget Presentation Award for the City's Fiscal Year 2016 Operating Budget. This award is the highest form of recognition in governmental accounting and financial reporting.

Finance Director Mayes accepted the award and she thanked the Mayor and Council, the Finance staff, the City Manager, Clerks, and department heads for their support and work.

### c. Public Comments

**Stephen Taufen** said he is a consumer of hemp, and he orders it online from a health food store. He made comments in support of THC-free marijuana. He made disapproving comments regarding the North Pacific Fisheries Management Council meeting in Portland and he commented on trawl bycatch issues.

**Terry Haines** made comments in support of the Fisheries Work Group (FWG) stating it has been exemplary. He said the state, federal, and regulatory groups have complimented Kodiak in the past. He applauds the Council for their work, and he said the resolutions adopted have been productive. He supports the Council moving forward with the FWG, and he understands the Borough may prefer an advisory role in fisheries. He supports the City incurring the cost of the fisheries analyst independently of the Borough, if needed.

**Darius Kasprzak** voiced his support for the Kodiak Fisheries Work Group and he expressed his appreciation to the City for scheduling discussion of small boat issues at a future meeting.

## IV. UNFINISHED BUSINESS

### a. Second Reading and Public Hearing, Ordinance No. 1342, Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2015 and Ending on the Thirtieth Day of June 2016

Mayor Branson read Ordinance No. 1342 by title. The Supplemental Appropriation No. 1 to the budget for the fiscal year commencing on the first day of July 2015 and ending on the thirtieth day of June 2016 is in the amount of \$2,886,917. It is customary for the City Council to approve at least one supplemental budget annually to authorize the adjustments of current revenues and expenses. These adjustments are for the operating funds as well as additions to project funds for grant revenues received and additional expenditures needed that were not known at the time the original budget was adopted. This is the first budget amendment of FY2016.

Councilmember Davidson MOVED to adopt Ordinance No. 1342.

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

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

## V. NEW BUSINESS

### a. First Reading, Ordinance No. 1343, Authorizing a Lease of a Communication Site on an Unsubdivided Portion of U.S. Survey 4947 on Near Island to Kodiak Island Broadcasting Co., Inc

Mayor Branson read Ordinance No. 1343 by title. The City has leased a communication site on Near Island to Kodiak Island Broadcasting Co., Inc. (KIBCI) since the first agreement sometime prior to the year 2000. The last five-year lease extension in 2010 expired in November 2015 and

has been honored on a month-to-month basis until the new lease could be approved by Council. KIBCI notified staff of its desire to continue a lease, and staff worked with the City Attorney to prepare a new lease. Due to the lease's term and value, Council must approve it by an ordinance.

Councilmember Arboleda MOVED to pass Ordinance No. 1343 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

**b. Resolution No. 2016-05, Authorizing the Issuance of a Permit to Kodiak High School Soccer Team for the Use of Public Property for Its Soccer Clinic and to Sell Concessions and to Collect Gate Fees During Home Games**

Mayor Branson read Resolution No. 2016-05 by title. The high school soccer coach, Eric Waltenbaugh, requested use of the Baranof Park turf field to offer a soccer clinic to youth and collect gate fees as a fundraiser for the high school soccer program from March 1 through May 31, 2016. The clinic will be held March 14 through March 18. The soccer team is a high school club sport that is completely self-funded. The team raises money to cover the cost of travel and other costs associated with the sport.

Councilmember Walker MOVED to adopt Resolution No. 2016-05.

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

**c. Resolution No. 2016-06, Adopting an Alternative Allocation Method for the FY16 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in Fisheries Management Area 13: Kodiak Island**

Mayor Branson read Resolution No. 2016-06 by title. Resolution No. 2016-06 adopts an alternative allocation method and certifies that the allocation method fairly represents the distribution of significant effects of Fisheries Business activity in Fishing Management Area (FMA) 13.

Councilmember Bishop MOVED to adopt Resolution No. 2016-06.

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

**d. Resolution No. 2016-07, Approving the City Council's Budget Goals for FY2017**

Mayor Branson read Resolution No. 2016-07 by title. The Council reviewed a draft list of proposed budget goals for FY2017 at the annual planning meeting on January 16, 2016. The goals are similar to those of FY2016 with some changes and suggested deletions for clarification. The approved goals will be used by staff in the development of the FY2017 City budget.

Councilmember Davidson MOVED to adopt Resolution No. 2016-07.

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

**e. Resolution No. 2016-08, Adopting the Federal Fiscal Year 2016 Federal Capital Needs and Issues List**

Mayor Branson read Resolution No. 2016–08 by title. Each year the City identifies capital improvement projects important to the maintenance and/or improvement of the City’s infrastructure as well as issues that are important to the City or larger community. The Council reviewed the draft outlining the proposed federal requests and issues at the January 26, 2016, work session.

Councilmember Bishop MOVED to adopt Resolution No. 2016–08.

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

**f. Authorization of Fisheries Analyst Contract**

The City Council and Borough Assembly have worked with a fisheries analyst since 2011 to help track and respond to fisheries resource management issues important to the Kodiak area. The first analyst resigned in the fall of 2013. The joint fisheries work group and both the Council and Assembly approved a two-year contract with McCarty and Associates in February of 2014. The contract allows for two-one year extensions if approved by all three parties. McCarty’s contract expires in February 2016 and she indicated an interest in renewing the contract.

Councilmember Walker MOVED to authorize a one-year extension to the professional services agreement dated February 7, 2014, with McCarty and Associates for fisheries analyst consulting and related services in the amount of \$30,000 per year, plus authorized expenses for the City’s share of the contract costs, with funds coming from the General Fund Legislative professional services account, and authorize the City Manager to execute the document for the City if the contractor and Kodiak Island Borough also agree to the extension, as provided in Section 2 of the existing contract.

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

**g. Authorization for Scope of Work for Monashka Pipeline Project No. 7038**

This project provides for an internal inspection of the Monashka transmission line to assess condition and potential internal lining damage from high surge pressures both in negative and positive conditions. Transmission line modeling evaluation for the purpose of air relief and vacuum protection during the design of the Monashka Pumphouse showed that the transmission line is severely under protected from high surge pressures and vacuum conditions during full speed shut downs of the pumps. Evaluation of the potential routing of a second or replacement transmission line will also be evaluated.

Councilmember Walker MOVED to approve the professional services contract with CH2M for the Monashka Transmission Line assessment and routing project in the amount of \$199,200 with funds coming from the Water Capital Improvement fund Project No. 7038.

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

**h. Authorization of a Professional Services Contract for Construction Administration Services for Sanitary Sewer Lift Stations 1 and 2 Project No. 11-06/7509**

Council awarded the construction rehabilitation of Downtown Lift Stations 1 and 2 to Brechan Construction LLC on January 28, 2016. The next step is to secure a professional services contract with DOWL for engineering services during construction. The engineering required will be a combination of construction management services by DOWL, special inspections by the pump system manufacturer Smith & Loveless, and on-site monitoring by the engineering department. DOWL prepared an estimated scope of services that adequately covers the engineering services needed during construction.

Councilmember Whiddon MOVED to authorize the professional services contract with DOWL for construction administration services for the Sanitary Sewer Lift Stations 1 and 2 project in the amount of \$31,040, with funds coming from the Water Capital Improvement Fund, Project No. 11-06/7509, and authorize the City Manager to execute the necessary documents for the City.

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

**i. Authorization of Professional Services Contract for Dam Safety Inspections, Project No. 05-03/7039**

State of Alaska Department of Natural Resources (ADNR) regulation requires that Hazard Class I or II dams have Periodic Safety Inspection performed by a qualified engineer. All Hazard Class I and II dams must be inspected every three years. Staff recommends Council authorize the award of a professional services contract to Golder Associates to perform the City’s required periodic dam safety inspections in the amount of \$48,985.

Councilmember Arboleda MOVED to authorize a professional services contract with Golder Associates in the amount of \$48,985 for dam safety inspections with funds coming from the Water Improvement Fund, Periodic Safety Inspection account, Project No. 05-03/7039 and authorize the City Manager to sign the documents on the City’s behalf.

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

**VI. STAFF REPORTS**

**a. City Manager**

Manager Kniazowski provided a brief recap of capital projects: Monashka pumphouse is working well; the Compost facility monitoring is progressing, she indicated the transition of management from the private sector is taking significant staff time to do the facility maintenance; and the Lift station is progressing. She indicated the strategic plan is scheduled to be presented to the Council in March. She shared that DOWL presented the Near Island Plan and obtained public comments in February. She stated the plan will be posted on the website and stated DOWL will collate the public comments in a written format, and the next meeting will be scheduled in April. She said the Pedestrian Pathway Plan is moving forward. She shared that Harbormaster White and Engineer Melvin will attend a meeting in Anchorage to discuss the progress of Pier III. She said she will attend Alaska Municipal League meetings next week and indicated Deputy City Manager Tvenge will be acting City Manager and Fire Chief Mullican will be acting Emergency Services Director.

**b. City Clerk**

City Clerk Marljar officially welcomed Nanci Sharratt, Assistant Clerk to the City. She informed the public of the next scheduled Council work sessions and regular meeting.

**VII. MAYOR'S COMMENTS**

Mayor Branson thanked Finance Director Mayes and Captain Westling for their service. She provided an overview of the City Council agenda setting process and explained the Mayor, City Manager and/or two Councilmembers can request an agenda item for meeting discussion. She shared that agenda items are set at least two weeks prior to the meetings and she clarified the discussions of the Council are held at the work sessions.

**VIII. COUNCIL COMMENTS**

Councilmember Bishop congratulated Finance Director Mayes on the prestigious award and thanked Chief of Police Wallace for giving an informative presentation of the police department earlier in the week at the work session. He said the staff has many different roles and responsibilities throughout the City.

Councilmember Saravia welcomed and thanked Assistant Clerk Nanci Sharratt for her work, which was very helpful to him. He said Finance Director Mayes and Chief of Police Wallace do a great job. He said Kodiak is a Coast Guard City and he looks forward to the celebration on February 20 to recognize the USCG.

Councilmember Whiddon expressed his appreciation to Finance Director Mayes and to the Coast Guard. He shared that awards are usually the result of stellar teamwork. He said the Coast Guard Aviation Centennial Celebration is this year. He said he applauds the Council for taking a voice in fisheries issues, which is a vital component for maintaining a healthy waterfront. He commented he hopes to stay the course and maintain the fisheries community involvement.

Councilmember Arboleda congratulated Finance Director Mayes and thanked Captain Westling and the Coast Guard for their service. She reminded citizens to pick up litter in Kodiak; reminding them they can pick up the yellow litter bags at the Chamber of Commerce.



Councilmember Davidson congratulated the Finance department and the Coast Guard. He said Kodiak is a town in the northern pacific that is able to maintain a strong waterfront infrastructure and he hopes citizens realize the magnitude of the work that is being done locally. He wished everyone a Happy Valentines Day.

Councilmember Walker thanked Finance Director Mayes and Chief of Police Wallace. He thanked Darius for coming and speaking at the meeting. He thanked Clerk Marlar and congratulated Assistant Clerk Sharratt. He said the USCG is an important part of our City, and he thanked Councilmember Whiddon for his prior USCG service. He reminded the citizens there are girl's basketball games scheduled during the upcoming weekend.

**IX. AUDIENCE COMMENTS**

None.

**X. ADJOURNMENT**

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:50 p.m.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:

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## **PERSONS TO BE HEARD**

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## MEMORANDUM TO COUNCIL

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**Date:** February 25, 2016

**Agenda Item:** III. a. Proclamation: Declaring February as School Board Recognition Month

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**SUMMARY:** This proclamation urges all citizens to recognize the dedication and hard work of local school board members and work with them to mold an education system that meets the needs of both today's and tomorrow's children.

**ATTACHMENT:**

Attachment A: Proclamation: Declaring February as School Board Recognition Month

# PROCLAMATION

## Declaring February as School Board Recognition Month

WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students; and

WHEREAS, local school board members are responsible for ensuring the structure that provides solid foundation for our school system; and

WHEREAS, local school board members assure the assessment of students school staff, and educational programs and are accountable to the community; and

WHEREAS, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectation to the district.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim the month of February 2016 as

### School Board Recognition Month

in Kodiak and urge all citizens to recognize the dedication and hard work of local school board members and work with them to mold an education system that meets the needs of both today's and tomorrow's children.

Dated this 25<sup>th</sup> day of February 2016.

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:** Mike Tvenge, Deputy City Manager 

**Date:** February 25, 2016

**Agenda Item:** **IV. a. Second Reading and Public Hearing, Ordinance No. 1343, Authorizing a Lease of a Communication Site on an Unsubdivided Portion of U.S. Survey 4947 on Near Island to Kodiak Island Broadcasting Co., Inc**

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**SUMMARY:** : The City has leased a communication site on Near Island to Kodiak Island Broadcasting Co., Inc. (KIBCI) since the first agreement sometime prior to the year 2000. The last five-year lease extension in 2010 expired in November of 2015 and has been honored on a month-to-month basis until the new lease could be approved by Council. KIBCI notified staff of its desire to continue a lease and staff worked with the City Attorney to prepare a new lease. Due to the lease's term and value, Council must approve it by an ordinance (Attachment A).

**PREVIOUS COUNCIL ACTION:** Prior to the year 2000 the Council authorized the primary lease of Near Island property to Kodiak Island Broadcasting Co., Inc. and authorized subleases between KIBCI and other entities, the latest being approval of the sublease between KIBCI and Alaska Wireless Network in October of 2015.

Council passed Ordinance No.1343 at first reading and moved to second reading and public hearing during the February 11, 2016, regular Council meeting.

**DISCUSSION:** The City has had a lease for a communication site on Near Island with KIBCI for many years. The last extension of their lease expired in November and has been extended on a monthly basis at the existing rate of \$416.66 per month.

The company notified the City of its interest in entering a new lease for the property. Staff worked with the City Attorney to prepare a new five-year lease with the option of one five-year extension under the same terms as the 2016 lease at the rate of \$1,000 per month. The lease includes a carryover provision to receive permission from the City for any subleases on the property and to remit 50 percent of sublease fees to the City monthly.

Prior to 2009, the City determined to charge the base rate of \$1,000 per month to any commercially held communication site leases. The commercial leases that have been issued since that time have been at that new rate. The City has also seen an increased interest in the availability and value of commercial



communication site property over the past few years. Staff will explore the market to better understand what's in the City's best interest when it comes to lease and/or management rates. Therefore, staff prepared KIBCI's new lease at five years at the new monthly rate with one five-year option to renew. This should give staff time to complete research on the trends and needs of the communication industry and to understand the benefits the City derives from such services.

This lease requires approval by Council by ordinance to meet the requirements of the City Charter Article V-17.

**ALTERNATIVES:**

- 1) Adopt Ordinance No. 1343, which is staff's recommendation, because it will provide income to the City and allow the site to continue to be used as a communications site for the community.
- 2) Do not adopt Ordinance No.1343, which is not recommended, because it would result in a loss of revenue and would affect communications in Kodiak.

**FINANCIAL IMPLICATIONS:** The new lease rate reflects the commercial rate for communication sites, \$1000/month. The City increased the rates for communication sites before 2009 to reflect the growing interest in such sites and the value commercial lessors were willing to pay.

**LEGAL:** The City Attorney worked with staff to develop the amended lease and drafted the attached ordinance to meet the requirements of the City Charter, Article V-17.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Ordinance No. 1343 in the second reading after the public hearing.

**CITY MANAGER'S COMMENTS:** I support the issuance of this new lease to KIBCI. They have been a reliable and responsible partner in operating the site and in disbursing their monthly payments as well as those of their sub-lessees. The terms are comparable to other commercial communication site leases. The City also will continue to use this communication site as a condition of the lease to house City equipment, which supports a receiver/repeater and microwave link to Pillar Mountain. Therefore, I recommend Council adopt Ordinance No. 1343 in the second reading after the public hearing.

**NOTES/ATTACHMENTS:**

Attachment A: Ordinance No. 1343

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

**PROPOSED MOTION:**

Move to adopt Ordinance No. 1343.

**CITY OF KODIAK  
ORDINANCE NUMBER 1343**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK  
AUTHORIZING A LEASE OF A COMMUNICATION SITE ON AN UNSUBDIVIDED  
PORTION OF U.S. SURVEY 4947 ON NEAR ISLAND TO KODIAK ISLAND  
BROADCASTING CO., INC.**

WHEREAS, the City owns property on Near Island that it has leased to Kodiak Island Broadcasting Co., Inc. as a communication site since before 2000; and

WHEREAS, Kodiak Island Broadcasting Co., Inc. desires to continue leasing the communications site, and has requested that the City Council authorize the Near Island Communications Site Lease (“Lease”) that now is before this meeting, and it is in the best interest of the City that the Lease be authorized; and

WHEREAS, the City intends to continue to exercise its right to access to the communications tower permitted under Section 4 of the Lease; and

WHEREAS, the sublease to New Cingular Wireless PCS, LLC identified in Section 13 of the Lease will be approved at no cost, based on New Cingular Wireless PCS, LLC’s permission for the City to install communications equipment in its building on the Lease site; and

WHEREAS, the approval of subleases does not release Kodiak Island Broadcasting from any of its obligations under its Lease with the City; the sublessees agree to comply with all the terms of the City’s Lease with Kodiak Island Broadcasting regarding the use of the premises, insurance and environmental requirements; and the insurance provided by Kodiak Island Broadcasting must cover the activities of the sublessees.

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

**Section 1:** Notwithstanding anything to the contrary in Kodiak City Code Chapter 18.20, the Council of the City of Kodiak hereby authorizes the Lease with Kodiak Island Broadcasting Co., Inc., for a term commencing April 1, 2016, and ending March 31, 2021, with an option for the Lessee to renew the Lease for an additional five (5) years upon the written request of the Lessee with all the terms and conditions of the 2016 Lease applying to the additional terms of the communications site described in the Lease, located on an unsubdivided portion of U.S. Survey 4947 on Near Island in the City of Kodiak.

**Section 2:** The form and content of the Lease between the City and Kodiak Island Broadcasting Co., Inc. hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease to Kodiak Island Broadcasting Co., Inc. on behalf of the City, in substantially the form and content now before this meeting but with

such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

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

CITY OF KODIAK

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MAYOR

ATTEST:

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

First Reading: February 11, 2016  
Second Reading:  
Effective Date:

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

THIS LEASE ("Lease") is made effective the 1st day of April 2016, by and between the CITY OF KODIAK, an Alaska municipal corporation ("Lessor"), and KODIAK ISLAND BROADCASTING CO., INC., an Alaska corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into a Near Island Communications Site Lease effective as of December 1, 2005, which expired as of November 30, 2015, and has been carried over on a month-to-month basis; and

WHEREAS, Lessee desires to continue to lease the premises described herein for the communications facilities of Lessee and its sublessees; and

WHEREAS, the communications facilities that Lessee and its sublessees have located on the leased premises serve the interests of the City of Kodiak and its residents.

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 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 (the "Site"):

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;

Thence S 16°54'45" E, a distance of 85.00 feet;

Thence S 73°05'15" W, a distance of 85.00 feet;

Thence N 16°54'45" W, a distance of 85.00 feet;

Thence N 73°05'15" E, a distance of 85.00 feet to the TRUE POINT OF BEGINNING;

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.

**2. Term.** This Lease shall continue in effect for a period of five (5) years from the date first written above with an option for the Lessee to renew the Lease for an additional five (5) years upon the written request of the Lessee with all the terms and conditions of the 2016 Lease applying to the additional terms. Unless they conflict with the terms of this Lease, the provisions of Kodiak City Code section 18.20.350 in effect on the date first written above shall govern the Lessee's re-lease rights.

**3. Rental.** Lessee agrees to pay as and for rent the sum of \$1,000 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 and telecommunications site. Lessor shall also be entitled to sufficient space on the tower to attach one omni antenna 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 without limitation attorney's fees reasonably incurred for response or defense, for 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 Site. 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.** (a) Without limiting Lessee's obligations to indemnify under this Lease, Lessee shall procure and maintain at its sole expense, and shall keep in full force and effect throughout the term of this Lease, the following policies of insurance:

(1) Commercial General Liability Insurance, \$1,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from all operations related to this Lease. The general aggregate limit shall be \$1,000,000.

(2) Worker's Compensation and Employers Liability. Worker's Compensation shall be statutory as required by the State of Alaska. Employer's Liability shall be endorsed to the following minimum limits and contain USL&H coverage endorsement, if applicable: (i) bodily injury by accident--\$1,000,000 each accident; and (ii) bodily injury by disease--\$1,000,000 each employee, \$1,000,000 policy limit.

(b) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

(i) Lessor, its officers, officials, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to Lessor, its officers, officials, employees and volunteers.

(ii) Lessee's insurance coverage shall be primary insurance as respects Landlord, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Lessor, its officers, officials, employees and volunteers shall be excess of Lessee's insurance and shall not contribute to it.

(2) Worker's Compensation and Employer's Liability. Lessee's insurer shall agree to waive all rights of subrogation against Lessor, its officers, officials, employees and volunteers for losses arising from work performed by Lessee under this Lease.

(3) All Insurance. Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given by the Insurer to Lessor by certified mail, return receipt requested.

(c) Acceptability of Insurers. Insurance is to be placed with insurers qualified to do business in Alaska having a Best's rating of no less than A-: VII.

(d) Verification of Coverage. Lessee shall furnish Lessor with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms which meet industry standard. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time.

**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 New Cingular Wireless PCS, LLC and Alaska Wireless Network LLC. Copies of the existing leases are attached as Exhibits A and B. 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 percent (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 New Cingular Wireless permits the City to install communications equipment in the building located on the lease site, Lessee will not be required to remit to Lessor any portion of the sublease revenues that Lessee receives from New Cingular 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 as of the date first written above.

CITY OF KODIAK

KODIAK ISLAND BROADCASTING, INC.

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AIMÉE KNIAZIOWSKI  
City Manager  
710 Mill Bay Road  
Kodiak, AK 99615

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DENNIS BOOKEY  
Vice President  
9740 Jupiter Drive  
Anchorage, AK 99507

ATTEST:

WITNESS:

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DEBRA L. MARLAR  
City Clerk



# **NEW BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Mike Tvenge Deputy City Manager and Kelly Mayes, Finance Director  
**Date:** February 25, 2016

**Agenda Item:** V. a. Resolution No. 2016-09, Authorizing Formation of an Investment Committee

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**SUMMARY:** The City currently self-manages the City's Investments. These are invested based on the investment policy within the City of Kodiak municipal code at the discretion of the Finance Director. The Finance Director presented to the City Council on February 9, 2016, an overview of the City's investments, investment policy, and returns on investments. The Finance Director suggested that an Investment Committee be formed to oversee the selection of an Investment Advisory and Management Company and, thus, monitor the performance of the company chosen. Per Council discussion, one Councilmember and the Mayor requested including a City Council member to serve on the Investment Committee.

**PREVIOUS COUNCIL ACTION:** Per the City Council work session that occurred on February 9, 2016, one City Councilmember and the Mayor requested that one elected member of the Council serve on the Investment Committee.

**BACKGROUND:** The Finance Director of the City of Kodiak has managed the City's investment portfolios for many years. Due to a slowly recovering economy, many investments are not providing substantial returns on investments.

**DISCUSSION:** The Finance Director has been researching information regarding Investment Advisory and Management Services. Due to the complexities of selecting an appropriate company to oversee the City's investments, the Finance Director suggested a committee be formed for the selection, and periodic oversight, of the Investment Advisory and Management Company. The City Council agreed that additional solicitation and formal RFP's would provide a greater potential for earning higher returns on City investments. The City Council also suggested that an elected City Council member serve on the committee.

**ALTERNATIVES:** There are no alternatives at this time.

**FINANCIAL IMPLICATIONS:** There are no financial implications at this time.

**STAFF RECOMMENDATION:** The City Council acknowledged the benefit of an investment firm and the formation of an Investment Committee. Staff recommends the formation of a City Investment Committee to direct and oversee an investment management firm investing public funds.

**DEPUTY CITY MANAGER'S COMMENTS:** Investment of municipal funds, exceeding a minimal dollar amount is best left to a professional financial investment firm. Traditionally, the Finance Director has been tasked with this duty and, frankly, the time and attention required should be shouldered by someone else. As you know, investment firms have multiple staff members and boards looking daily at strategies and risk/return to protect their clients' investments. This decision to move forward with a committee and selection of a financial management firm makes sense.

**ATTACHMENTS:**

Attachment A: Resolution No. 2016-09

**PROPOSED MOTION:**

Move to adopt Resolution No. 2016-09

**CITY OF KODIAK  
RESOLUTION NUMBER 2016-09**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING FORMATION OF AN INVESTMENT COMMITTEE**

WHEREAS, historically, an Investment Committee for the City of Kodiak has not existed; and

WHEREAS, historically, the Finance Director of the City of Kodiak managed all City investments; and

WHEREAS, on February 9, 2016, direction was given by the City Council to formally adopt an Investment Committee; and

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

- 1. Purpose.** The Investment Committee will have overall responsibility and administration of the Portfolio. The members of the Investment Committee are fiduciaries of the Portfolio with respect to all responsibilities allocated to them.
- 2. Membership.** The Investment Committee shall be composed of five (5) voting members:
  - a. The City Manager
  - b. The Deputy City Manager
  - c. The Finance Director
  - d. The City Clerk
  - e. One elected official from the City Council, appointed by motion of the Council
- 3. Organization.** The Finance Director shall be the chair of the committee and preside at the meetings. The committee shall hold regular quarterly meetings and shall meet more frequently as circumstances require. Decisions shall be made by a majority of those present at the meetings.
- 4. Responsibilities.** The City's Investment Committee responsibilities include the following:
  - a. Selection of an Investment Advisory and Management Company for the City's investments
  - b. Periodically reviewing the City's Investment Policy
  - c. Monitoring the performance of the Investment Advisory and Management Company
  - d. Reviewing the backgrounds of the Investment Committee members to ensure no conflicts of interest exist.

**5. Consensus.** The affirmative votes of four (4) committee members shall be required to build consensus of the committee.

**6. Duration.** This resolution shall remain in effect until rescinded by the City Council.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Adopted:

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Aimée Kniazowski, City Manager

**Thru:** Mike Tvenge, Deputy City Manager and Lon White, Harbormaster

**Date:** February 25, 2016

**Agenda Item:** **V. b. Authorization of Professional Services Contract for Cash Flow Analysis/  
Rate Study for Kodiak Harbors**

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**SUMMARY:** This memo recommends authorization of a professional service contract with Northern Economics Inc., to conduct a cash flow analysis and rate study for the Kodiak harbors. This information will be used to evaluate the effects of different rate scenarios on the harbors' financial position and to provide rate recommendations to the Council for consideration. Staff and the City Manager recommend Council authorize professional services to be performed by Northern Economics Inc., in the amount of \$17,930.

**PREVIOUS COUNCIL ACTION:**

- October 2011, Council authorized Northern Economics Inc., to conduct a cash flow analysis and rate study for Kodiak harbors and to evaluate cruise ship rates for the port of Kodiak
- April 28, 2011, Council amended harbor rates by Resolution No. 2011-06
- April 2012, Northern Economics Inc., presented findings and recommendations to Council

**DISCUSSION:** Per Council's budget goals, rates for enterprise funds should be evaluated every five years. The last evaluation presented to Council in 2012 included harbor and cruise ship rates. The cruise ship rates were implemented but the harbor rates were not. Effectively, harbor rates have not been adjusted since 2011. It is important that harbor rates be current and meet the cash flow needs to maintain, operate, and ultimately replace aging facilities, such as St. Herman Harbor. The current proposed study is designed to update the information provided in 2012 and provide rate recommendations based on current financial factors.

**ALTERNATIVES:**

- 1) Council may authorize Northern Economics Inc., to conduct a cash flow analysis and rate study for Kodiak harbors, which is staff's recommendation and is consistent with past actions.
- 2) Council may delay or not authorize the study. This is not recommended and not consistent with Council's desire to review enterprise fund rates every five years.

**FINANCIAL IMPLICATIONS:** FY2016 funds are budgeted for the study in the Harbor Enterprise Fund, Account Number 510-520-100-430-110.

**STAFF RECOMMENDATION:** Staff recommends authorization of professional services from Northern Economics Inc., to perform a cash flow analysis and rate study for Kodiak Harbors.

**DEPUTY CITY MANAGER'S RECOMMENDATION AND COMMENTS:** Review of enterprise fund rates every five years is consistent with Council's budget goals. This cash flow analysis and rate study is intended to build on the previous work conducted by Northern Economics Inc., in 2012 and provide rate recommendations based on a current financial model. I recommend authorization of the professional services contract proposed by Northern Economics Inc., in the amount of \$17,930.

**ATTACHMENTS:**

Attachment A: Northern Economics Inc., proposal dated January 19, 2016.

**PROPOSED MOTION:**

Move to authorize a professional services contract with Northern Economics Inc., in an amount not-to-exceed \$17,930 to conduct a cash flow analysis and rate study for Kodiak harbors, with funds from the Harbor Enterprise Fund, and authorize the City Manger to execute the documents on behalf of the City.

January 19, 2016

Lon A. White  
Port & Harbor Director  
403 Marine Way  
Kodiak, AK 99615

**Re: Revised Proposal to Conduct a Cash Flow Analysis for Kodiak's Harbor System**

Dear Lon:

Thank you for the opportunity to propose on a cash flow analysis for the Port of Kodiak's harbor facilities. We understand that you would like a cash flow model that can be used to evaluate the effect of different rate scenarios on the harbor's financial position, and that you would like the model to use updated engineering cost information that was not available when our earlier rate study was completed.

We propose the following tasks to conduct the cash flow analysis:

1. **Kickoff teleconference.** After receiving a notice to proceed, we will schedule a teleconference with you to discuss and collect available information, including updated engineering cost data, review the rate study conducted earlier, go over the rate scenarios you want us to consider for the cash flow study, discuss our proposed approach and assumptions, and discuss the format and outcome of the study. In this meeting, it will be important to discuss assumptions about changes to rates and the fleet composition over time, since these changes could have a significant impact on the results of the model.
2. **Review and refine life cycle cost model from rate study.** We will use the rate study completed in 2012 as the basis for the cash flow model. This will require a review of the existing life cycle cost model to identify what information can be used in the cash flow model, what information must be updated, and what information must be changed or removed. When we develop the cash flow analysis model, we will build it alongside the life cycle cost model and establish links between the two models.
3. **Update harbor financial information.** We will collect the latest financial information for the harbor system from the Harbor Department and then review and update the regular operations and maintenance amounts used in the rate study. We will also identify the current fund balance for the Harbor Department as a starting point for the model's results.
4. **Update engineering costs.** We understand that engineering cost information used in the rate study may be outdated or no longer applicable, and that the Harbor Department will provide the information we need for this study. We will collect the latest information from the Harbor Department, including appropriate replacement schedules, replacement costs, and major maintenance costs. Using the appropriate inflation index, we will adjust these costs to current year dollars for the analysis and make an assumption about inflation of these costs over time.
5. **Develop debt and other assumptions.** A final, critical piece of information for the cash flow model will be the assumptions about funding of capital improvements, including the use of



debt. To some extent, the effect of the use of debt is minimal compared to other factors considered in the cash flow analysis. However, as the role of debt increases in funding capital improvements or fund balance shortfalls, the cost of debt increases in importance. We will develop initial assumptions about the use of debt, including appropriate rates and terms, and prepare a brief memo covering these assumptions. We will have you and the City of Kodiak's Finance Director review these assumptions and suggest revisions, as appropriate. If required, we can hold a teleconference to assist in this process.

6. **Develop cash flow model.** Once we have collected the information discussed in earlier tasks, we will develop an annual cash flow model and test it with actual data to ensure it gives appropriate results. We will add appropriate switches and settings to the model to address the assumptions used in our approach, based on our kick-off teleconference discussion.
7. **Analyze cash flow scenarios.** Our final analytical task will be to analyze cash flow scenarios using the model. We can discuss scenarios during the kick-off teleconference, as well as during the course of the study. Scenarios might include different harbor rates, user bases, inflation rates, capital improvements, and use of debt to fund improvements. We will identify key indicators from the model and develop a comparison table to present each of the scenarios in the report.
8. **Write draft report.** Our draft report will summarize our findings and recommendations, along with supporting detail about our model and assumptions. We will also provide you with a copy of the life cycle cost model and cash flow model for your review and use. While we have not included documentation in this proposal, we will format, highlight, and comment throughout the model to enable ease of use. The primary purpose of the draft report will be to highlight the harbors' financial position and provide recommendations and guidance on rate revisions, inflation adjustments, and other rate policies.
9. **Write final report.** After you have had an opportunity to review the report, we ask that you provide feedback on our work, including the process, assumptions, and results, along with any recommendations for changes. Once we have received your feedback on the draft report, we will revise the report and send a final version.
10. **Develop presentation.** We will prepare a brief presentation about this study and its findings to present to the City Council.
11. **City Council Presentation.** Mike Fisher (or Michelle Humphrey, pending his availability) will fly to Kodiak to give the presentation at a Tuesday work session. We have assumed a one-day trip with 12 hours of preparation, travel, and presentation time, based on the ~3:30pm flight to Kodiak on Alaska Airlines and the ~10:45pm flight to Anchorage on Ravn. Should travel costs or the scope of work change, we will issue a change request.

## **Deliverables and Schedule**

Our draft and final reports will be letter reports, approximately 8–12 pages in length, delivered by e-mail in Adobe Acrobat PDF format.

Our presentation will be provided in Microsoft PowerPoint format by e-mail or on a flash drive.

We will provide you with a draft report approximately two (2) months after our kick-off teleconference. Depending on the nature and extent of feedback, we anticipate we can submit the final report within one to two (1–2) weeks after receiving your feedback on the draft report. We can discuss changes to this schedule, as well as the timing for the City Council presentation, as the study progresses.

## **Budget**

We propose to complete this work on a time and materials basis with a not-to-exceed amount of \$18,000, based on a start date in 2016. Table 1 provides a detailed cost estimate by task.

**Table 1. Estimated Project Cost by Task**

<b>Task</b>	<b>Hours</b>	<b>Labor Cost (\$)</b>
Project management and administration	4	420
Kickoff teleconference	2	270
Review and refine life cycle cost model from rate study	10	1,230
Update harbor financial information	6	750
Update engineering costs	4	420
Develop debt and other assumptions	18	2,010
Develop cash flow model	18	2,010
Analyze cash flow scenarios	30	3,510
Write draft report	22	2,520
Write final report	8	950
Develop presentation	10	1,160
City Council presentation	12	1,980
Labor Total	144	17,230
Expenses: Travel to Kodiak for presentation ( <i>airfare, dinner, car rental, parking, and other miscellaneous expenses</i> )		700
<b>Estimated Total</b>		<b>17,930</b>

## **Staffing**


Michelle Humphrey will be our Project Manager and the lead analyst for this work. Mike Fisher will provide oversight and guidance and, subject to availability, present the results of this study to the City Council. Estimated hours for each staff member are shown in Table 2.

**Table 2. Estimated Hours and Labor Cost by Staff Member**

<b>Staff Member</b>	<b>Role</b>	<b>Labor Hours</b>	<b>Labor Rate (\$/hr)</b>	<b>Labor Cost (\$)</b>
Mike Fisher	Project Director	34	165	5,610
Michelle Humphrey	Project Manager, Lead Analyst	96	105	10,080
Terri McCoy	Editor	10	100	1,000
Diane Steele	Administration	3	105	315

Again, thank you for the opportunity to propose on the cash flow analysis. We look forward to discussing our proposal with you.

Sincerely,



Michael H Fisher  
Principal and Senior Consultant

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Aimée Kniazowski, City Manager

**Thru:** Mike Tvenge, Deputy City Manager *MT*

**Date:** February 25, 2016

**Agenda Item:** V. c. **Authorization to Cancel the March 10, and 24, 2016, Regular Meetings and Authorize a Special Meeting for March 17, 2016**

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**SUMMARY:** The regularly scheduled Council meetings for March 10 and March 24, 2016, may be cancelled to allow for elected official and staff travel schedules. Elected officials are traveling to the National League of Cities Conference in Washington D.C. and attending lobbying meetings in Juneau during the regular meeting dates. To account for these cancellations, a special meeting is scheduled for March 17, 2016.

**PREVIOUS COUNCIL ACTION:** The City Council cancels regular meetings and schedules special meetings from time to time due to travel and other scheduling conflicts.

**LEGAL:** Kodiak City Code Chapter 2 identifies regular meetings are held on the second and fourth Thursdays of each month. If a regular meeting must be cancelled, a special meeting may be scheduled. The attendance requirements do not apply to special meetings.

**PROPOSED MOTION:**

Move to cancel the March 10 and March 24, 2016, regular meetings and authorize a special meeting for March 17, 2016.

FEBRUARY 25, 2016  
Agenda Item V. c. Memo Page 1 of 1

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Mike Tvenge, Deputy City Manager and Mark Kozak, Public Works Director  
**Date:** February 25, 2016

**Agenda Item:** V. d. **Authorization of Purchase of a Loader for Composting Facility, Project No. 08-06/7517**

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**SUMMARY:** The City Council authorized the construction of the Composting Facility to Brechan Construction LLC at the April 9, 2015, regular meeting. The Composting agreement with Quayanna Development Corporation (QDC) included the loader as part of the equipment they supplied to operate the facility. This agreement expired January 31, 2016. Staff started looking for a used loader that would be suitable in size to operate the facility during the negotiations to amend the composting agreement with QDC. Staff was able to locate a used loader in Anchorage that fit the facility needs. Staff recommends Council approve the purchase of a used Case 521E Loader, including attachments, for \$162,770 from Yukon Equipment with funds coming from the fund balance of the Sewer Fund.

### **PREVIOUS COUNCIL ACTION:**

- Between January 2008 and September 2013, Council authorized 12 different actions, including a composting agreement with Quayanna Development Corp.
- October 2013, Council approved a Compost Facility Design Contract with CH2MHILL
- April 9, 2015, Council authorized the construction of the Composting Facility to Brechan Construction LLC
- November 12, 2015, Council and staff held an executive session at the regular meeting to discuss the Quayanna Corp. composting agreement and proposed amendment to that agreement
- December 10, 2015, Council approved the purchase of a Trom 6090 screener from Screen USA for the composting facility
- January 14, 2016, Council authorized the third amendment to the composting agreement with Quayanna Development Corp.

**DISCUSSION:** The construction of the composting project went really well, with the exception of the delay in completion of the electrical system. We were able to manage the project in a manner to reduce cost in some areas in order to cover some additional work that was identified during construction. As part of the project, we knew some additional equipment was required; however, we did not anticipate a loader being part of that equipment.

Operation of the compost facility is based on three primary pieces of equipment: the mixer/conveyor, loader, and screener. The mixer/conveyor was included in the project bid since the electrical system was designed around the mixer and conveyor electrical needs. It is used to thoroughly mix the bio-solids and wood amendments during the weekly (two days per week) batching process. It is fed by the loader using a predetermined amount of both amendments (wood/recycle compost) and bio-solids. Once mixed, the conveyor moves the mix outside into the covered mixing bunker; the mix is then moved to the composting bay and the pile is built for processing using the loader. Each week the loader breaks down and moves the batch that was mixed three weeks prior and has completed the composting process. This batch is moved to another bay for further curing of the completed compost. Once product has completed the composting phase (first three weeks) we can screen or we can screen it after an additional three weeks of curing. The timing of screening is dependent on the solids content (dryness) of the compost. Screening is really important to the recovery of the wood amendments in order to reuse them as recycled amendments.

When the City's compost facility was designed and bid, we expected to be responsible for the mixer/conveyor and the screener. With the changes made in the third and final amendment to the composting agreement with QDC, the City now needs a loader that is suitable for this facility.

Staff began looking for a used loader that would be suitable to operate within the size of the composting mixing structure and the composting bins. We studied both Cat and Case loader specifications to make sure the loader would work inside the constraints of the building size. We needed a loader that can load the mixer (over 10ft height) and be small enough to operate inside a 50 by 70 foot structure. The loader also had to be able to fit in the composting bins and straddle the air system pipes. These constraints require a smaller loader with a high reach. We tried the City's Case 621 both in the mixing, building, and composting bins and it barely fit. There were clearance issues with the ceiling and turning radius inside the building. Our Case 621 could be used as a backup, but because of the size would be extremely slow to operate and increase the risk of facility damage. Yukon Equipment had a Case 521 E in Anchorage that they would rent to us, so we could verify that the loader would meet the needs of the composting facility. NC Machinery did not have a used loader of a small enough size in Alaska that we could test. We rented the Case loader, and it arrived in Kodiak in early December and has been used at the facility since that time.

One of the challenges was finding a loader that can operate in the limited space available inside the structure and be able to load the mixer (over 10ft to the top edge) and stack completed compost over 12 feet high. Because of the very nature of the high stacking requirement without running the loader into the compost mixer, most compost facilities use a special bucket on their loaders called a push bucket. This bucket ejects the material out of the bucket at full reach rather than dumps it out, which reduces stacking and loading height. A technical memo from Todd Williams, CH2M composting engineer, that he prepared for us in June 2015 is included (Attachment B). This memo addresses the loader and the need for a push bucket. The loader we are recommending for purchase has a full height reach with the bucket level just three inches short of 12 feet. Included in the purchase price for the Case 521 is a three-

yard push bucket. This bucket will reduce the amount of labor needed to cover batches. Currently, we have to do most of the batch covering by hand because of height and reach limitations.

The purchase price for a new loader similarly equipped would be about \$222,000 plus the price of the push bucket, and Yukon has offered this loader to us for \$162,770, including the push bucket shipped to Kodiak. As part of the rental agreement, we received the full three-month rental paid towards the purchase price. City Code Section 3.12.100 allows the Public Works department to purchase used equipment. By using this section of the City Code, we will save the cost and time of bidding the loader for the composting facility and improve the delivery time to the facility.

**ALTERNATIVES:**

- 1) Authorize the purchase of the loader, which is staff's recommendation. As we worked through the final amendment to the composting agreement with QDC, staff begin looking at options to purchase a loader we knew we would need to operate the compost facility. We were able to locate a used loader through Yukon Equipment in Anchorage that would fit the facility needs. We rented the loader to be sure it would fit and function within the constraints of the facility. Using City Code Section 3.12.100, purchase of used equipment for Public Works allows us to meet the extremely shortened time frame we have had to meet the operational needs of the facility.
- 2) Do not authorize the purchase of the loader, which is not recommended. We considered the process of putting out a bid for a loader using specifications that could meet the composting facility needs. However, the time to bid for this piece of equipment would greatly exceed the operational need at the facility. Since we were able to locate an almost new loader (500 hours) that would work, we did not pursue bidding any further. We have found that we get great service and good life out of low hour new machines that come from rental fleets.

**FINANCIAL IMPLICATIONS:** This loader was not planned to be a part of the composting facility. Now that the City is responsible for complete operation of the composting facility, the loader is a necessary part of the operation. The loader, including the attachments, will be paid from the Sewer Capital Improvement fund. Operational cost, including fuel and maintenance, will be included in the annual budget line. Cost estimates for the loader are approximately \$54/hour and will be included in the FY2017 budget.

**LEGAL:** Meets the requirements of KCC 3.12.100.

**STAFF RECOMMENDATION:** Staff recommends Council approve the purchase of the Case 521 E loader in the amount of \$162,770 from Yukon Equipment with funds coming from the fund balance of the Sewer Fund.

**DEPUTY CITY MANAGER'S COMMENTS:** I support the purchase of the used Case 521 E front end loader. The machine has been in use at the Kodiak Biosolids Compost Facility for three months and



has proven to suit the needs of the operation. The purchase of the additional bucket “Push Bucket” will allow for greater efficiency in stacking the compost bays.

**ATTACHMENTS:**

Attachment A: Yukon Equipment proposal for the used Case 521 E loader and attachments

Attachment B: Tech Memo Composting Loader Kodiak Composting Facility

**PROPOSED MOTION:**

Move to authorize purchase used Case 521 E Loader and attachments from Yukon Equipment Inc. in the amount of \$162,770 with funds from the Sewer Fund, fund balance and authorize the City Manager to sign necessary documents on behalf of the City.



# YUKON EQUIPMENT, INC.

2020 E. 3rd Avenue, Anchorage, AK 99501-2994  
(907) 277-1541 • FAX (907) 276-6795  
www.yukoneq.com



January 27<sup>th</sup>, 2016

City of Kodiak  
Attn: Mark Kozak

We are pleased to quote a Yr 2012 Case Md 521E Tier 3 loader with all the standard specs and the following options. This loader has been previously rented and has about 500 hrs on it.

One each Case 521E Z-Bar Loaders with Cab & heater, Hydraulic coupler installed, Weldco Beals HD 2-1/2 yd bucket w/ reversable- edge, Weldco Quick Coupler, Weldco 60" forks, 3-spool valve- joy stick controls, Cloth mech Suspension seat, Standard fenders with LH step, 20.5 x 25 L3 Radial Tires, Heavy Counter wt, Am/fm stereo, Cold weather package, Exterior rear view mirror, Ride Control, Axle oscillation stops for chains, Side covers and Skid plate

	Your Rental Purchase Price	\$148,500.00
100% of 1 <sup>st</sup> 3 months paid rents to apply		-\$12,000.00
		<hr/>
Total		\$136,500.00
Rockland 3yd Ejector Bucket FOB Kodiak		\$ 26,270.00
		<hr/>
Grand Total		\$162,770.00

Sincerely Yours

Richard Kimball

Yukon Equipment

Anchorage, Alaska 99501

# Kodiak Compost Facility Front End Loader Sizing

PREPARED FOR: City of Kodiak  
 COPY TO: Tom Wolf/ANC; Bud Alto/ANC  
 PREPARED BY: Todd Williams/RIC  
 DATE: June 17, 2015  
 PROJECT NUMBER: 660972  
 REVISION NO.: Rev 1

There are several considerations regarding the front end loader (FEL) size and options that should be considered for the Kodiak Composting Facility. It is assumed that only one loader will be provided for operations based on the facility size.

**The first consideration is the FEL bucket capacity.** Compost materials are lighter than soil, so smaller loaders can move larger volumes of compost materials than soil or rock. For example, soil weighs roughly 2200-2700 pounds per cubic yard. Sand or rock weighs more than that....as much as 4000-4500 pounds per cubic yard or more. Sludge cake weighs about 1500-1600 pounds per cubic yard, compost mix weighs about 1000 pounds per cubic yard and compost less than that. What this means is a loader rated at 3 CY capacity for soil could easily be outfitted with a 5 CY standard bucket for a compost facility. However, **a standard dump bucket is NOT desired for a compost facility** because height clearance and reach are important to allow stacking of material in compost piles (which are 12' in the design....1' wood chip base, 10' compost mix, 1' unscreened compost cover) and loading the mixer and screen hoppers as well as vehicles being filled with compost. For these movements, a clear bucket height of 9'6" minimum is required when fully dumped, and one with 12' clearance is preferred. A small FEL cannot have that type of reach nor can a medium sized loader with a standard bucket. What is recommended is an ejector or pushout type bucket on a large enough loader that can handle the added moment from a higher and longer reach. Balderson/Dymax is the manufacturer of choice for pushout buckets. <http://www.dymaxinc.com/attachments/2171/> FEL dealers can determine what size machine will accommodate a pushout bucket of a certain size based on the bulk density of the materials being handled.

**The second consideration is time and motion related to bucket capacity.** For the sake of discussion, below is a comparison of a 3 CY capacity bucket, a 4 CY capacity bucket and a 5 CY capacity bucket. Assuming various loading and unloading cycle times and travel distances at the Kodiak compost site at the design condition from the materials balance, a spreadsheet analysis was used to determine the number of hours per week of FEL movement. The output from this analysis is shown in Tables 1-3 below. What this analysis indicates is that a 3 CY loader bucket will require approximately 16.4 hours, a 4 CY loader bucket will require 13.3 hours and a 5 CY

loader bucket will require 11.4 hours of operating time per week at the design condition of 55 CY/week of 18.0 %TS biosolids cake.

Table 1 - 3 CY Capacity Loader Time and Motion Analysis

FRONT-END LOADER TIME AND MOTION ANALYSIS								
Loader Size	3 CY							
Operation	Volume Moved (CY)	Number of Trips Required	Forward Distance (ft)	Backward Distance (ft)	Lift & Dump Operation per Trip	Operation Time (hours)	Maintenance and Fueling Time (hours)	Total Time (hours/day)
<b>Bulking Agent</b>								
Receiving New Bulking Agents	48	48	100	100	2	1.18	0.18	1.4
Load Grinder	0	0	100	100	2	0.00	0.00	0.0
Manage Bulking Agents	148	148	100	100	2	3.60	0.54	4.1
<b>Mixing</b>								
Sludge to Mixer	55	37	50	50	1	0.45	0.07	0.5
Bulking Agent to Mixer	148	49	50	50	1	0.60	0.09	0.7
<b>Build and Manage ASP's</b>								
Place base	11	4	200	100	1	0.07	0.01	0.2
Place mix	189	63	200	200	1	1.48	0.22	1.7
Place cover	21	7	100	100	1	0.11	0.02	0.3
Move to Secondary ASP	166	55	100	100	1	0.88	0.13	1.0
Move To Pre-Screening	140	47	150	150	1	0.92	0.14	1.1
<b>Screening and Compost Out</b>								
Load Screen	140	70	100	100	2	3.40	0.51	3.9
Move Recycle	111	37	200	200	1	0.87	0.13	1.0
Move compost to storage	42	14	200	200	1	0.33	0.05	0.4
Compost Loadout	42	14	50	50	1	0.17	0.03	0.2
<b>Totals</b>								
Total Time						14	2	
Total FEL Operation Time								16.4

Table 2 - 4 CY Capacity Loader Time and Motion Analysis

FRONT-END LOADER TIME AND MOTION ANALYSIS								
Loader Size	4 CY							
Operation	Volume Moved (CY)	Number of Trips Required	Forward Distance (ft)	Backward Distance (ft)	Lift & Dump Operation per Trip	Operation Time (hours)	Maintenance and Fueling Time (hours)	Total Time (hours/day)
<b>Bulking Agent</b>								
Receiving New Bulking Agents	48	36	100	100	2	0.88	0.13	1.0
Load Grinder	0	0	100	100	2	0.00	0.00	0.0
Manage Bulking Agents	148	111	100	100	2	2.70	0.40	3.1
<b>Mixing</b>								
Sludge to Mixer	55	28	50	50	1	0.33	0.05	0.4
Bulking Agent to Mixer	148	37	50	50	1	0.45	0.07	0.5
<b>Build and Manage ASP's</b>								
Place base	11	3	200	100	1	0.05	0.01	0.1
Place mix	189	47	200	200	1	1.11	0.17	1.3
Place cover	21	5	100	100	1	0.08	0.01	0.2
Move to Secondary ASP	166	42	100	100	1	0.66	0.10	0.8
Move To Pre-Screening	140	35	150	150	1	0.69	0.10	0.8
<b>Screening and Compost Out</b>								
Load Screen	140	53	100	100	2	3.44	0.52	4.0
Move Recycle	111	28	200	200	1	0.65	0.10	0.8
Move compost to storage	42	10	200	200	1	0.25	0.04	0.3
Compost Loadout	42	10	50	50	1	0.13	0.02	0.1
<b>Totals</b>								
Total Time						11	2	
Total FEL Operation Time								13.3

Table 3 - 5 CY Capacity Loader Time and Motion Analysis

FRONT-END LOADER TIME AND MOTION ANALYSIS								
Loader Size	5 CY							
Operation	Volume Moved (CY)	Number of Trips Required	Forward Distance (ft)	Backward Distance (ft)	Lift & Dump Operation per Trip	Operation Time (hours)	Maintenance and Fueling Time (hours)	Total Time (hours/day)
<b>Bulking Agent</b>								
Receiving New Bulking Agents	48	29	100	100	2	0.71	0.11	0.8
Load Grinder	0	0	100	100	2	0.00	0.00	0.0
Manage Bulking Agents	148	89	100	100	2	2.16	0.32	2.5
<b>Mixing</b>								
Sludge to Mixer	55	22	50	50	1	0.27	0.04	0.3
Bulking Agent to Mixer	148	30	50	50	1	0.36	0.05	0.4
<b>Build and Manage ASP's</b>								
Place base	11	2	200	100	1	0.04	0.01	0.1
Place mix	189	38	200	200	1	0.89	0.13	1.0
Place cover	21	4	100	100	1	0.07	0.01	0.2
Move to Secondary ASP	166	33	100	100	1	0.53	0.08	0.6
Move To Pre-Screening	140	28	150	150	1	0.55	0.08	0.6
<b>Screening and Compost Out</b>								
Load Screen	140	42	100	100	2	3.37	0.51	3.9
Move Recycle	111	22	200	200	1	0.52	0.08	0.6
Move compost to storage	42	8	200	200	1	0.20	0.03	0.2
Compost Loadout	42	8	50	50	1	0.10	0.02	0.1
<b>Totals</b>								
Total Time						10	1	
Total FEL Operation Time								11.4


## Recommendations

Based on this analysis, mixing and compost pile building (both primary and secondary) will need to occur on one day and pile screening, bulking agent management and compost movement will need to occur on another day during the week. With a 3 CY loader, two full eight hour days will be needed, and with a 5 CY loader, two 6-hour days will be needed for those two days. A bigger consideration in the sizing of the loaders is the reach height. Since compost piles will be 12 feet tall, a loader with the highest possible reach above the bard minimum 9'6" is required. **A Caterpillar 924 G (or similar) or larger loader is required to provide a 3 CY capacity bucket with a minimum hinge pin height at full lift of 12 feet. Again, FEL/wheel loader suppliers should be consulted to determine the appropriate loader and pushout bucket size to meet the needs of this facility and satisfy these criteria.**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Mike Tvenge Deputy City Manager and James R. Mullican Jr., Fire Chief   
**Date:** February 25, 2016 <sup>WT</sup>

**Agenda Item:** V. e. **Authorization of a Professional Services Contract for Medical Director for Kodiak Fire Department**

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**SUMMARY:** The city operates a medical treatment and transport (ambulance) service via the City of Kodiak Fire Department. As required by the State of Alaska a licensed physician has been retained to perform the duties of Medical Director. The Medical Director is responsible for medical oversight, protocol and policy development, quality improvement activities, liaison with PKIMC, and corrective actions related to patient care actions by providers. The Fire Department's current Medical Director, Dr. Mark Withrow has announced his intentions to retire after more than 15 years of service as Medical Director. Dr. Gregory Culver has submitted his letter of interest in assuming the position. Staff recommends Council authorize award of a two-year professional services contract with an option to extend with Dr. Gregory L. Culver, MD, FAAFP in the amount of \$25,000 per year.

**PREVIOUS COUNCIL ACTION:** The prior agreement with the City Medical Director was within the department's spending limit and not executed formally by contract.

**DISCUSSION:** The City Fire Department provides medical treatment and transport for citizens of the city as well as those living along the road system or transported in from the Island communities. Physician oversight is a state requirement to operate an ambulance service. Dr. Culver has been filling in for Dr. Withrow during absences over the past year and has become thoroughly familiar with Fire Department operations, personnel, and service needs. Dr. Culver is a 1983 graduate Doctor of Medicine from the University of Guadalajara. He has had an extensive career in emergency medicine and has served as Medical Director for the Towner County Ambulance Service in Towner County, North Dakota.

**ALTERNATIVES:**

- 1) Authorize the professional services contract with Gregory L. Culver MD, FAAFP in the amount of \$25,000 a year. The term of the contract is two years, with an option to extend the contract.
- 2) Do not authorize the contract. This is not recommended by staff, as a Medical Director is a State of Alaska requirement of EMS service.

**FINANCIAL IMPLICATIONS:** Funding for the services being contracted will come from the Fire Department budget.

**STAFF RECOMMENDATION:** Staff recommends Council authorize the City Manager to execute the contract with Dr. Gregory L. Culver, MD, FAAFP in the amount of \$25,000 per year for two years with an option to extend.

**DEPUTY CITY MANAGER'S COMMENTS:** A Physician Medical Director is not only a requirement of our EMS department, they can be of tremendous benefit to a department through training and support for an emergency responder. The Director is available to review ambulance run reports and approve the response procedures. The Director holds the license under which the department operates. I recommend the Council approve the contract with Dr. Culver.

**ATTACHMENTS:**

Attachment A: Profession Services Contract for Medical Director

Attachment B: Letter of Intent, Dr. Gregory L. Culver, MD, FAAFP dated February, 13, 2016

**PROPOSED MOTION:**

Move to authorize the professional services contract No. 221998 with Dr. Gregory L Culver MD, FAAFP for Medical Director Services for the Kodiak Fire Department in the amount of \$25,000 a year for two-years with an option to extend, and authorize the City Manager to execute the necessary documents for the City.

**PROFESSIONAL SERVICES CONTRACT No. 221998  
EMS MEDICAL DIRECTOR**

THIS AGREEMENT is made and entered into as of 1 March, 2016 by and between the City of Kodiak ("City") and Gregory L. Culver, MD, whose address is P.O. Box 933 Kodiak, AK 99615 ("Consultant").

**RECITALS**

WHEREAS, City provides emergency medical services for members of the public; and

WHEREAS, The State of Alaska Department of Health and Human Services regulates the provision of emergency medical care in the State and requires that a physician medical director supervise employees of the City providing emergency medical services; and

WHEREAS, Consultant is licensed and authorized to engage in the practice of emergency medicine as a physician in the State of Alaska and desires to provide medical direction to the City's emergency medical workforce; and

WHEREAS, City wishes to engage Consultant to provide medical direction to EMS personnel of the City's Fire Department, including but not limited to, developing standing orders, and ensuring proper supervision and training of the City's emergency medical workforce, in compliance with all applicable laws related thereto;

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties herein set forth it is agreed by and between the parties hereto as follows:

1. Scope of Work. City engages Consultant as its EMS Medical Director, and Consultant accepts such engagement to render services in a manner consistent with the regulations governing physician medical directors in the State of Alaska, in accordance with the applicable canons of professional ethics, and as otherwise required under Alaska law, including, but not limited to the following:
  - (a) Consultant shall serve as designated EMS Medical Director for the City of Kodiak Fire Department and all EMS personnel shall operate under Consultant's license;
  - (b) Consultant shall be knowledgeable in the laws and regulations affecting the EMS service, the practice of EMTs, the training and continuing education requirements of field personnel, and the methods of quality assurance of pre-hospital care;
  - (c) Consultant shall develop and implement written treatment and ambulance protocols, scope of practice, and standing orders for the City's EMS personnel;
  - (d) Consultant shall review and approve the medical training standards and continuing medical education for all City EMS personnel supervised;
  - (e) Consultant shall review each EMS response no less frequently than biweekly, to ensure compliance with standing orders, to verify that documentation is adequate and to feed information back into the training process;



- (f) Consultant shall create a continuous quality improvement program for the City Fire Department's EMS service;
  - (g) Consultant shall serve as liaison between the City Fire Department and Providence Kodiak Island Medical Center Emergency Department, other health care providers in the community, and the Alaska Department of Health and Human Services;
  - (h) Consultant shall advise the Fire Chief in the certification and decertification of EMS personnel;
  - (i) Consultant shall have authority on written notice to the Fire Chief to exclude any employee of the City Fire Department from providing EMS service for cause. Such notification shall be consistent with any requirements of the personnel policies of the City and applicable grievance procedures;
  - (j) Consultant shall have authority to require specific action be taken by the EMS service to correct deficiencies noted in the continuous quality improvement process or violations of pertinent laws and regulations relating to emergency medical services, equipment, personnel, policy or procedure; and
  - (k) Consultant shall remain current on EMS trends and innovations that pertain to EMS services.
2. Remuneration. City shall pay to the Consultant in full payment for all services rendered an amount not to exceed \$25,000.00 per fiscal year, payable in quarterly installments. Equal quarterly payments (\$ 6250.00) will be paid at the beginning of each quarter.
  3. Term. This Agreement shall become effective on the Effective Date, and shall terminate two years later, unless terminated earlier pursuant to Paragraph 4. The term of the Agreement may be extended upon mutual written agreement of the parties.
  4. Termination. This Agreement may be terminated by either of the parties at will upon sixty (60) days written notice.
  5. Relationship of Parties. The Consultant is an independent contractor performing professional services for the City, and is not a City employee. As such, Consultant shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of City. Consultant will not be entitled to workers' compensation, retirement or other benefits afforded to employees of City.
  6. Malpractice Insurance. City shall purchase and maintain professional liability insurance for Consultant, which will cover professional acts and omissions commencing with the Effective Date through termination of this Agreement in connection with emergency medical services while providing advice to paramedics while performing services in the field.
  7. Qualifications. Consultant represents and warrants that he is currently duly licensed as a physician in the State of Alaska, and has completed all orientation and training required to serve as a physician medical director. Consultant agrees to maintain said license and credentials in good standing during the term of this Agreement. Consultant agrees to comply with applicable federal, state, and municipal statutes or ordinances, including, without

limitation, all licensing requirements and other applicable rules and regulations of governmental agencies regulating Consultant's profession, and applicable ethical standards. Consultant shall not conduct himself in a manner that would reflect adversely upon or injure City's reputation.

8. Privacy. City is a hybrid "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, Pub.L. 111-5 ("HITECH") and the rules and regulations promulgated under such laws, as amended. Consultant agrees to carry out his responsibilities as a "covered entity" under this Agreement in accordance with such covered entity status. Consultant agrees at all times to use and disclose patients' Protected Health Information for treatment, payment and operations, in compliance with HIPAA and HITECH, and any applicable City policies and procedures regarding same.
9. Fees for Emergency Medical Services Property of City. All fees or other income attributable to Consultant's professional services to members of the public during the term of this Agreement shall belong to the City.
10. Assignment Prohibited. This Agreement is personal to each of the parties and neither party may assign, delegate or subcontract any of its rights or obligations without first obtaining the written consent of the other party.
11. Severability. If any provision in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
12. Complete Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. This Agreement may be executed in separate parts.
13. Governing Law. This Agreement shall be controlled by the laws of the State of Alaska. The parties hereby irrevocably and unconditionally agree to submit any legal action or proceeding relating to this Agreement to the non-exclusive general jurisdiction of the courts of the State of Alaska located in the Third Judicial District at Anchorage and, in any such action or proceeding, consent to jurisdiction in such courts and waive any objection to the venue in any such court.

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

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Gregory L. Culver, MD

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Aimee Kniazowski,  
City Manager,  
City of Kodiak

**Attest:**

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City Clerk

Fire Chief @ City of Kodiak Fire Department

City Manager @ City of Kodiak

Kodiak, Alaska

13 February 2016

To all,

Please allow this letter to serve as notice of intent to submit my candidacy for the position of physician Medical Director for the City of Kodiak Fire Department. I understand this opportunity encompasses EMS medical direction as well as consultant functions as reviewed previously. As per our conversations I look forward to continuing the fine work so well accomplished in the past and meeting the coming challenges with enthusiasm.

My curriculum vitae remains on file.

Please let me know of any further assistance I may be in this application process.

Respectfully,

  
Gregory L. Culver, MD, FAAFP

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Mike Tvenge, Deputy City Manager and Kelly Mayes, Finance Director  
**Date:** February 25, 2016

**Agenda Item:** V. f. Appointment of Councilmember to Investment Committee

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**SUMMARY:** The City currently self-manages the City's Financial Investments. These are invested based on the investment policy within the City of Kodiak municipal code at the discretion of the Finance Director. The Finance Director presented to the City Council on February 9, 2016, an overview of the City's investments, investment policy, and returns on investments. The Finance Director suggested that an Investment Committee be formed to oversee the selection of an Investment Advisory and Management Company and, thus, monitor the performance of the company chosen. Earlier in the meeting the Council adopted Resolution No. 2016-09, Authorizing Formation of an Investment Committee. The next step would be to appoint a Councilmember to the committee by motion.

**PREVIOUS COUNCIL ACTION:** Per the City Council work session that occurred on February 9, 2016, one City Councilmember and the Mayor requested that one elected member of the Council serve on the Investment Committee. The Council adopted Resolution No. 2016-09, Authorizing Formation of an Investment Committee earlier in the meeting.

**BACKGROUND:** The Finance Director of the City of Kodiak has managed the City's investment portfolios for many years. Due to a slowly recovering economy, many investments are not providing substantial returns on investments.

**DISCUSSION:** The Finance Director has been researching information regarding Investment Advisory and Management Services. Due to the complexities of selecting an appropriate company to oversee the City's investments, the Finance Director suggested a committee be formed for the selection, and periodic oversight, of the Investment Advisory and Management Company. The City Council agreed that additional solicitation and formal RFP's would provide a greater potential for earning higher returns on City investments. The City Council also suggested that an elected City Councilmember serve on the committee.

**ALTERNATIVES:** There are no alternatives at this time.

**FINANCIAL IMPLICATIONS:** There are no financial implications at this time.

**STAFF RECOMMENDATION:** The City Council acknowledged the benefit of an investment firm and the formation of an Investment Committee. Staff recommends the formation of a City Investment Committee to direct and oversee an Investment Management firm investing public funds.

**DEPUTY CITY MANAGER'S COMMENTS:** Investment of municipal funds, exceeding a minimal dollar amount is best left to a professional financial investment firm. Traditionally, the Finance Director has been tasked with this duty and, frankly, the time and attention required should be shouldered by someone else. As you know, investment firms have multiple staff members and boards looking daily at strategies and risk/return to protect their clients' investments. This decision to move forward with a committee and selection of a financial management firm makes sense. Including an elected official to this committee is understandable and provides additional transparency. Kodiak City Code 3.16.020 states the Finance Director shall be responsible for treasury management, including investment and reinvestment of all City funds. This section may need revision if the Committee becomes responsible for investment of funds. However, the Committee may direct the Finance Director to invest for the Committee. I recommend a legal review as we proceed.

**ATTACHMENTS:**

None

**PROPOSED MOTION:**

Move to appoint \_\_\_\_\_ to the Investment Committee established by Resolution No. 2016-09 to serve until a replacement is appointed.

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# **EXECUTIVE SESSION**

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**MEMORANDUM TO COUNCIL**

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniaziowski, City Manager  
**Thru:** Mike Tvenge, Deputy City Manager   
**Date:** February 25, 2016

**Agenda Item:** X. 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.


FEBRUARY 25, 2016  
Agenda Item X. a. Memo Page 1 of 1

**POTENTIAL ACTION FOLLOWING  
EXECUTIVE SESSION**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Lon White, Harbor Master and Glenn Melvin PE, City Engineer and Mike Tvenge,   
Deputy City Manager  
**Date:** February 25, 2016

**Agenda Item:** **XI. a. Resolution No. 2016–10, Appropriating \$350,000 From the Cargo Terminal Fund to the Cargo Development Capital Project Fund to Pay for Additional Construction and Project Management Services Needed in the Pier III Replacement Project No. 11-07/8024**

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**SUMMARY:** Resolution No. 2016–10 authorizes additional funding for project management and construction services for the Pier III Replacement Project No. 11-07/8024 for the amount of \$350,000. Pacific Pile & Marine’s (PPM) schedule for completion of the project has slipped at least five months causing the need for additional project management, legal, and construction services the City has decided to complete separately from the contract. Remaining contingency funds for the project are not sufficient to cover these additional expenses. Staff recommends approving Resolution No. 2016–10, authorizing additional funding for the Pier III project for the amount of \$350,000, 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.
- October 22, 2015 Council approved Resolution No. 2015–31 appropriating \$ 305,000 in funds from the Cargo Terminal Fund to the Cargo Development Capital Project fund to pay additional Engineering and Project Management services needed in the pier III Replacement Project No. 11-07/8024

**DISCUSSION:** Additional management services are required as we bring this project to closure and settlement. 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. PPM’s schedule has continued to slip beyond their contract milestone requirements. Completion is behind schedule by at least five months. ARCADIS 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. In-house or contracted services are anticipated as work has been removed from the project contractor and scheduled to be completed through City staff coordination. Legal costs are anticipated to continue as we determine PPM's claims viability and responsibility.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2016–10, 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 help deliver this critical facility.
- 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, legal, and construction services total \$350,000. These funds are estimated at \$50,878 for the PPM Change order # 012, \$75,000 for ARCADIS project management services, \$ 50,000 for legal services and \$ 75,000 for current construction plans. Additional work such as paving will be included in the spring. 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 \$350,000 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.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2016–10, 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:** I recommend the transfer of funds to the Cargo Capital Project Fund by adopting Resolution No. 2016–10.

**ATTACHMENTS:**

Attachment A: Resolution No. 2016–10

**PROPOSED MOTION:**

Move to adopt Resolution No. 2016–10.

**CITY OF KODIAK  
RESOLUTION NUMBER 2016–10**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK  
APPROPRIATING \$350,000 FROM THE CARGO TERMINAL FUND TO THE  
CARGO DEVELOPMENT CAPITAL PROJECT FUND TO PAY FOR  
ADDITIONAL CONSTRUCTION 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 additional construction elements associated with Project No. 11-07/8024 as a result of that delay and additional attorney fees for responding to contractor claims; 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 2016 Operating Budget is amended by appropriating and transferring \$350,000 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	\$350,000

Transfer to:

<u>Account Description</u>	<u>Amount</u>
Cargo Capital Project Fund–Pier III Construction	\$350,000

Section 2. Additional attorney fees for response to contractor claims are authorized.

Section 3. This resolution shall become effective upon adoption.

CITY OF KODIAK

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MAYOR

ATTEST:

---

CITY CLERK

Adopted:




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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Glenn Melvin, City Engineer ; Lon White, Harbormaster   
 and Mike Tvenge, Deputy City Manager 

**Date:** February 25, 2016

**Agenda Item:** **XI. 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. 7 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 previous amendments. Staff and the City Manager recommend Council authorize Amendment No. 7 to ARCADIS professional services contract to extend Construction Phase Project Management services for the Pier III replacement project in the amount of \$75,000.

**PREVIOUS COUNCIL ACTION:**

- 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
- October 22, 2015, Council authorized Amendment No. 6 to the professional services contract for Pier III project in the amount of \$125,000.

**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 five 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.



Additional management assistance is required for onsite construction, completion of project closeout, transition of the pier from construction to operation, and resolution of financial issues. As previously invoiced, Roe will perform the remaining work on a time and materials basis focusing on coordinating the remaining work with City Administration. The level of funding is based on a moderate level of effort for a three month duration.

**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. 2016-10.

**STAFF RECOMMENDATION:** Staff recommends authorization of Amendment No. 7 to ARCADIS professional services contract to extend Construction Phase Project Management services for Pier III Replacement.

**DEPUTY CITY MANAGER'S RECOMMENDATION AND COMMENTS:** City staff and administration will continue to work with ARCADIS US Inc. to close out this project. I recommend we approve Amendment No. 7 to continue the final management negotiations.

**ATTACHMENT:**

Attachment A: ARCADIS memo dated February 15, 2016

**PROPOSED MOTION:**

Move to authorize Amendment No. 7 to the professional services contract with ARCADIS US Inc. in an amount not-to-exceed \$75,000 for project management services, Project No. 11-07/8024, with funds from the Cargo Development Capital Project Fund and authorize the City Manger to execute the documents on behalf of the City.

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

Arcadis U.S., Inc.  
880 H Street  
Suite 101  
Anchorage  
Alaska 99501  
Tel 907 276 8095  
Fax 907 276 8609  
[www.arcadis.com](http://www.arcadis.com)

Subject:  
City of Kodiak - Pier 3 Replacement  
Project Management Services During Construction - Amendment 7

Date:  
February 15, 2016

Dear Aimee:

Contact:  
Roe Sturgulewski

This letter is to request a \$75,000 contract amendment to provide continued project management services for the new Kodiak Pier 3 facility.

Email:  
[roe.sturgulewski@arcadis.com](mailto:roe.sturgulewski@arcadis.com)

Additional management assistance is required for a number of coordination activities including completion of the onsite construction, completion of project closeout, transition of the pier from construction to operations and resolution of financial issues. The remaining efforts will be performed on a time and materials basis with the level of effort on the remaining elements coordinated with the City Administration. The level of funding is a time and material allowance based on a moderate level of effort over a 3 month duration.

Our ref:  
AE122600

The Kodiak Pier 3 upgrade is an important infrastructure project for the City of Kodiak and we have appreciated the opportunity to help deliver this critical facility.

Please don't hesitate to contact me if you have any questions or desire additional information.

Sincerely,



Roe Sturgulewski  
Alaska Operations Leader

(This page left intentionally blank.)

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## MEMORANDUM TO COUNCIL

---

**To:** Mayor Branson and City Councilmembers

**From:** Aimée Kniaziowski, City Manager

**Thru:** Glenn Melvin, City Engineer; Lon White, Harbormaster  
and Mike Tvenge, Deputy City Manager

**Date:** February 25, 2016

**Agenda Item:** XI. c. Authorization of Change Order No. 12 With Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024

---

**SUMMARY:** This memo recommends authorization of Change Order No. 12 to Pacific Pile and Marine LP (PPM) in the amount of \$50,878. This change order reflects a combination of additions and deletions implemented during construction. Staff and the City Manager recommend Council approve Change Order No. 12 to Pacific Pile and Marine, LP.

**PREVIOUS COUNCIL ACTION:**

- Change Order Nos. 1 through 6 were executed by the City Manager as authorized per KCC 2.08.060(f) and 3.12.020.
- Change Order No. 7 was approved by Council at the January 22, 2015, meeting.
- Change Order No. 8 (Global Settlement) was approved at the March 19, 2015 meeting.
- Change Order Nos. 9 through 11 were executed by the City Manager as authorized per KCC 2.08.060(f) and 3.12.020.

**DISCUSSION:** This Change Order resolves a number of issues including:

- Work Change Directive #008 - Modify Existing Catwalk (-\$300). This was a value engineering item implemented to reduce costs associated with connecting the old and new docks.
- Work Change Directive #013 - Replace Asphalt with D-1 adjacent to Trench Drain (-\$35,411). This defers placement of asphalt between the pier and trench drain. It removed weather critical work from PPM's apparent critical path and improved long term project quality by allowing additional time for settlement of fill behind the dock.
- Work Change Directive #014R2 - Modify South Paving and Reconstruction (-\$26,132). This is a value engineering item that also removed weather critical work from PPM's apparent critical path.
- Delete asphalt striping (-\$3,000). This work was weather sensitive and not completed in 2015. The work is deferred to this summer.
- Reimburse City for ¼ of the cost to remove grout under the crane rail (-\$2,311). This reflects a negotiated cost sharing that will improve long term operability of the structure.

**ALTERNATIVES:**

- 1) Authorize Change Order No. 12 as recommended by staff and the project manager. Authorization will allow the project to move towards completion in a positive manner.
- 2) Delay or do not authorize the change order, which is not recommended, as that decision would adversely impact project success.

**FINANCIAL IMPLICATIONS:** Funding for Change Order No. 12 is being implemented through Resolution No. 2016–10.

**STAFF RECOMMENDATION:** Staff and the project manager recommend authorization of Change Order No. 12 to Pacific Pile and Marine in the amount of \$50,878 with funds coming from the Cargo Development Capital Project Fund Pier III Replacement Project No. 11-07/8024.

**CITY MANAGER’S RECOMMENDATION AND COMMENTS:** This change order contains information that Glenn Melvin, Lon White, and Roe Sturgulewski explained at the executive session. I support the recommendations from staff and the project manager to pay these items from the project contingency fund and recommend Council to approve the change order.

**DEPUTY CITY MANAGER RECOMMENDATION AND COMMENTS:** Project Manager Roe Sturgulewski has identified these legitimate expenses, and I support his recommendation.

**ATTACHMENTS:**

- Attachment A: Change Order No. 12
- Attachment B: Arcadis Memorandum dated February 15, 2016
- Attachment C: Change Order No. 12 Backup Documents

**PROPOSED MOTION:**

Move to authorize Change Order No. 12 to Pacific Pile and Marine in the amount of \$50,878 for the Pier III replacement project with funds coming from the Cargo Development Capital Project Fund, Pier III Replacement, Project No. 11-07/8024, and authorize the City Manager to execute the documents on behalf of the City.



CITY OF KODIAK  
CHANGE ORDER

Attachment A

CHANGE ORDER NO.: 12  
DATE: 2/15/16

NAME OF PROJECT: Kodiak Pier III Replacement

PROJECT NO.: 11-07/8024

CONTRACTOR: Pacific Pile & Marine, LP

The following changes are hereby made to the CONTRACT DOCUMENTS:


- |   |            |
|---|------------|
| 1. WCD #008 – Modify Existing Catwalk Demotion and Salvage Plan | <\$300>    |
| 2. WCD #010 – Add Fill Under Subcap A and Add Plywood Backers   | \$12,507   |
| 3. WCD #013 – Replace Asphalt with D1 Adjacent to Trench Drain  | <\$35,411> |
| 4. WCD #014R2 – Modify South Paving and Reconstruction          | <\$26,132> |
| 5. Delete Asphalt Striping                                      | <\$3,000>  |
| 6. Reimburse City for ¼ of the Cost to Remove Grout Under Crane | <\$2,311>  |
| 7. Increase Classified Material, Type A by 2345 CY              | \$105,525  |

Total: \$50,878

Justification: Items 1-4 reflect modifications implemented during construction. Item 5 is weather dependent and will be performed by the City. Item 6 reflects an agreed upon cost sharing. Item 7 increases unit quantities of Type A material by 1500 CY.

Attachments: WCD #008 – Modify Existing Catwalk Demotion and Salvage Plan  
WCD #010 – Add Fill Under Subcap A and Add Plywood Backers  
WCD #013 – Replace Asphalt with D1 Adjacent to Trench Drain  
WCD #014R2 – Modify South Paving and Reconstruction  
Belarde Invoice 1870, Dated 1/20/16

Original CONTRACT PRICE: \$25,841,720.00  
The CONTRACT PRICE from prior CHANGE ORDERS: \$28,863,431.28  
The CONTRACT PRICE due to this CHANGE ORDER will increase: \$50,878.00  
The new CONTRACT PRICE including this CHANGE ORDER: \$28,914,309.28  
Except those provisions inclusive to this Change Order, all other terms and conditions of the Contract remain in effect.

Requested by City Engineer 

Approved by Department Head \_\_\_\_\_

Ordered by City Manager\* \_\_\_\_\_

Accepted by Contractor \_\_\_\_\_

\* City Manager Authorized Per City Code, 2.08.060 (f) and 3.12.020.

 **ARCADIS** Memorandum

**TO:** Aimee Kniazowski  
**FROM:** Roe Sturgulewski  
**DATE:** February 15, 2016  
**RE:** Pier III PPM Change Order #012  
Recommendation for Approval

---

This is to recommend approval of Change Order #012 to Pacific Pile & Marine, LP in the amount of \$50,878. A copy of Change Order #012 is attached. The Change Order reflects a combination of additions and deletions implemented during construction.

The largest additive amount (\$105,525) is for reconciliation of the unit price material quantities for the classified Type A and B fill materials that were used in construction of the bulkhead and other upland areas. The other additive element was Work Change Directive #010 Add Fill Under Subcap A and Add Plywood Backers (\$12,507). This was implemented to minimize potential long term erosional impacts behind the pier structure.

The remaining elements are credits implemented during construction.

- Work Change Directive #008 - Modify Existing Catwalk (-\$300)

This was a value engineering item implemented to reduce costs associated with connecting the old and new piers.

- Work Change Directive #013 - Replace Asphalt with D1 Adjacent to Trench Drain (-\$35,411)

This defers placement of asphalt adjacent to the pier. It removed weather critical work from PPM's apparent critical path and improved long term project quality by allowing additional time for settlement of the fill behind the pier.

- Work Change Directive #014R2 - Modify South Paving and Reconstruction (-\$26,132)

This is a value engineering item that also removed weather critical work from PPM's apparent critical path.

- Delete asphalt striping (-\$3,000)

This work was weather sensitive and not completed in 2015.

- Reimburse City for ¼ of the cost to remove grout under the crane (-\$2,311)

This reflects a negotiated cost sharing that will improve long term operability of the structure.

Please contact me at 907.343.3013 if you have any questions.

**WORK CHANGE DIRECTIVE**

No. 008

DATE OF ISSUANCE: 06/10/2015 EFFECTIVE DATE: 06/10/2015

**OWNER:** City of Kodiak  
**CONTRACTOR:** Pacific Pile & Marine, LP  
**Contract:** COK PN 11-07/8024  
**Project:** Kodiak Pier III

You are directed to proceed promptly with the following change(s):  
Modify demolition and salvage plan of existing catwalk shown on Sheet 1.6.

Attachments (list documents supporting change):  
Marked Up Civil/ Structural Demolition Plan Sheet 1.6 Dated 6/10/15.

IF OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
  - Lump Sum
- Cost of the Work \$

Estimated increase (decrease) in Contract Price: \$ To be determined.

Estimated increase (decrease) in Contract Times: No change.

When signed by the Engineer/Owner's Representative and received by the Contractor, this document becomes effective IMMEDIATELY as a Work Change Directive (WCD), and the Contractor shall proceed with the change(s) described above.

ISSUED:

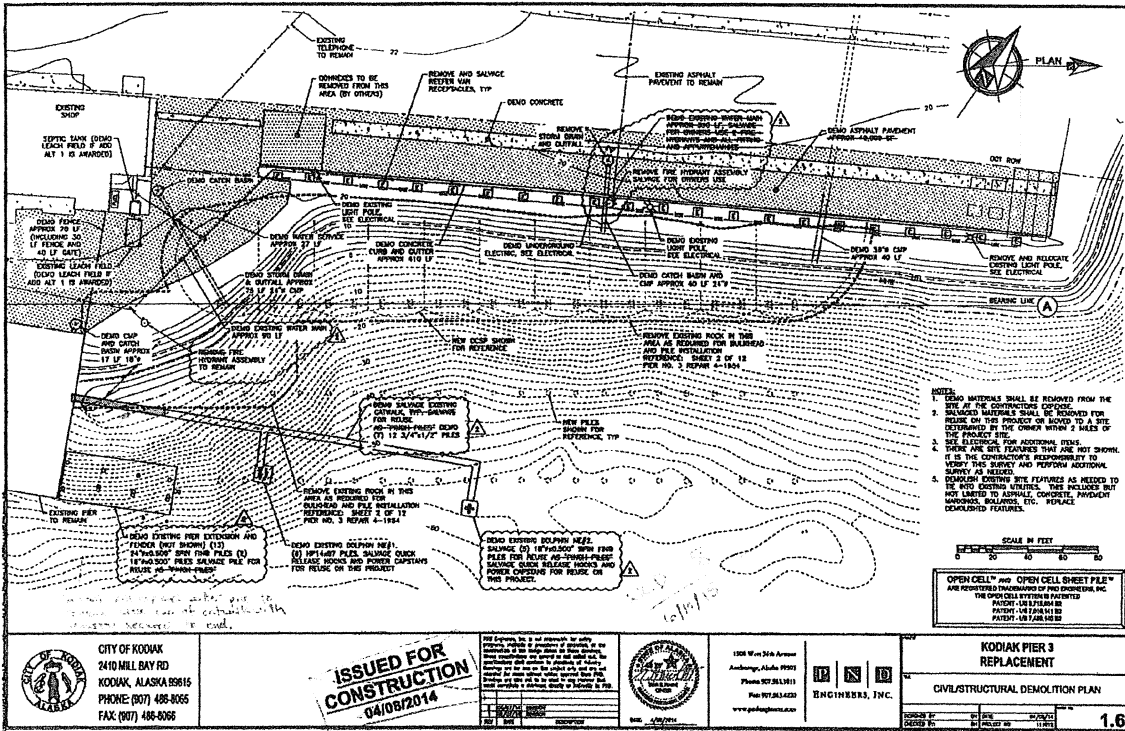
ARCADIS-US, INC.

ENGINEER/OWNER'S REPRESENTATIVE

By: Roe Sturgulewski

Roe Sturgulewski





**CITY OF KODIAK**  
 2410 MILL BAY RD  
 KODIAK, ALASKA 99915  
 PHONE: (907) 498-8066  
 FAX: (907) 498-8066

**ISSUED FOR CONSTRUCTION**  
 04/08/2014

100 West 24th Avenue  
 Anchorage, Alaska 99501  
 Phone: 907.261.8111  
 Fax: 907.261.4233  
 www.pedagogy.com

**ENGINEERS, INC.**

**KODIAK PIER 3 REPLACEMENT**  
 CIVIL/STRUCTURAL DEMOLITION PLAN  
 SHEET 1.6

**WORK CHANGE DIRECTIVE**

No.: 010

DATE OF ISSUANCE: 08/05/2015 EFFECTIVE DATE: 08/05/2015

OWNER: City of Kodiak  
CONTRACTOR: Pacific Pile & Marine, LP  
Contract: COK PN 11-07/8024  
Project: Kodiak Pier III

You are directed to proceed promptly with the following change(s):

1. Pushing fill beneath the subcap as much as practicable
  - a. Working with on-site Engineer and City representatives to develop the best method of filling beneath the caps
2. Installation of 3/4" X 16" ground contact treated plywood against the back of the subcaps between the Row A subcap as show in the attached drawings
3. Future installation of 50 lb. sand bags and wave guard on the sea side of the Row A subcap over top of the rat slab is not part of this WCD

Attachments (list documents supporting change):

Pile Cap Grid A at Intermediate W36 Sheet Dated 8/5/15. Framing Plan Sheet 3.1 Dated 8/5/15.

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices  
 Lump Sum

Cost of the Work \$

Estimated increase (decrease) in Contract Price: \$ TBD.

Estimated increase (decrease) in Contract Times: No change.

When signed by the Engineer/Owner's Representative and received by the Contractor, this document becomes effective IMMEDIATELY as a Work Change Directive (WCD), and the Contractor shall proceed with the change(s) described above.

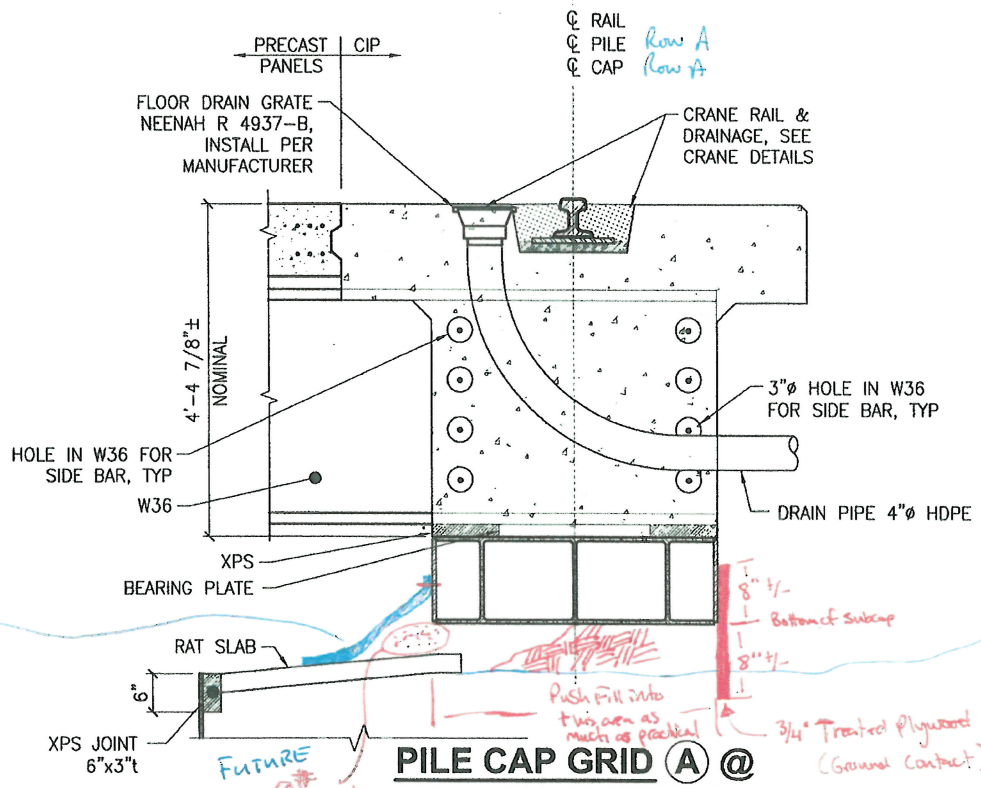
ISSUED:  
ARCADIS-US, INC.

ENGINEER/OWNER'S REPRESENTATIVE

By: 

Rob Sturgulewski

Sketch 1



Future wave  
above attached  
to subcap

**NOTES:**

1. STUDS ON SUBCAP NOT SHOWN FOR CLARITY.
2. SEE CRANE DETAILS FOR REINFORCEMENT AT TIE-DOWN AND STOWAGE PIN LOCATIONS.

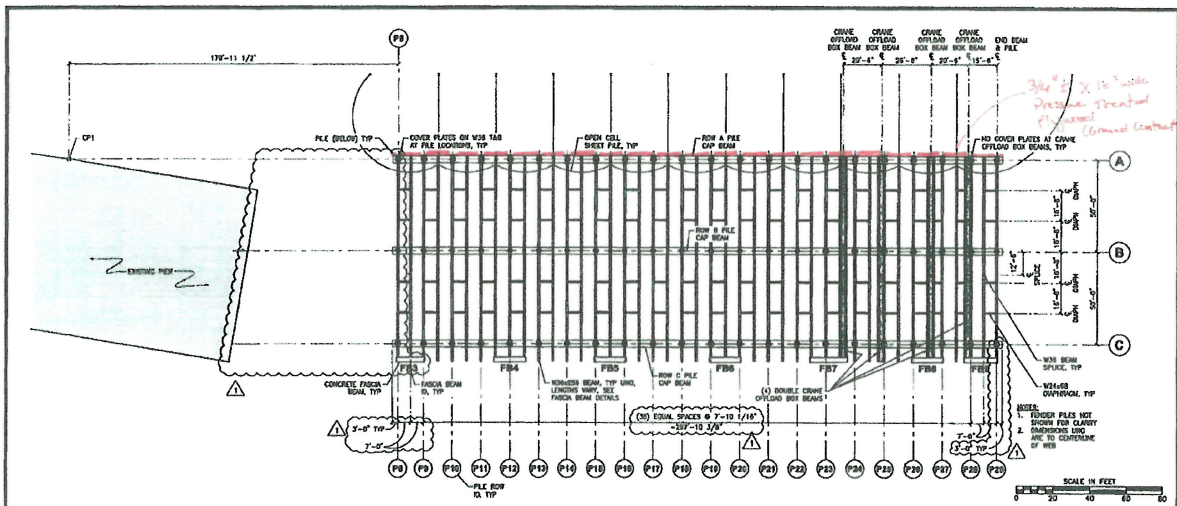
**PILE CAP GRID (A) @  
INTERMEDIATE W36**

NTS

SEE PILE CAP GRID (A) TYPICAL REINFORCING FOR ADDITIONAL REINFORCING NOT SHOWN

WCD-10

SA  
8/5/15



Sketch 2  
 WCD-10  
 BH  
 9/5/15

OPEN CELL™ and OPEN CELL SHEET PILE™  
 ARE REGISTERED TRADEMARKS OF AND ENGINEERS, INC.  
 THE OPEN CELL SYSTEM IS PATENTED  
 PATENT - US 8,716,884 B2  
 PATENT - US 7,816,841 B2  
 PATENT - US 7,486,148 B2

CITY OF KODIAK  
 2410 MILL BAY RD  
 KODIAK, ALASKA 99615  
 PHONE: (907) 498-8066  
 FAX: (907) 498-8068

**ISSUED FOR CONSTRUCTION**  
 04/08/2014

FOR EXPLANATION, SEE THE REVISIONS TO THE SAFETY AND SOUNDNESS OF THE STRUCTURE OF THE PIER. THE DESIGNER HAS REVIEWED THE REVISIONS AND HAS DETERMINED THAT THE STRUCTURE WILL REMAIN SAFE AND SOUND UNDER THE ASSUMED LOADS AND CONDITIONS. THE DESIGNER HAS REVIEWED THE REVISIONS AND HAS DETERMINED THAT THE STRUCTURE WILL REMAIN SAFE AND SOUND UNDER THE ASSUMED LOADS AND CONDITIONS.



1330 West 24th Avenue  
 Anchorage, Alaska 99503  
 Phone: 907.561.6511  
 Fax: 907.561.6520  
 www.pudag.com



<b>KODIAK PIER 3 REPLACEMENT</b>	
FRAMING PLAN	
DESIGNED BY	DATE
CHECKED BY	DATE
<b>3.1</b>	

**WORK CHANGE DIRECTIVE**

No.: 013

DATE OF ISSUANCE: 10/06/2015 EFFECTIVE DATE: 10/6/2015

OWNER: City of Kodiak  
CONTRACTOR: Pacific Pile & Marine, LP  
Contract: COK PN 11-07/8024  
Project: Kodiak Pier III

You are directed to proceed promptly with the following change(s):

1. Replace asphalt with D1 between pier and curb island as show on attached sheet.

Attachments (list documents supporting change):

Sheet 1.4. Redline markup dated 10/6/15.

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices  
 Lump Sum

Cost of the Work \$

Estimated decrease in Contract Price: \$ TBD.

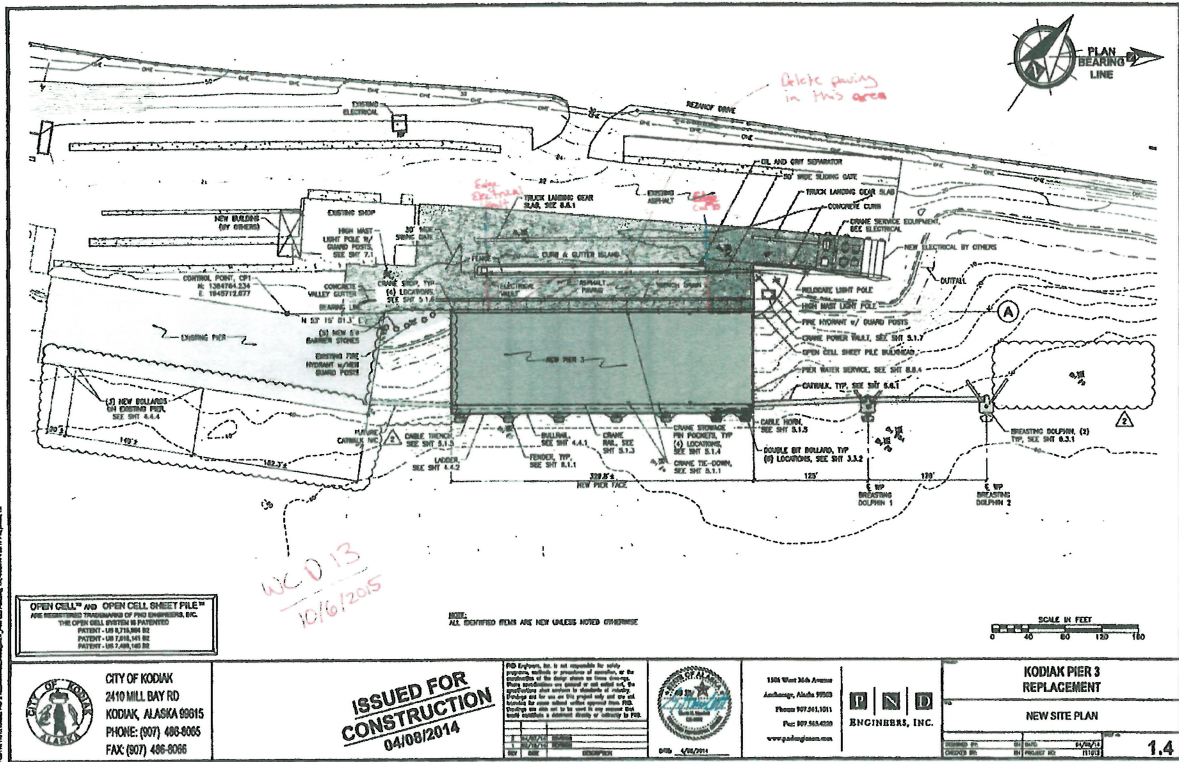
Estimated increase (decrease) in Contract Times: No change.

When signed by the Engineer/Owner's Representative and received by the Contractor, this document becomes effective IMMEDIATELY as a Work Change Directive (WCD), and the Contractor shall proceed with the change(s) described above.

ISSUED:  
ARCADIS-US, INC.  
ENGINEER/OWNER'S REPRESENTATIVE

By: 

Roe Sturgulewski



OPEN CELL™ AND OPEN CELL SHEET PILE™  
 NEW PATENTED TECHNOLOGY OF PND ENGINEERS, INC.  
 THIS OPEN CELL SYSTEM IS PATENTED  
 PATENT - US 8,718,818 B2  
 PATENT - US 8,818,818 B2  
 PATENT - US 8,918,818 B2

NOTE:  
 ALL DIMENSIONS ARE NEW UNLESS NOTED OTHERWISE

SCALE IN FEET  
 0 40 80 120 160

**CITY OF KODIAK**  
 2410 MILL BAY RD  
 KODIAK, ALASKA 99615  
 PHONE: (907) 486-8005  
 FAX: (907) 486-8006

**ISSUED FOR CONSTRUCTION**  
 04/08/2014

PND Systems, Inc. is not responsible for any errors or omissions in this drawing or any other documents. Plans are subject to change without notice. The contractor shall be responsible for verifying all dimensions and conditions in the field. The contractor shall be responsible for obtaining all necessary permits. The contractor shall be responsible for obtaining all necessary insurance. The contractor shall be responsible for obtaining all necessary bonds. The contractor shall be responsible for obtaining all necessary approvals. The contractor shall be responsible for obtaining all necessary clearances. The contractor shall be responsible for obtaining all necessary permits. The contractor shall be responsible for obtaining all necessary approvals. The contractor shall be responsible for obtaining all necessary clearances.



1800 West Main Avenue  
 Anchorage, Alaska 99503  
 Phone 907.263.1011  
 Fax 907.563.6008  
 www.pndengineers.com



<b>KODIAK PIER 3 REPLACEMENT</b>	
NEW SITE PLAN	
DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	1.4

**WORK CHANGE DIRECTIVE**

No. 014R2

DATE OF ISSUANCE: 10/20/2015 EFFECTIVE DATE: 10/16/2015

OWNER: City of Kodiak  
CONTRACTOR: Pacific Pile & Marine, LP  
Contract: COK PN 11-07/8024  
Project: Kodiak Pier III

You are directed to proceed promptly with the following change(s):

- Delete south paving demolition and associated reconstruction as shown on the attached sketch.
- Modify grading and drainage as shown. The rolling gate and associated electrical circuits with concrete cover shall remain in place.

Attachments (list documents supporting change): Sheet 8.2.1 and Sheet 8.2.3 both stamped WCD 014 10/19/15.

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum

Cost of the Work \$26,132.00

Estimated increase (decrease) in Contract Price: \$

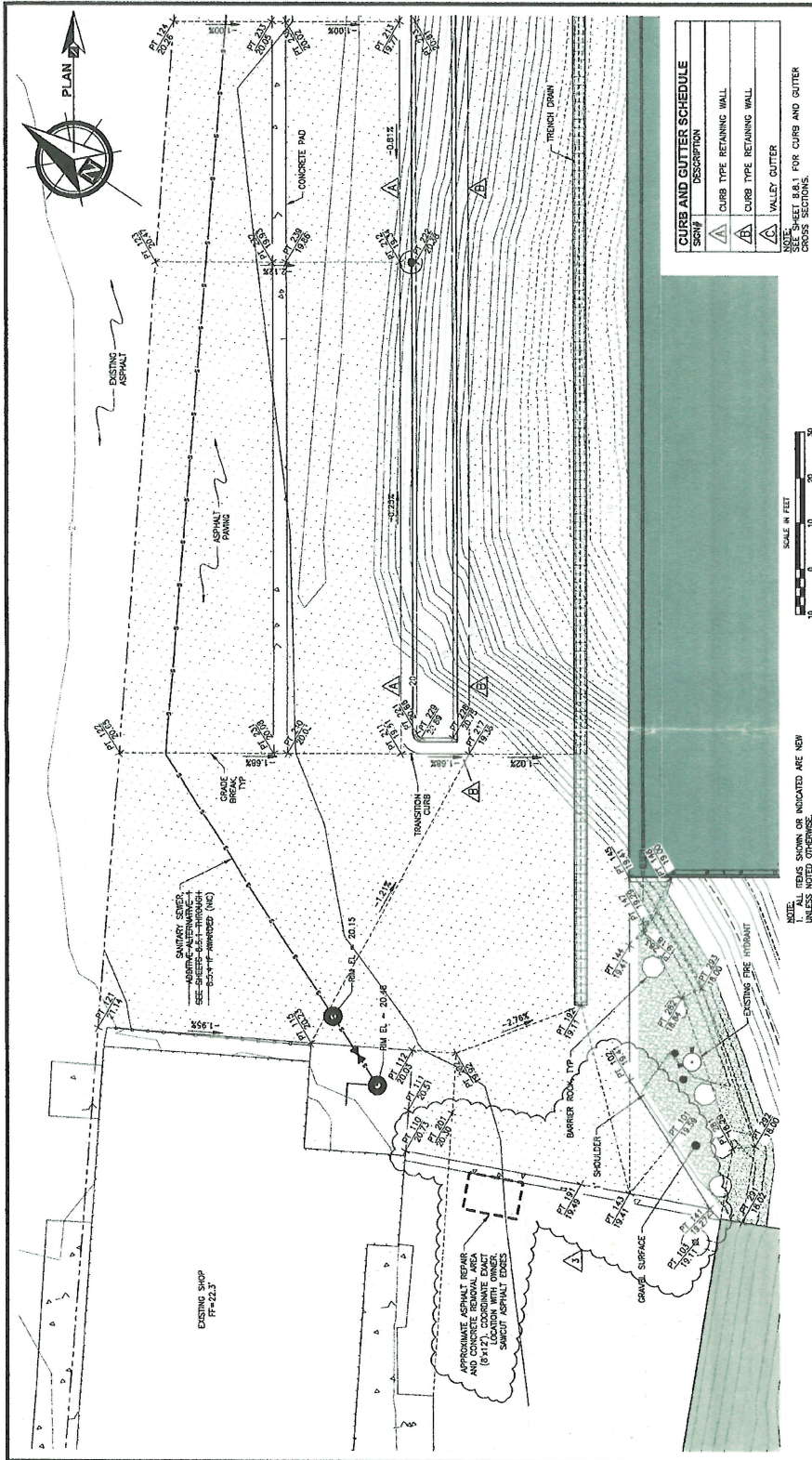
Estimated increase (decrease) in Contract Times: No change.

When signed by the Engineer/Owner's Representative and received by the Contractor, this document becomes effective IMMEDIATELY as a Work Change Directive (WCD), and the Contractor shall proceed with the change(s) described above.

ISSUED:  
ARCADIS-US, INC.

ENGINEER/OWNER'S REPRESENTATIVE

By: *Roe Stargulewski*  
Roe Stargulewski



**CURB AND GUTTER SCHEDULE**

SIGN#	DESCRIPTION
▲	CURB TYPE RETAINING WALL
▲	CURB TYPE RETAINING WALL
▲	VALLEY CUTTER

NOTE: ALL ELEVATIONS INDICATED ARE NEW UNLESS NOTED OTHERWISE.

**KODIAK PIER 3 REPLACEMENT**  
 ENLARGED GRADING PLAN (1 OF 3)

DESIGNED BY: [blank] DATE: 04/26/14  
 CHECKED BY: [blank] PROJECT NO: 111012

SCALE IN FEET: 0 10 20 30

1500 West Main Avenue  
 Anchorage, Alaska 99503  
 Phone: 907.543.1811  
 Fax: 907.543.0200  
 www.pndesigns.com

**P N D ENGINEERS, INC.**

NOTE: ALL ELEVATIONS INDICATED ARE NEW UNLESS NOTED OTHERWISE.

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NO.	DATE	DESCRIPTION
1	10/19/15	WCD 014 - POND, NORTH END
2	10/19/15	WCD 014
3	10/19/15	WCD 014

**WCD 014**  
**10/19/2015**

**CITY OF KODIAK**  
 2410 HILL BAY RD  
 KODIAK, ALASKA 99615  
 PHONE: (907) 486-8065  
 FAX: (907) 486-8066

8.2.1




LAYOUT POINT SCHEDULES				
POINT #	NORTHING	EASTING	ELEVATION (FEET)	DESCRIPTION
253	1385169.29	1946131.73	19.55	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
254	1385191.20	1946070.59	19.88	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
262	1385151.60	1946154.76	18.66	SPOT ELEVATION, FINISH GRADE
263	1385198.21	1946197.08	18.41	SPOT ELEVATION, FINISH GRADE
264	1385172.95	1946222.76	17.75	SPOT ELEVATION, FINISH GRADE
271	1385132.78	1946147.73	19.42	TOP OF AC PAVEMENT
272	1385166.89	1946154.78	19.38	TOP OF AC PAVEMENT
273	1385183.95	1946156.67	19.43	TOP OF AC PAVEMENT
274	1385159.83	1946143.61	19.46	TOP OF AC PAVEMENT
275	1385168.03	1946132.08	19.51	TOP OF AC PAVEMENT
276	1385171.77	1946145.63	19.48	TOP OF AC PAVEMENT
277	1385163.53	1946142.84	19.53	TOP OF AC PAVEMENT
278	1385176.79	1946134.08	19.55	TOP OF AC PAVEMENT
281	1384819.31	1945816.87	18.29	EDGE OF GRAVEL SHOULDER
282	1384848.08	1945835.53	18.84	EDGE OF GRAVEL SHOULDER
283	1384863.16	1945844.98	19.18	EDGE OF GRAVEL SHOULDER
291	1384608.33	1945807.05	18.02	SPOT ELEVATION, MATCH TO EXISTING GRADE
292	1384615.65	1945821.86	18.00	SPOT ELEVATION, MATCH TO EXISTING GRADE
293	1384645.79	1945842.88	18.00	SPOT ELEVATION, MATCH TO EXISTING GRADE

LAYOUT POINT SCHEDULES				
POINT #	NORTHING	EASTING	ELEVATION (FEET)	DESCRIPTION
214	1385065.20	1946028.71	19.37	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
215	1385081.70	1946048.81	19.51	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
216	1385066.08	1946057.79	19.36	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
217	1384917.01	1945853.14	19.35	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
221	1384928.92	1945853.06	20.65	TOP BACK OF CURB
222	1384960.60	1945832.65	20.38	TOP BACK OF CURB
223	1385022.23	1945975.02	20.81	TOP BACK OF CURB
224	1385062.40	1946028.31	20.41	TOP BACK OF CURB
225	1385078.21	1946047.20	20.53	TOP BACK OF CURB
226	1385076.00	1946048.70	20.55	TOP BACK OF CURB
227	1385070.39	1946052.89	20.75	TOP BACK OF CURB
228	1384921.81	1945854.05	20.75	TOP BACK OF CURB
229	1384927.52	1945848.86	20.69	TOP BACK OF CURB
231	1384951.40	1945827.46	20.08	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
232	1385015.77	1945913.85	19.93	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
233	1385047.40	1945958.23	20.05	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
234	1385087.57	1946010.01	19.87	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
235	1385104.07	1946022.11	19.91	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
236	1385101.67	1946033.91	19.97	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
237	1385085.16	1946011.81	19.82	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
238	1385045.00	1945958.02	20.02	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
239	1385013.35	1945915.66	19.86	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
240	1384948.09	1945820.45	20.03	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
251	1385133.75	1946089.00	19.90	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB
252	1385171.83	1946130.14	19.56	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE SLAB

LAYOUT POINT SCHEDULES				
POINT #	NORTHING	EASTING	ELEVATION (FEET)	DESCRIPTION
151	1385028.94	1946116.13	19.41	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
152	1385073.39	1946108.82	19.38	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
153	1385106.35	1946097.20	19.70	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
154	1385110.27	1946094.27	19.74	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
155	138512.86	1946088.43	19.73	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
156	138516.07	1946144.95	19.43	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
157	1385144.45	1946172.20	19.41	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
158	1385159.17	1946159.82	19.16	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
159	1385161.64	1946204.92	18.97	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
160	1385189.57	1946224.47	18.84	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
161	1385071.04	1946117.54	20.89	TOP BACK OF CURB
162	1385079.48	1946117.63	20.88	TOP BACK OF CURB
163	1385108.44	1946090.00	20.98	TOP BACK OF CURB
164	1385109.88	1946092.28	20.77	TOP BACK OF CURB
166	1385144.83	1946146.37	20.47	TOP BACK OF CURB
171	1385054.27	1946122.54	20.00	SPOT ELEVATION, FINISH GRADE
172	1385128.29	1946121.70	20.00	SPOT ELEVATION, FINISH GRADE
184	1385129.26	1946121.37	20.60	TOP BACK OF CURB
191	1384811.25	1945792.60	19.48	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING CONCRETE
192	1384864.68	1945823.87	19.11	FLOWLINE OF VALLEY CUTTER
201	1384873.10	1945788.10	20.30	SPOT ELEVATION, FINISH GRADE
202	1384880.21	1945798.13	19.92	SPOT ELEVATION, FINISH GRADE
211	1384929.03	1945844.36	19.61	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
212	1384985.40	1945930.56	18.34	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER
213	1385025.04	1945973.83	19.77	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE GUTTER

LAYOUT POINT SCHEDULES				
POINT #	NORTHING	EASTING	ELEVATION (FEET)	DESCRIPTION
101	1384851.04	1945811.18	19.59	TOP OF AC PAVEMENT
102	1384846.43	1945817.14	19.41	TOP OF AC PAVEMENT
103	1384813.91	1945797.32	19.11	EXISTING CB RM
110	1384876.39	1945775.36	20.73	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING CONCRETE
111	1384881.27	1945782.83	20.51	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING CONCRETE
112	1384888.32	1945793.90	20.03	TOP OF AC PAVEMENT
115	1384807.11	1945781.78	20.23	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
121	1384845.29	1945766.50	21.14	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
122	1384878.52	1945807.41	20.85	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
123	1385035.23	1945898.57	20.47	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
124	1385084.62	1945943.37	20.26	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
125	1385100.64	1946000.25	20.16	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
126	1385115.44	1946033.02	20.12	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
127	1385125.31	1946039.21	20.08	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
128	1385140.76	1946064.44	19.95	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
129	1385178.15	1946126.21	19.80	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
130	1385204.16	1946169.07	19.42	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
131	1385217.74	1946191.39	19.20	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING AC PAVEMENT
132	1385229.43	1946212.46	18.82	SPOT ELEVATION, FINISH GRADE
141	1384815.06	1945805.22	19.27	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING CONCRETE
143	1384831.64	1945797.34	19.41	TOP OF AC PAVEMENT, MATCH TO TOP OF EXISTING CONCRETE
144	1384864.14	1945840.86	19.41	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE
145	1384873.16	1945852.81	19.41	TOP OF AC PAVEMENT, MATCH TO TOP OF CONCRETE
146	1384885.74	1945867.82	19.00	FLOWLINE OF VALLEY CUTTER, MATCH TO TOP OF CONCRETE
147	1384864.68	1945846.80	19.29	EDGE OF GRAVEL SHOULDER




**CITY OF KODIAK**  
2410 MILL BAY RD  
KODIAK, ALASKA 99615  
PHONE: (907) 486-8065  
FAX: (907) 486-8066

**WCD 014**  
**10/19/2015**

**KODIAK PIER 3 REPLACEMENT**

**ENLARGED GRADING PLAN (8 OF 3)**

DATE: 10/20/14  
DRAWN BY: DJ/STL  
CHECKED BY: BML  
PROJECT NO: 111023  
SHEET NO: **8.2.3**



**ENGINEERS, INC.**  
1506 West Sixth Avenue  
Anchorage, Alaska 99503  
Phone: 907.561.1011  
Fax: 907.565.6203  
www.godengineering.com

Per Schedule No. 1, all dimensions are in feet. The contractor shall be responsible for providing, installing and maintaining all utility markers and for providing all necessary permits for all utility work. The contractor shall be responsible for providing all necessary permits for all utility work. The contractor shall be responsible for providing all necessary permits for all utility work. The contractor shall be responsible for providing all necessary permits for all utility work.



**Invoice**

Date	Invoice #
1/20/2016	1870

<b>Bill To</b> City of Kodiak Harbor Operations 403 Marine Way Kodiak, AK 99615 Attn: Lonnie White
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Description	Qty	Rate	Amount
Kodiak Pier III Saw Cut  Belarde Custom Concrete to Provide Labor, Materials, and Equipment for the following:  Saw Cut & Grind Grout Beneath Crane Area (Appx. 180 (LF) 1'-1/4" deep and 6" wide)	1	9,244.00	9,244.00
<b>Total</b>			<b>\$9,244.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$9,244.00</b>

Phone #	Fax #
907-486-2924	907-481-1035
E-mail	
belarde-custom-concrete@gci.net	

Invoices are due 15 days from the invoice date. A late fee of 2% will be charged every 20 days for any invoices 15 days past due.