

City of Kodiak Regular Council Meeting Agenda for January 12, 2017
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

I. Call to Order/Roll Call	
Invocation/Pledge of Allegiance	
II. Previous Minutes	
Approval of Minutes of the December 8, 2016, Regular Council Meeting.....	1
III. Persons to Be Heard	
a. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
a. Resolution No. 2016–20(SUB), Amending Section 9, Harbor Fees, of the Schedule of Fees, Charges, and Tariffs and Authorizing Implementation of a Five-Year Rate Structure (recommendation to postpone indefinitely)	8
V. New Business	
a. Resolution No. 2017–01, Amending Section 9, Harbor Fees, of the Schedule of Fees, Charges, and Tariffs and Authorizing Implementation of a Five-Year Rate Structure	16
b. Authorization of Consent Agreement Dated October 31, 2016, Between Alaska Wireless Network and AWN Tower Company Pertaining to Pillar Mountain Lease Site No. 9	24
c. Authorization of Design and Bidding of Lift Station 3 and 4 Replacement Project No. 11-06/7509	48
d. Advisory Board Appointments	56
VI. Staff Reports	
a. City Manager	
b. City Clerk	
VII. Mayor’s Comments	
VIII. Council Comments	
IX. Audience Comments (limited to 3 minutes) (486-3231)	
X. Executive Session	
a. Review City Manager’s Employment Contract.....	74
XI. Adjournment	

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, DECEMBER 8, 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 Charles E. Davidson, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present. Councilmembers Laura B. Arboleda and Randall C. Bishop were absent. A quorum was present. Councilmember Bishop arrived at 7:36 p.m. Deputy City Manager Mike Tvenge, Deputy City Clerk Michelle Shuravloff-Nelson, and Assistant Clerk Nanci Sharratt were also present.

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

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the November 10, 2016, regular meeting and November 21, 2016, special meeting as presented.

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

III. PERSONS TO BE HEARD

a. Public Comments

None

IV. UNFINISHED BUSINESS

None

Councilmember Bishop arrived at 7:36 p.m.

V. NEW BUSINESS

a. Resolution No. 2016–42, Adopting a FY2018 State Capital Improvement Program List

Mayor Branson read Resolution No. 2016–42 by title. Council and staff reviewed a draft of the City’s FY2018 state CIP request resolution at their November 8, 2016, work session and again with the City’s state lobbyist, Ray Gillespie, at the December 6, 2016, work session. Ray Gillespie supported the addition of language requesting the capital projects be considered for inclusion with a statewide bond package if the legislature decides to move a capital budget forward for the upcoming fiscal year. Based on Council discussion and the lobbyist’s review, staff prepared the resolution requesting three projects that impact life and safety and support for revenue sharing.

Councilmember Whiddon MOVED to adopt Resolution No. 2016–42.

Councilmember Whiddon MOVED to substitute for the pending resolution, Resolution No. 2016-42(SUB).

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

There was consensus on the main motion.

b. Resolution No. 2016-43, Reallocating Funds Between General Fund Departments to Support the Addition of a Human Resource Manager and a Human Resource Specialist in the Executive Administration Department

Mayor Branson read Resolution No. 2016-43 by title. Resolution No. 2016-43 authorizes the transfer of unused funds from other General Fund departments to cover the costs to hire two human resource (HR) positions in the Executive Administration department in the current fiscal year. The need for professional HR assistance has been known and supported by staff and Council for some time. The passage of the voter initiative, Proposition 1, that placed the City of Kodiak and its employees under the state's Public Employment Relations Act, has resulted in an increased work load that requires the additional positions.

Councilmember Walker MOVED to adopt Resolution No. 2016-43.

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

c. Authorization of Bid Award for Demolition of Old Kodiak Public Library Building in Preparation of a New Fire Station, Project No. 6015/15-06

Project bids were received on November 23, 2016, and publically read at the City Conference Room. The City received eight bids. The bids were reviewed, and B & R Fish By Products Inc. is considered to be the lowest responsible bidder per Kodiak City Code Section 3.12.080.

Councilmember Walker MOVED to authorize the bid award to demolish the Old Library building with B & R Fish By Products Inc. in the amount of \$263,245, with funds coming from the Building Improvement Fund, Demolition of the Old Library building as part of the New Fire Station Project, Project No. 6015/15-06 and authorize the City Manager to execute the documents on behalf of the City.

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

d. Authorization of Purchase of Centrifuge for the Wastewater Treatment Plant, Project No. 7519/17-03

The City's Wastewater Treatment Plant (WWTP) produces approximately 2,000 wet tons of bio-solids annually. The sludge is run through an Andritz belt filter press (belt press), which results in the bio-solids product. The belt press is 24 years old and has been assessed several times in the

last five years. With the City operating the composting facility and the need to rebuild the belt press within a few years, the City requested a proposal from CH2M for design and bidding services for a centrifuge dewatering system. Council authorized the design work with CH2M in September 2016.

Councilmember Whiddon MOVED to approve the purchase of the D4L Centrifuge from Andritz Separation Inc. in the amount of \$390,400, with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No. 7519/17-03.

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

e. Authorization of Purchase of Interpretive Panels

Local historians Anjuli Grantham and Bruce Schactler have designed a series of displays depicting Kodiak's salmon cannery history. These artistic panels include a narrative depiction of the industry. Ms. Grantham and Mr. Schactler have asked the City to purchase, install, and maintain this display for the benefit of the community. Council and the public have seen renditions of the design, and staff recommends Council approve this purchase and installation of Kodiak's salmon history to be placed on the Brechan Building downtown.

Councilmember Davidson MOVED to authorize the purchase and shipment of the interpretive panels in an amount not-to-exceed \$18,000 with funds coming from the General Capital Project Fund, Downtown Revitalization Project, Project No. 4039.

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

f. Election of Deputy Mayor

Under the provisions of City Charter Article II, Section 2, the City Council shall elect one of its members as Deputy Mayor no sooner than thirty days, nor more than sixty days, from the beginning of the newly-elected Councilmembers' terms. The Deputy Mayor serves a one-year term and acts as Mayor in the Mayor's absence. If a vacancy occurs in the office of Mayor, the Deputy Mayor serves until another Mayor is elected by the Council.

Councilmember Whiddon MOVED to elect the Deputy Mayor by a secret vote on paper ballot, provided that the first candidate to receive four affirmative votes be appointed for a one-year term, and further provided that if no candidate receives four affirmative votes in the first ballot, that the applicant with the fewest votes be removed from consideration on subsequent ballots, until a candidate receives four affirmative votes.

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

Councilmember Bishop was elected the Deputy Mayor by secret ballot.

VI. STAFF REPORTS**a. City Manager**

Deputy City Manager Tvenge shared that the wind storm last week resulted in a large amount of damage, which for the most part has been cleaned up. He shared that the new composting facility had damage, which requires the manufacturer to repair, and the manufacturer was in town to complete the work. He shared that City crews are working on snow removal. He informed the public that transporting the snow to a removal site is required now, which will result in delays for snow removal, but crews are working as efficiently as possible to keep streets safe for everyone. He shared that the Harbor office kept boaters updated during the wind storm and assisted the United States Coast Guard in a search and rescue by identifying an unmanned water craft adrift and safely towing it to the harbor. He informed the public that the Library is holding their Seasonal Stories for the Winter Season on December 22, 2016, from 2 p.m. to 3 p.m. and all ages are welcome.

b. City Clerk

Deputy City Clerk Shuravloff-Nelson informed the public of the next scheduled Council work session, regular meeting, joint work session, and the planning session. She reconfirmed that there was consensus among the Council on the main motion for Resolution No. 2016-42 as a specific roll call vote was not taken.

VII. MAYOR'S COMMENTS

Mayor Branson thanked the City, Matson, and KEA for receiving an award from Alaska Municipal League (AML) for a collaborative project on Pier III regarding the largest crane in Alaska, the flywheel, and the new dock. She shared the award is one of three given by AML to municipalities. She shared that the tree lighting ceremony downtown was co-sponsored with the Lions Club. She thanked Anjuli Grantham and Bruce Schactler for the interpretive panel idea that will help improve the downtown area. She shared that the Harbor lights event is being co-sponsored by the City and held at the convention center next Saturday, December 17, 2016, starting at 5 p.m. She wished everyone a Merry Christmas and Happy New Year.

Mayor Branson commented on the Opioid presentation and discussion at the November AML conference. She shared that AML will continue those discussions at its winter meeting in February. She mentioned that SB91 introduced the movement of not putting people in jail for their drug problem, but instead getting them treatment and, unfortunately, Kodiak doesn't have a treatment center. She shared that Commissioner Monegan did a presentation on the SB91 and mentioned that he has been invited to speak in Kodiak, as there is a group in Kodiak concerned about people only getting a slap on their hand. She mentioned that, hopefully, the Commissioner or a representative is able to come and speak, as this is a problem around the state and country.

VIII. COUNCIL COMMENTS

Councilmember Walker wished everyone a Merry Christmas and a Happy New Year.

Councilmember Davidson wished everyone a Merry Christmas and a Happy New Year. He shared an update on his attendance at the National League of Cities (NLC) conference in November, including federal advocacy committee, opioid epidemic, and budgeting. He stated NLC is one national organization that represents municipalities from around the country. He stated he will provide a follow up on the specific meetings he attended. He congratulated Councilmember Saravia as he was selected to serve on the Steering Committee of the small cities Council.

Councilmember Whiddon congratulated Councilmember Bishop on being elected Deputy Mayor. He recognized Councilmember Davidson for his years of service on the Council and his leadership over the years. He shared that tonight is a celebration in Anchorage for the 40-year anniversary of the Magnuson-Stevens Act implementation. He expressed that the changes and benefits to our community have been tremendous, and the community wouldn't be the same without it. He wished everyone a Merry Christmas and a Happy New Year. He thanked staff for their efforts throughout the year.

Councilmember Saravia congratulated Councilmember Bishop for being elected Deputy Mayor. He mentioned to be careful driving as it is dark outside and indicated one child has been hurt. He shared about attending the NLC conference with Councilmember Davidson and mentioned the seriousness of the opioid epidemic across the country. He commented about the need to have seminars in schools as a preventative measure along with providing treatment to individuals instead of putting them in jail.

Councilmember Bishop apologized for being late as he was attending a children's Christmas play. He thanked CHARR for sponsoring a free cab ride home program from various eating and drinking establishments for New Year's Eve. He thanked his fellow colleagues for their confidence. He shared he began serving as a 23 year-old and didn't anticipate participating in public service as a young individual until he became involved in the business world. He expressed that it has been a gratifying experience getting involved in the City and shared that without the motivation and support he probably wouldn't be here today. He wished everyone a Merry Christmas and a happy and prosperous New Year.

IX. AUDIENCE COMMENTS

Mark Smith thanked the Council for the many well wishes for the holidays. He shared the City policy on holidays falling on Sunday being observed on Monday and expressed his concern over the Library being open on the Sunday of Christmas and New Year's.

X. EXECUTIVE SESSION

a. Discussion of Strategies for Potential Collective Bargaining Agreements

Councilmember Walker MOVED 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 the City's strategies for potential collective bargaining agreements.

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

Council entered into Executive Session at 8:17 p.m.

Mayor Branson reconvened the meeting at 9:03 p.m.

XI. ADJOURNMENT

Councilmember Walker MOVED to adjourn the meeting.

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

The meeting adjourned at 9:03 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager *AK*

Thru: Lon White, Harbormaster

Date: January 12, 2017

Agenda Item: IV. a. Resolution No. 2016–20(SUB), Amending Section 9, Harbor Fees, of the Schedule of Fees, Charges, and Tariffs and Authorizing Implementation of a Five-Year Rate Structure

SUMMARY: The Council has received presentations and discussed various scenarios for adopting a five-year rate structure to increase moorage and other harbor services. Resolution No. 2016–20(SUB), which proposed a five-year rate plan to increase moorage and other harbor services 18.5 percent in FY2017 and implement an annual inflationary increase based on Producer Price Index (PPI) each year thereafter, was postponed at the June 23, 2016, meeting. Council voiced a consensus at work sessions to endorse the originally recommended rate structure before it was substituted. To accomplish that in a simple, straight forward manner, staff recommends Council postpone indefinitely Resolution No. 2016–20(SUB). The most recently recommended five-year rate structure will be brought forward under New Business as a new resolution.

PREVIOUS COUNCIL ACTION:

- April 2008, Council approved a five-year rate plan implemented 2004 through 2008.
- March 2011, Council authorized a two percent moorage rate increase.
- February 2012, Council received harbor rate recommendations from Northern Economics based on a rate study they conducted with Council approval. No action was taken at that time, citing the need for more information.
- February 2016, Council authorized Northern Economics to perform an updated Harbor cash flow analysis and rate study.
- June 23, 2016, Council postponed Resolution No. 2016–20(SUB)
- August 9, 2016, work session, Harbormaster White and Finance Director Mayes presented additional rate options to Council.
- September 23, 2016, PHAB reviewed new rate options and moved to stick with original proposal, but delayed to start FY2018 due to poor salmon season in Kodiak in 2016.
- December 6, 2016, work session, Harbormaster White presented an updated rate proposal supported by PHAB, staff, and consultant, delaying original rate proposal to start in FY2018.

LEGAL: KCC 18.28.130 (f) The fees and charges for the use of facilities or services associated with the Kodiak boat harbors, piers and docks shall be established by resolution of the City Council.

STAFF RECOMMENDATION: Staff recommends Council postpone indefinitely Resolution No. 2016–20(SUB) and adopt a new resolution under New Business.

CITY MANAGER’S COMMENTS: We feel it’s easier to postpone this resolution indefinitely (kill it) rather than to rewrite it/amend it again because it went through several iterations and many discussions of other possible changes. This will allow Council to adopt the version that was supported by the Port & Harbor Advisory Board and by Council under New Business.

ATTACHMENT:

Attachment A: Resolution No. 2016–20(SUB)

PROPOSED MOTION:

Move to postpone indefinitely Resolution No. 2016–20(SUB).

**CITY OF KODIAK
RESOLUTION NUMBER 2016–20(SUB)**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTION 9, HARBOR FEES, OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS AND AUTHORIZING IMPLEMENTATION OF A FIVE-YEAR RATE STRUCTURE

WHEREAS, existing harbor fees are insufficient to fund harbor facilities replacement and maintenance costs; and

WHEREAS, Northern Economics conducted a rate study and cash flow analysis for moorage rates and other boat harbor services recommending an 18.5 percent increase the first year and annual inflation-based adjustments based on the Producer Price Index (PPI) for the subsequent four years, which have averaged approximately 2.8 percent per year; and

WHEREAS, the Port and Harbors Advisory Board endorsed the five-year harbor rate structure proposed by Northern Economics to increase the revenues needed for maintenance of harbor facilities; and

WHEREAS, the Council of the City of Kodiak desires to distribute the recommended increases equally over five years at 6 percent per year to minimize the impact to users; and

WHEREAS, the Council of the City of Kodiak desires to amend harbor fees in Section 9 of the City’s Schedule of Fees, Charges, and Tariffs to sufficiently fund facilities replacement and maintenance costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Section 9 of the City’s Schedule of Fees, Charges, and Tariffs herein are amended for FY2017 through FY2021 as follows:

Harbor Fee Schedule

July 1, 2016, through June 30, 2021

Section 9	Harbor A day is defined as a calendar day, midnight to midnight or portion thereof.	Current Rates					7/1/18 FY19	7/1/19 FY20	7/1/20 FY21
		FY16	7/1/16 FY17	7/1/17 FY18	7/1/18 FY19	7/1/19 FY20			
9.1	Disposal								
9.1.1	Drums, each 55 gallon	20.00	21.20	22.40	23.60	24.80	26.00		
9.1.2	Containment boom, per foot, per day, plus labor	0.50	0.53	0.56	0.59	0.62	0.65		
9.1.3	Sorbent pads and boom	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%		
9.1.4	Petroleum products and bilge waste, per gallon								
9.1.4.1	Used oil.....	1.00	1.06	1.12	1.18	1.24	1.30		
9.1.4.2.	Oily bilge water, vessels under 400 gross tons.....	2.25	2.40	2.52	2.66	2.79	2.93		
9.1.4.3.	Oily bilge water, vessels over 400 gross tons.....	4.25	4.50	4.76	5.02	5.27	5.53		
9.1.4.4.	Testing and other necessary services	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%		
9.2	Dry Storage <i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>								
9.2.1	Daily, per square foot.....	0.03	0.04	0.04	0.04	0.04	0.04		
9.2.2	Weekly, per square foot	0.12	0.13	0.14	0.14	0.15	0.16		
9.2.3.	Monthly, per square foot.....	0.40	0.45	0.46	0.47	0.50	0.52		
9.2.4	Annual, per square foot.....	1.20	1.30	1.34	1.42	1.49	1.56		
9.2.5	Impounded vessels: cost of labor, equipment, and storage	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%		
9.3	Electric Service, temporary, per day								
9.3.1	120-volt single-phase or actual KWH cost, whichever is greater	15.00	16.00	16.80	17.70	18.60	19.50		
9.3.2	208-volt single-phase or actual KWH cost, whichever is greater	35.00	37.00	39.20	41.30	43.40	45.50		
9.3.3	208-volt three-phase or actual KWH cost, whichever is greater	40.00	42.50	44.80	47.20	49.60	52.00		
9.3.4	Electric cord rental, per day								
	30-amp 120-volt twist lock cords	5.00	5.50	5.60	5.90	6.20	6.50		
9.3.5	Electric plug rental, per day								
	30-amp twist lock GFI to 20-amp straight blade	5.00	5.50	5.60	5.90	6.20	6.50		

	Current Rates	7/1/16	7/1/17	7/1/18	7/1/19	7/1/20
208 single phase to 30-amp twist lock.....	10.00	10.75	11.20	11.80	12.40	13.00
208 three phase to 208 single phase	15.00	16.00	16.80	17.70	18.60	19.50
9.4 Tidal Grid, per foot, per tide.....	2.00	2.12	2.24	2.36	2.48	2.60
9.5 Services and equipment rental						
9.5.1 Backhoe/loader, with operator, per 1/2 hour.....	75.00	80.00	84.00	88.50	93.00	97.50
9.5.2 Fork Lift						
9.5.2.1 4-ton, with operator, per 1/2 hour	75.00	80.00	84.00	88.50	93.00	97.50
9.5.3 Labor and Materials						
9.5.3.1 City employees, straight time, per hour	65.00	69.00	72.80	76.70	80.60	84.50
9.5.3.2 City employees, overtime, per hour.....	90.00	95.00	100.80	106.20	111.60	117.00
9.5.3.3 Non-City labor and miscellaneous materials.....	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%
9.5.4 Pumps						
9.5.4.1 Dewatering, electric, per day	30.00	32.00	33.60	35.40	37.20	39.00
9.5.4.2 Dewatering, electric, per week	120.00	127.00	134.40	141.60	148.80	156.00
9.5.4.3 Dewatering, electric, per month.....	300.00	318.00	336.00	354.00	372.00	390.00
9.5.4.4 Dewatering gasoline, per day.....	50.00	53.00	56.00	59.00	62.00	65.00
9.5.4.5 Sewage, vessel or RV pump-out, per use	10.00	10.75	11.20	11.80	12.40	13.00
9.5.5 Tanker, used oil, with operator, per hour	130.00	138.00	145.60	153.40	161.20	169.00
9.5.6 Vessel, with operator, per hour.....	115.00	122.00	128.80	135.70	142.60	149.50
9.6 Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)						
9.6.1 • Vessels 80' and under.....	1.50	1.60	1.68	1.77	1.86	1.95
9.6.2 • Vessels 81' and over.....	1.75	1.90	1.96	2.07	2.17	2.28
9.7 Moorage, exclusive, annual						
• Excludes Dock 1, Oscar's Dock, Piers 1, 2, & 3						
• Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free. Dockage fees do not apply to the moorage ceiling.						
• Moorage is calculated depending upon vessel length: Length x rate per linear foot.						
• Length = length of vessel, including all fixed protruberances or length of slip, whichever is greater.						
• Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.						
• 20% surcharge for vessels wider than 80% of the slip water space						
• 50% surcharge for vessels wider than 100% of the slip water space						
9.7.1 0 to 20 feet.....	30.00	31.80	33.60	35.40	37.20	39.00

		Current Rates	7/1/16	7/1/17	7/1/18	7/1/19	7/1/20
9.7.2	21 to 30 feet.....	30.00	31.80	33.60	35.40	37.20	39.00
9.7.3	31 to 40 feet.....	30.00	31.80	33.60	35.40	37.20	39.00
9.7.4	41 to 60 feet.....	41.00	43.46	45.92	48.38	50.84	53.30
9.7.5	61 to 80 feet.....	61.00	64.66	68.32	71.98	75.64	79.30
9.7.6	81 to 100 feet.....	71.50	75.79	80.08	84.37	88.66	92.95
9.7.7	101 to 120 feet.....	82.00	86.92	91.84	96.76	101.68	106.60
9.7.8	121 to 150 feet.....	89.00	94.34	99.68	105.02	110.36	115.70
9.7.9	151 feet +	100.00	106.00	112.00	118.00	124.00	130.00
9.8	Moorage, open/daily..... <ul style="list-style-type: none"> Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis. 	1/60 of the annual exclusive moorage rate	1/60 of the annual exclusive moorage rate	1/60 of the annual exclusive moorage rate	1/60 of the annual exclusive moorage rate	1/60 of the annual exclusive moorage rate	1/60 of the annual exclusive moorage rate
9.9	Parking						
9.9.1	Trailers at designated long-term parking areas						
9.9.1.1	Daily	5.00	5.50	5.60	5.90	6.20	6.50
9.9.1.2	Monthly	75.00	80.00	84.00	88.50	93.00	97.50
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day	1.00	1.00	1.00	1.00	1.00	1.00
	<ul style="list-style-type: none"> Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 						
9.10	Gravel ramp use at SHH and SPH						
9.10.1	Aircraft, per launch or retrieval	75.00	80.00	84.00	88.50	93.00	97.50
9.10.2	Vessels under 76 feet in length, per foot, per tide.....	1.00	1.06	1.12	1.18	1.24	1.30
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.50	1.60	1.68	1.77	1.86	1.95
9.10.4	Annual usage fee (must be paid in advance).....	2,000.00	2,120.00	2,240.00	2,360.00	2,480.00	2,600.00
9.11	Waiting list, per year.....	25.00	26.50	28.00	29.50	31.00	32.50
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)						
9.12.1	Daily.....	10.00	10.00	10.00	10.00	10.00	10.00
9.12.2	Annual	100.00	106.00	112.00	118.00	124.00	130.00
9.13	Slip transfer fee, per vessel.....	15.00	16.00	16.80	17.70	18.60	19.50
9.14	Account sent to collections	100.00	106.00	112.00	118.00	124.00	130.00
9.15	Sewage disposal at Pier II, per day (dockage charged separately)	75.00	80.00	84.00	88.50	93.00	97.50

BE IT FURTHER RESOLVED that amendments to the Schedule of Fees, Charges, and Tariffs herein shall be increased 6 percent on July 1, 2016, 2017, 2018, 2019, and 2020, unless subsequently amended by the City Council.

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending these sections of Section 9 of the Schedule of Fees, Charges, and Tariffs.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees and Charges as stated herein.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Postponed: June 23, 2016

Adopted:

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Thru: Lon White, Harbormaster

Date: January 12, 2017

Agenda Item: V. a. **Resolution 2017-01, Amending Section 9, Harbor Fees, of the Schedule of Fees, Charges, and Tariffs and Authorizing Implementation of a Five-Year Rate Structure**

SUMMARY: Harbor rates have not been adjusted since July 2011. Resolution No. 2017-01 authorizes a five-year rate plan that increases moorage and other harbor services 18.5 percent in FY2018 and implements a 2.8 percent annual inflationary increase based on Producer Price Index (PPI) for four years thereafter. The proposed increase is recommended by the City's consultant Northern Economics, the Port & Harbor Advisory Board (PHAB), and staff. If approved as recommended, the new rates would be effective July 1, 2017, which is the beginning of FY2018.

PREVIOUS COUNCIL ACTION:

- February 2012, Council received harbor rate recommendations from Northern Economics, based on a rate study they conducted with Council approval. No action was taken at that time, citing the need for more information.
- February 2016, Council authorized Northern Economics to perform an updated Harbor cash flow analysis and rate study.
- June 23, 2016, Council postponed action on the proposed rate increase at its regular meeting, pending more discussion of rate options.
- August 9, 2016, work session, Harbormaster White and Finance Director Mayes presented additional rate options to Council.
- September 23, 2016, PHAB reviewed new rate options and moved to stick with the original proposal, but delay the implementation to FY2018 due to poor salmon season in Kodiak in 2016.
- December 6, 2016, work session, Harbormaster White presented an updated rate proposal supported by PHAB, staff, and consultant, delaying original rate proposal to start in FY2018. Council agreed to consider the recommendation at a January 2017 regular meeting.

DISCUSSION: Council's FY2017 budget goals call for a review of Enterprise Fund rates every five years. In February 2016, Northern Economics was hired to conduct a cash flow analysis and rate study for Kodiak harbors. Their findings recommend an 18.5 percent increase to the current moorage rates and other harbor services and an annual inflationary increase to keep rates current. Annual inflationary increases will also help to avoid the larger rate increases that have traditionally occurred in the past and

tend to be harder to absorb by users. The initial 18.5 percent increase essentially represents an inflationary adjustment from 2011 to present. With St. Herman Harbor replacement needed preferably in the next five years at a cost estimate of \$28 million, harbor rates must be sufficient to support the cost of maintaining, operating, and ultimately replacing facilities.

Northern Economics memo dated May 20, 2016, outlines the basis for their recommendations. In May 2016, Northern Economics presented their findings and recommendations to the PHAB, which they supported. June 23, 2016, the rate proposal was brought to Council for consideration. Council postponed the proposed increase citing that an 18.5 percent increase in July 2016 (FY2017) was too much too soon and desired to look at other rate options. At the August 9, work session Harbormaster White and Finance Director Mayes presented additional rate options to Council. Council requested the PHAB review the new rate options and provide a recommendation to Council. PHAB met September 23, 2016, to review the new rate options and recommendations. PHAB moved to stick with the original increase proposed by Northern Economics, but delay implementation one year to start in FY2018. The delay takes into account the poor salmon season in 2016 and gives harbor customers adequate time to prepare for the rate increase.

ALTERNATIVES:

- 1) Adopt Resolution No. 2017-01, which authorizes the five-year rate increase starting in FY2018. This is Northern Economics, PHAB, and staff's recommendation and was supported by Council on December 6, 2016.
- 2) Amend or choose not to approve any rate increase. This does not address Harbor cash flow needs and is not recommended, nor is it consistent with recent Council direction.

FINANCIAL IMPLICATIONS: The Harbor Fund recognized a loss of \$570,239 for FY2016 (audited). Therefore, the unrestricted/unassigned fund balance of \$714,244 is anticipated for use to offset FY2017 budgeted losses. The Harbor Enterprise Fund is facing a sizeable fund balance deficit of \$650,452 by the end of FY2017. That makes this five-year rate increase very important for the Harbor to be able to continue to meet its service objectives.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2017-01 authorizing a five-year rate plan commencing July 1, 2017, (FY2018) with an 18.5 percent flat rate increase to moorage and other harbor services in year one and an annual 2.8 percent inflationary increase based on PPI for four years thereafter.

CITY MANAGER'S COMMENTS: I support the adoption of this rate increase and am pleased it is finally ready for Council adoption. Implementing these rates, while they impact users, guarantee that the City can move forward with needed Harbor facilities maintenance and upgrades. With the existing

shortfall in the Harbor Enterprise Fund, and the General Fund's inability to support or offset a large deficit from its fund balance means approval of this rate structure will certainly help put the Harbor Fund back on its feet. Therefore, I urge Council to adopt Resolution No. 2017-01.

ATTACHMENTS:

Attachment A: Resolution No. 2017-01

PROPOSED MOTION:

Move to adopt Resolution No. 2017-01.

**CITY OF KODIAK
RESOLUTION NUMBER 2017-01**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTION 9, HARBOR FEES, OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS AND AUTHORIZING IMPLEMENTATION OF A FIVE-YEAR RATE STRUCTURE

WHEREAS, existing harbor fees are insufficient to fund harbor facilities replacement and maintenance costs; and

WHEREAS, the proposed rate structure contained within Resolution No. 2017-01 would address continuing inflationary costs; and

WHEREAS, Northern Economics conducted a rate study and cash flow analysis for moorage rates and other boat harbor services recommending an 18.5 percent increase the first year and annual inflation-based adjustments based on the Producer Price Index (PPI) for the subsequent four years, which have averaged approximately 2.8 percent per year; and

WHEREAS, the Port and Harbors Advisory Board endorsed the five-year harbor rate structure proposed by Northern Economics to increase the revenues needed for maintenance of harbor facilities; and

WHEREAS, the Council of the City of Kodiak desires to amend harbor fees in Section 9 of the City's Schedule of Fees, Charges, and Tariffs to sufficiently fund facilities operations and maintenance costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Section 9 of the City's Schedule of Fees, Charges, and Tariffs herein are amended for FY2018 through FY2022 as follows:

Harbor Fee Schedule

July 1, 2017, through June 30, 2022

Section 9	Harbor <i>A day is defined as a calendar day, midnight to midnight or portion thereof.</i>	Current Rates					7/1/19	7/1/20	7/1/21
		FY17	FY18	FY19	FY20	FY21			
	Increase per year:		(18.5%)	(2.8%)	(2.8%)	(2.8%)	(2.8%)	(2.8%)	
9.1	Disposal								
9.1.1	Drums, each 55 gallon	20.00	24.00	24.50	25.00	26.00	26.00	26.50	
9.1.2	Containment boom, per foot, per day, plus labor	0.50	0.60	0.60	0.60	0.70	0.70	0.70	
9.1.3	Sorbent pads and boom	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	
9.1.4	Petroleum products and bilge waste, per gallon								
9.1.4.1	Used oil.....	1.00	1.20	1.25	1.30	1.35	1.35	1.40	
9.1.4.2.	Oily bilge water, vessels under 400 gross tons.....	2.25	2.75	2.75	3.00	3.00	3.00	3.00	
9.1.4.3.	Oily bilge water, vessels over 400 gross tons.....	4.25	5.00	5.25	5.50	5.50	5.50	5.75	
9.1.4.4.	Testing and other necessary services	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	
9.2	Dry Storage <i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>								
9.2.1	Daily, per square foot	0.03	0.04	0.04	0.05	0.05	0.05	0.05	
9.2.2	Weekly, per square foot	0.12	0.14	0.14	0.15	0.15	0.15	0.16	
9.2.3.	Monthly, per square foot.....	0.40	0.47	0.48	0.49	0.50	0.50	0.52	
9.2.4	Annual, per square foot.....	1.20	1.40	1.50	1.50	1.60	1.60	1.60	
9.2.5	Impounded vessels: cost of labor, equipment, and storage	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%	
9.3	Electric Service, temporary, per day								
9.3.1	120-volt single-phase or actual KWH cost, whichever is greater	15.00	18.00	18.00	19.00	19.00	19.00	20.00	
9.3.2	208-volt single-phase or actual KWH cost, whichever is greater	35.00	41.50	43.00	44.00	45.00	45.00	46.50	
9.3.3	208-volt three-phase or actual KWH cost, whichever is greater	40.00	47.50	49.00	50.00	51.50	51.50	53.00	
9.3.4	Electric cord rental, per day								
	30-amp 120-volt twist lock cords	5.00	7.50	9.00	9.00	9.50	9.50	10.00	
9.3.5	Electric plug rental, per day								
	30-amp twist lock GFI to 20-amp straight blade	5.00	6.00	6.00	7.00	7.00	7.00	7.00	

	Current Rates	7/1/17	7/1/18	7/1/19	7/1/20	7/1/21
	208 single phase to 30-amp twist lock.....	12.00	12.00	13.00	13.00	13.50
	208 three phase to 208 single phase	18.00	18.00	19.00	19.00	20.00
9.4	Tidal Grid, per foot, per tide.....	2.40	2.50	2.50	2.60	2.70
9.5	Services and equipment rental					
9.5.1	Backhoe/loader, with operator, per 1/2 hour.....	89.00	91.50	94.00	97.00	100.00
9.5.2	Fork Lift					
9.5.2.1	4-ton, with operator, per 1/2 hour	89.00	91.50	94.00	97.00	100.00
9.5.3	Labor and Materials					
9.5.3.1	City employees, straight time, per hour	77.00	79.00	81.50	84.00	86.00
9.5.3.2	City employees, overtime, per hour.....	107.00	110.00	113.00	116.00	119.00
9.5.3.3	Non-City labor and miscellaneous materials.....	cost + 10%	cost + 10%	cost + 10%	cost + 10%	cost + 10%
9.5.4	Pumps					
9.5.4.1	Dewatering, electric, per day	36.00	36.00	38.00	40.00	40.00
9.5.4.2	Dewatering, electric, per week	142.00	146.00	150.00	153.00	156.00
9.5.4.3	Dewatering, electric, per month.....	350.00	365.00	376.00	386.00	397.00
9.5.4.4	Dewatering gasoline, per day.....	60.00	61.00	63.00	65.00	66.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	12.00	12.00	13.00	13.00	14.00
9.5.5	Tanker, used oil, with operator, per hour	154.00	158.00	163.00	168.00	172.00
9.5.6	Vessel, with operator, per hour.....	122.00	129.00	136.00	143.00	150.00
9.6	Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)					
9.6.1	• Vessels 80' and under.....	1.80	1.85	1.90	1.95	2.00
9.6.2	• Vessels 81' and over.....	2.10	2.15	2.20	2.25	2.30
	• Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3 • Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free. Dockage fees do not apply to the moorage ceiling.					
9.7	Moorage, exclusive, annual • Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length: Length x rate per linear foot. • Length = length of vessel, including all fixed protrances or length of slip, whichever is greater. • Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. • 20% surcharge for vessels wider than 80% of the slip water space • 50% surcharge for vessels wider than 100% of the slip water space					
9.7.1	0 to 20 feet.....	35.55	36.55	37.60	38.65	39.73

		Current Rates	7/1/16	7/1/17	7/1/18	7/1/19	7/1/20
9.7.2	21 to 30 feet.....	30.00	35.55	36.55	37.60	38.65	39.73
9.7.3	31 to 40 feet.....	30.00	35.55	36.55	37.60	38.65	39.73
9.7.4	41 to 60 feet.....	41.00	48.59	49.95	51.35	52.79	54.27
9.7.5	61 to 80 feet.....	61.00	72.29	74.31	76.40	78.54	80.74
9.7.6	81 to 100 feet.....	71.50	84.73	87.10	89.54	92.05	94.63
9.7.7	101 to 120 feet.....	82.00	97.17	99.89	102.69	105.57	108.53
9.7.8	121 to 150 feet.....	89.00	105.47	108.42	111.46	114.58	117.79
9.7.9	151 feet +	100.00	118.50	121.82	125.23	128.74	132.35
9.8	Moorage, open/daily..... <ul style="list-style-type: none"> Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis. 	1/60 of the annual moorage rate	1/60 of the annual moorage rate	1/60 of the annual moorage rate	1/60 of the annual moorage rate	1/60 of the annual moorage rate	1/60 of the annual moorage rate
9.9	Parking						
9.9.1	Trailers at designated long-term parking areas						
9.9.1.1	Daily	5.00	6.00	6.00	7.00	7.00	7.00
9.9.1.2	Monthly	75.00	89.00	91.50	94.00	96.70	100.00
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day	1.00	1.00	1.00	1.00	1.00	1.00
	<ul style="list-style-type: none"> Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 						
9.10	Gravel ramp use at SHH and SPH						
9.10.1	Aircraft, per launch or retrieval	75.00	89.00	91.50	94.00	97.00	100.00
9.10.2	Vessels under 76 feet in length, per foot, per tide.....	1.00	1.20	1.25	1.30	1.30	1.40
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.50	1.80	1.80	1.90	1.90	2.00
9.10.4	Annual usage fee (must be paid in advance).....	2,000.00	2370.00	2437.00	2505.00	2575.00	2647.00
9.11	Waiting list, per year.....	25.00	30.00	30.50	31.50	32.00	33.00
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)						
9.12.1	Daily.....	10.00	10.00	10.00	10.00	10.00	10.00
9.12.2	Annual	100.00	118.50	122.00	126.00	129.00	132.50
9.13	Slip transfer fee, per vessel.....	15.00	18.00	18.00	19.00	19.00	20.00
9.14	Account sent to collections	100.00	118.50	122.00	125.00	130.00	132.00
9.15	Sewage disposal at Pier II, per day (dockage charged separately)	75.00	89.00	91.50	94.00	97.00	100.00

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending these sections of Section 9 of the Schedule of Fees, Charges, and Tariffs.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees and Charges as stated herein.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Thru: Mike Tvenge, Deputy City Manager 

Date: January 12, 2017

Agenda Item: V. b. **Authorization of Consent Agreement Dated October 31, 2016, Between Alaska Wireless Network LLC and AWN Tower Company LLC Pertaining to Pillar Mountain Communication Lease Site No. 9**

SUMMARY: City Council and the City Manager approve communication site leases/subleases as required by Kodiak City Code 18.20.230. The existing five-year lease with GCI Communication Corporation (GCI) for Pillar Mountain Site No. 9 was adopted by Ordinance No. 1349 on September 8, 2016. This lease contained a sublease to Alaska Wireless Network LLC (AWN). Another assignment has been requested by AWN to AWN Tower Company LLC and requires Council approval per the terms (Section 19) of the lease.

PREVIOUS COUNCIL ACTION:

- August 11, 2016 Council passed Ordinance No. 1349 in the first reading and advanced to second reading and public hearing
- September 8, 2016 Council adopted Ordinance No. 1349

DISCUSSION: April 29, 2016, Alaska Wireless Network, LLC and Vertical Bridge Tower II, LLC (VBT) entered into a purchase and sale agreement involving a portion of AWN's tower portfolio, under which the buyer purchases, manages, and operates the portfolio. The Purchase and Sale Agreement effectively creates another sub-lease. This action requires approval by the Council as it is considered an assignment of lease.

GCI holds the current communication site lease with the City of Kodiak. GCI subleased a portion of this site to AWN. AWN transferred all of its rights, title and interest to AWN Tower Company LLC, and AWN Tower Company LLC will sublease a portion of the site back to AWN. The City has received a Consent Agreement for this assignment from AWN, accepted by GCI, the City's lease holder. AWN has asked the City Council to approve this assignment for the purpose of compliance with the terms of the lease.

ALTERNATIVES:

- 1) Approve the consent agreement as it is consistent with terms of the existing lease with GCI and is staff's recommendation and GCI's request.

- 2) Do not approve the consent agreement, which is not recommended, because it is not consistent with the existing GCI lease, and the assignment of rights does not alter the main lease with GCI.

FINANCIAL IMPLICATIONS: GCI continues to lease the communication site on Pillar Mountain for the sum of \$13,200 annually. This rate increases 2.5 % each additional year throughout the five-year term of the lease.

LEGAL: Ordinance No. 1349 has been reviewed and approved by legal counsel, and this assignment aligns with the terms of the current lease and Kodiak City Code 18.20.230 and 18.20.240.

STAFF RECOMMENDATION: Staff recommends Council approve this consent agreement of assignment as explained in the memo.

CITY MANAGER'S COMMENTS: This requested action of the Council to approve the assignment is described in Section 19 of the lease agreement with GCI. I recommend Council approve the request by AWN, which is included as Attachment A. Council approved a similar assignment for GCI's lease of Pillar Mountain Communication Site No. 3 within the last few months.

ATTACHMENTS:

Attachment A: City of Kodiak Consent Agreement

Attachment B: Ordinance No. 1349

Attachment C: Lease Agreement

Attachment D: Sublease Agreement

Attachment E: GCI Consent Agreement

PROPOSED MOTION:

Move to approve the consent agreement dated October 31, 2016, between Alaska Wireless Network LLC and AWN Tower Company LLC pertaining to Pillar Mountain Lease Site No. 9.

Consent Agreement

October 31, 2016

City of Kodiak
710 Mill Bay Road
Kodiak, AK 99615
Attention: Mike Tvenge

Re: Request for Consent to Assignment

Dear Mr. Tvenge:

As you may be aware, on April 29, 2016, The Alaska Wireless Network, LLC ("AWN") and Vertical Bridge Tower II, LLC ("Buyer") entered into a Purchase and Sale Agreement (the "Agreement") involving a portion of AWN's tower portfolio (the "Portfolio"), under which Buyer will purchase, manage and operate the Portfolio. AWN will continue to operate its Alaska statewide wireless network as a tenant on the towers included in the Portfolio. The Sublease(s) and the Site(s), as described in the attached Exhibit A are part of the Portfolio and the Agreement.

The transaction between AWN and Buyer described in the Agreement closed on August 1, 2016. As set out in the Agreement, (i) AWN will transfer all of its rights, title and interest in and to the Sublease to AWN Tower Company, LLC, a subsidiary of Buyer, and (ii) AWN Tower Company, LLC will sub-sublease back a portion of the Site(s) to AWN and grant certain rights to AWN in the Agreement(s) and Site(s) regarding AWN's antenna facilities.

To the extent your consent is required to the transfers and sub-sublease described above, AWN and Buyer request your consent by signing this letter and returning it in the enclosed self-addressed envelope.

AWN Tower Company, LLC will notify you of the date of the closing and of any change in its contact address.

AWN Tower Company, LLC, AWN, Buyer, and each of their respective affiliates are intended third party beneficiaries of this letter. This letter may be executed in separate counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument. Delivery of an executed signature page to this letter by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this letter.

Thank you for your prompt attention to this matter. If you have any questions about the Transaction or this request, please contact Rachelle Alger via email at raalger@gci.com or via phone at 907-868-5771. Otherwise, please sign this letter below where indicated and return to us in the enclosed self-addressed envelope.

[Remainder of Page Blank – Signature Page Follows]



Sincerely,

THE ALASKA WIRELESS NETWORK,
LLC

A handwritten signature in cursive script that reads "Rachelle A. Alger".

By: _____

Name: Rachelle A Alger

Title: Contracts Administrator

Accepted and agreed:

City of Kodiak

By: _____

Name: _____

Title: _____

Dated as of: _____



Exhibit A

Sublease(s) and Site(s)

Sublease Agreement between GCI Communication Corp. and The Alaska Wireless Network, LLC dated 10/13/2016, effective as of 5/1/2016, and approved by the City of Kodiak pursuant to that master lease agreement between the City of Kodiak and GCI Communication Corp. approved 9/8/2016, effective 10/26/16 (AWN Contract AWN-000652), affecting that property described as an approximately 12' x 20' portion of Tract B, US Survey 2538-A, adjacent to Kodiak Low Rent Housing Parcel Number 1, US Survey 2538-A & B, Plat numbers 66-1 and 85-22, Kodiak Recording District, Third Judicial District, Kodiak Island Borough, State of Alaska as shown in the attached.

**CITY OF KODIAK
ORDINANCE NUMBER 1349**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING A LEASE BETWEEN THE CITY OF KODIAK AND GCI COMMUNICATION CORPORATION FOR PILLAR MOUNTAIN COMMUNICATION LEASE SITE NO. 9, DESCRIBED AS A PORTION OF TRACT B, U.S. SURVEY 2538-A

WHEREAS, the City owns property on Pillar Mountain known as Pillar Mountain Communication Lease Site No. 9 and

WHEREAS, GCI Communication Corporation ("GCI") desires to lease Communication Lease Site No. 9, and GCI has requested that the City Council authorize the Lease Agreement – Pillar Mountain Communications Site No. 9 ("Lease") that now is before this meeting; and

WHEREAS, it is in the best interest of the City that the Lease be authorized; and

WHEREAS, the sublease to The Alaska Wireless Network, LLC identified in Section 19 of the Lease should be approved at no cost, provided that the approval of the sublease does not release GCI from any of its obligations under its Lease with the City; the sublessee agrees to comply with all the terms of the City's Lease with GCI regarding the use of the premises, insurance and environmental requirements; and the insurance provided by GCI must cover the activities of the sublessee.

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, Contract No. 173430, with GCI for a term commencing July 1, 2016, and ending June 30, 2021, for the communications site described in the Lease, located on a portion of U.S. Survey 2538-A on Pillar Mountain in the City of Kodiak.

Section 2: The form and content of the Lease between the City and GCI is in all respects authorized, approved, and confirmed; and the City Manager hereby is authorized, empowered, and directed to execute and deliver the Lease to GCI 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: This ordinance shall be published in full within ten days after its passage.

Section 4: 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 take effect one month after its passage and publication.

CITY OF KODIAK



MAYOR

ATTEST:



CITY CLERK



First Reading Postponed: May 12, 2016
Continued First Reading: August 11, 2016
Second Reading: September 8, 2016
Effective Date: October 14, 2016

LEASE AGREEMENT

PILLAR MT. COMMUNICATIONS SITE NO. 9 GCI Communication Corp.

LEASE AGREEMENT dated as of the 26th day of October, 2016 by and between the **City of Kodiak**, a municipal corporation of the State of Alaska ("City"), whose address is 710 Mill Bay Road, Kodiak, Alaska 99615, and **GCI Communication Corp.**, an Alaskan corporation ("Tenant"), whose address is 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503. For and in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. Premises. Subject to the terms and conditions herein, City leases to Tenant the premises ("Premises") illustrated on Exhibit A hereto and described as a portion of Tract B, U.S. Survey 2538-A adjacent to Kodiak Low Rent Housing Parcel Number 1, U.S. Survey 2538-A & B, Plat numbers 66-1 and 85-22, Kodiak Recording District, Third Judicial District, Kodiak Island Borough, State of Alaska, more particularly described as follows:

Beginning at Corner 3 of said Parcel Number 1;

Thence S 34°45' 57" E a distance of 25.00 feet to a point on the Corner 3-Corner 4 boundary of said Parcel Number 1, The True Point of Beginning: Corner 1, G.C.I. Lease Parcel;

Thence S 34°45' 57" E, 100.00 feet;

Thence S 55°14' 03" E, 125.00 feet;

Thence N 34°45' 57" W, 100.00 feet;

Thence N 55°14' 03" E, 125.00 feet to the point of beginning.

Containing 12,500 sq. feet, more or less.

2. Authorized Uses of Premises. Tenant shall use the Premises only for the purpose of maintaining, operating and replacing existing equipment consisting of five (5) five-meter earth stations and a sixteen by forty-four foot equipment building, and constructing one (1) new satellite antenna for the village Internet/school program and for no other purpose without first obtaining the written consent of the City.

3. Term. The term of this Lease ("Term") shall commence the 1 day of July 2016, and shall expire at midnight on the 30 day of June 2021, unless sooner terminated as herein provided.

4. Rent. The annual rent for the Premises for the first year of the Term shall be Thirteen Thousand Two Hundred Dollars (\$13,200.00) payable in advance in equal monthly installments of One Thousand Dollars (\$1,100) on the first day of each month. On each anniversary of the commencement of the Term, the annual Rent and monthly installments of Rent shall be adjusted according to the following schedule:

Year	Rent Amount
2	102.5% of Year 1
3	105.0% of Year 1
4	107.5% of Year 1
5	110.0% of Year 1

Payment shall be made by wire, check, bank draft or money order made payable to City of Kodiak. If a monthly installment of rent is not paid by the fifth day of the month in which it is due, a penalty of \$30 shall be added to the rent amount; and interest shall accrue on the rent amount at the rate of 12% per annum (but not to exceed the maximum lawful rate) from the due date until paid.

5. Utilities. Tenant shall pay for any utility service that it requires for its use of the Premises.

6. Holding Over. If Tenant continues to occupy the Premises following the expiration of the Term of this Lease or any renewal with the consent of the City, Tenant's occupancy shall be treated as a month-to-month tenancy at a rent equal to one hundred twelve and one half percent (112.5%) of the rent in effect under this Lease immediately prior to the commencement of the holdover period.

7. Improvements. Tenant may not construct or install any permanent or temporary improvements on the Premises other than the facilities identified in Section 2 without first obtaining the written consent of the City. Tenant shall properly locate all improvements on the Premises, and shall not encroach upon other lands of the City or any other person.

8. Maintenance of Premises. Tenant shall at all times, and at Tenant's sole cost and expense, keep and maintain the entire Premises in a neat, orderly, and slightly condition. Tenant shall not cause or permit any junk, litter, debris, scrap or garbage to be accumulated or stored upon the Premises without the express written permission of the City.

9. Surrender of Premises; Disposition of Improvements. Upon the expiration, termination or cancellation of this Lease for any cause whatsoever, Tenant shall peacefully and quietly surrender the Premises in a condition as good as the Premises were at the beginning of the Term. Within one hundred eighty (180) days after such expiration, termination or cancellation of this Lease, Tenant shall either remove all of its improvements and personal property from the Premises and immediately repair any damage to the Premises caused by such removal, or with the consent of City sell such improvements and personal property to the succeeding tenant. City may extend the time for removal if Tenant demonstrates to City's satisfaction that the extension is required to avoid hardship to Tenant. During any period of time after termination or expiration of this Lease that Tenant's improvements or personal property remain on the Premises, Tenant shall pay rent at the rate provided in Section 6 for a holdover period. Title to any improvements or other property owned by Tenant that Tenant fails to dispose of as required by this section shall vest in City. Notwithstanding anything to the contrary in this section, Tenant may not remove any improvements without City consent during any period that Tenant is in default under this Lease.

10. Liability. Tenant shall indemnify, defend and hold City and its agents, officers and employees harmless from any liability, action, claim, suit, loss, property damage or personal injury of whatever kind resulting from any act or omission by Tenant, its agents, employees or invitees to the extent arising from Tenant's use and occupation of the Premises or its exercise of the rights and privileges granted by this Lease, except that Tenant shall have no duty to indemnify City or its agents, officers or employees for their own negligence, misconduct or breach of the terms of this Lease.

11. Insurance. Before entering upon the Premises, Tenant shall file with City certificates or evidence of insurance acceptable to City, including evidence of the additional insured and waiver of subrogation endorsements required in this section. Coverages shall be maintained without interruption throughout the Term and any extensions thereof. The coverages afforded under the policies will not be cancelled, modified or allowed to expire without at least thirty (30) days' prior written notice to City. Tenant shall provide each of the forms of insurance coverage described below.

Workers' Compensation insurance in accordance with the applicable laws relating to workers' compensation and employers' liability insurance with respect to all personnel performing work on the Premises with limits of not less than:

\$500,000 Bodily Injury by Accident-Each Accident Limit

\$500,000 Bodily Injury by Disease-Policy Limit

\$500,000 Bodily Injury by Disease-Each Employee

Liability Insurance to protect Tenant and City (additionally insured) from and against claims and liabilities arising out of bodily injury (including death) or property damage that may result from Tenant's operations, construction, reconstruction and maintenance on the Premises, including the following:

Commercial General Liability insurance (including, but not limited to, premises-operations, products, contractual, broad-form property damage) with limits as follows:

\$1,000,000 Each Occurrence Limit

\$2,000,000 General Aggregate excluding Products/Completed Operations Aggregate Limit

\$2,000,000 Products/Completed Operations Aggregate Limit

\$1,000,000 Personal and Advertising Injury Limits

Business Automobile Liability insurance (including owned, hired and non-owned) with a combined single limit of not less than \$1,000,000 for bodily injury (including death) and property damage.

Additional Insured; Waiver of Subrogation. The Commercial General Liability and Business Automobile Liability policies shall name City as additional insured. Tenant's insurance shall also be primary to any policies held by City and the coverage afforded City under such policies shall be the same coverage extended to Tenant without exception or limitation. Tenant waives all rights of subrogation against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile and Workers' Compensation policies.

The requirements of this section as to insurance to be maintained by Tenant do not limit or qualify the liabilities and obligations of Tenant under this Lease.

12. Hazardous Material. Tenant shall not permit or cause any Hazardous Material to be brought upon, kept or used in or about the Premises by its employees, agents, contractors or invitees. If Tenant breaches this obligation, or if the presence of Hazardous Material on or about the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises otherwise occurs for which Tenant is legally liable for damage resulting therefrom, then Tenant shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction of useable space or of any amenity of the Premises, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) that arise during or after the period in which this Lease is in effect as a direct result of such contamination. This indemnification includes without limitation reasonable and necessary costs incurred in connection with any investigation of Premises

conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall take all actions at its expense as are necessary to return the Premises to the condition existing prior to Tenant's introduction of any such Hazardous Material to the Premises; provided that City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste, that is or becomes regulated by any local governmental authority, the State of Alaska, or the United States Government. City agrees to indemnify, defend and hold harmless, at its expense, Tenant from any and all costs, losses, damages, claims, suits or other liabilities, including reasonable attorney fees, arising from or related to contamination occurring at the Premises released by City, its agents or its other tenants. Neither party shall have the duty to indemnify to the extent the damages are caused by the misconduct, fault or negligence of the indemnitee, its employees, agents or invitees.

13. Quiet Enjoyment. Provided Tenant is not in default of this Lease, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of City, and City shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through or under City.

14. Non-Interference with Communications Use. City shall not cause or permit the placement of any structure on the Premises or on other property owned or controlled by City that would interfere with the view of the satellite arc from Tenant's communications equipment on the Premises without Tenant's prior written consent, which shall not be unreasonably withheld.

15. Inspection. Tenant shall permit the authorized agents and employees of the City to enter upon the Premises at any reasonable time for the purpose of inspecting the condition of the Premises or the use thereof.

16. Liens. Tenant shall not cause or permit any lien or encumbrance to be imposed on the Premises or any part thereof. Tenant shall, at its sole expense, obtain the release and discharge of any such lien or encumbrance by payment, bonding or otherwise, within thirty (30) days after receipt of written notice from the City.

17. Taxes and Charges. Tenant shall pay when due all taxes and other charges which are levied at any time during the Term upon its leasehold interest or any of its improvement on the Premises.

18. Compliance with Laws and Regulations. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with all federal, state, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

19. Assignment and Subleasing. Tenant is authorized to sublease to Alaska Wireless Network, LLC under the terms of the Sublease Agreement attached hereto as Exhibit B. Tenant shall not otherwise assign its rights, enter into a sublease, or delegate its duties under this Lease without the prior written consent of City and under the terms outlined in Kodiak City Code Title 18, Section 18.20.230. Lessee shall remit to City 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.

20. Condemnation. If the Premises are taken by the power of eminent domain, the term of this Lease will end on the date Tenant is required to surrender possession of the Premises. City is entitled to all the condemnation proceeds, except Tenant will be paid the portion of the proceeds attributable to the fair market value of any improvements placed on the Premises by Tenant. Rent will also be adjusted to apply to the period ending on the date Tenant is required to surrender possession of the Premises.

21. Force Majeure. Either party may terminate this Lease upon thirty (30) days' written notice to the other, in accordance with Section 22, if any cause that occurs without the fault or negligence of the terminating either party renders the Premises unusable for more than 30 days. Such causes include without limitation acts of God or the public enemy, acts of the United States, fires, floods, epidemics, quarantine restrictions or strikes. No party shall be liable for any delay or failure in performance due to such events outside of the party's reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the duration of the cause of the delay.

22. Termination. City may terminate this Lease and recover possession of the Premises by giving Tenant thirty (30) days' prior written notice, upon the happening of any of the events listed below, which are not cured within such thirty (30) day notice period:

- (a) Tenant's failure to pay when due the rents or fees specified in this Lease, including any increases made pursuant to this Lease.
- (b) The return for insufficient funds of checks for payment of rents or fees.
- (c) The use of the Premises by Tenant for any purpose not authorized by this Lease.
- (d) The failure of Tenant to perform any obligation in this Lease.

If it is not possible for Tenant to cure a default, other than a default in payment of the rents or fees specified in this Lease, within such thirty (30) day cure period, Tenant shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

Tenant may terminate this Lease with thirty (30) days' written notice if for any reason the Premises become unsuitable for its communications purposes, or if City fails to perform any obligation in this Lease. If it is not possible for City to cure a default within such thirty (30) day cure period, City shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

23. Remedies Cumulative; No Waiver. No reference to any specific right or remedy shall preclude City from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by City to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by City of any breach by Tenant under this Lease shall affect or alter this Lease in any way whatsoever.

24. Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon City and its successors and assigns, shall be binding upon Tenant and its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment of this Lease by Tenant has been consented to by City.

25. Notices. Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be hand delivered or sent by registered or certified mail addressed as follows:

City of Kodiak:
Attn.: City Manager
710 Mill Bay Road
Kodiak, Alaska 99615
Telephone: (907) 486-8640

GCI:
GCI Communication Corp.
Attn.: Corporate Counsel
2550 Denali St., Suite 1000
Anchorage, AK 99503

With a Copy to:
Kodiak City Clerk
710 Mill Bay Road
Kodiak, Alaska 99615
Telephone: (907) 486-8633
Fax: (907) 486-8633
Email: clerk@city.kodiak.ak.us

With a Copy to:
GCI Contact: Corporate Services, Properties
Attn.: Carolyn Lima
Telephone: 907.868.5580
Cell: 907 230-6689
Email: clima@gci.com

Either party may, at any time, change its notice address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

26. Entire Agreement; Modification. This Lease is the final expression of the parties' agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. This Lease can be modified only by a writing signed by the party against whom the modification is to be enforced.

27. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. No Third Party Beneficiary. Nothing contained in this Lease shall confer any rights on a person other than the parties hereto.


29. Applicable Law. This Lease and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alaska.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date first set forth above.

CITY OF KODIAK


Aimee Kniazowski, City Manager

Attest:

for 
Debra L. Marlar, City Clerk

GCI COMMUNICATION CORP.

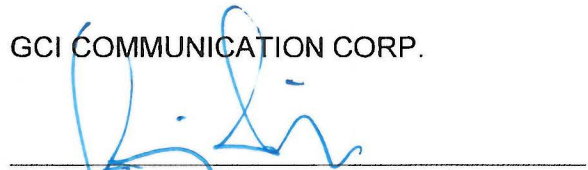
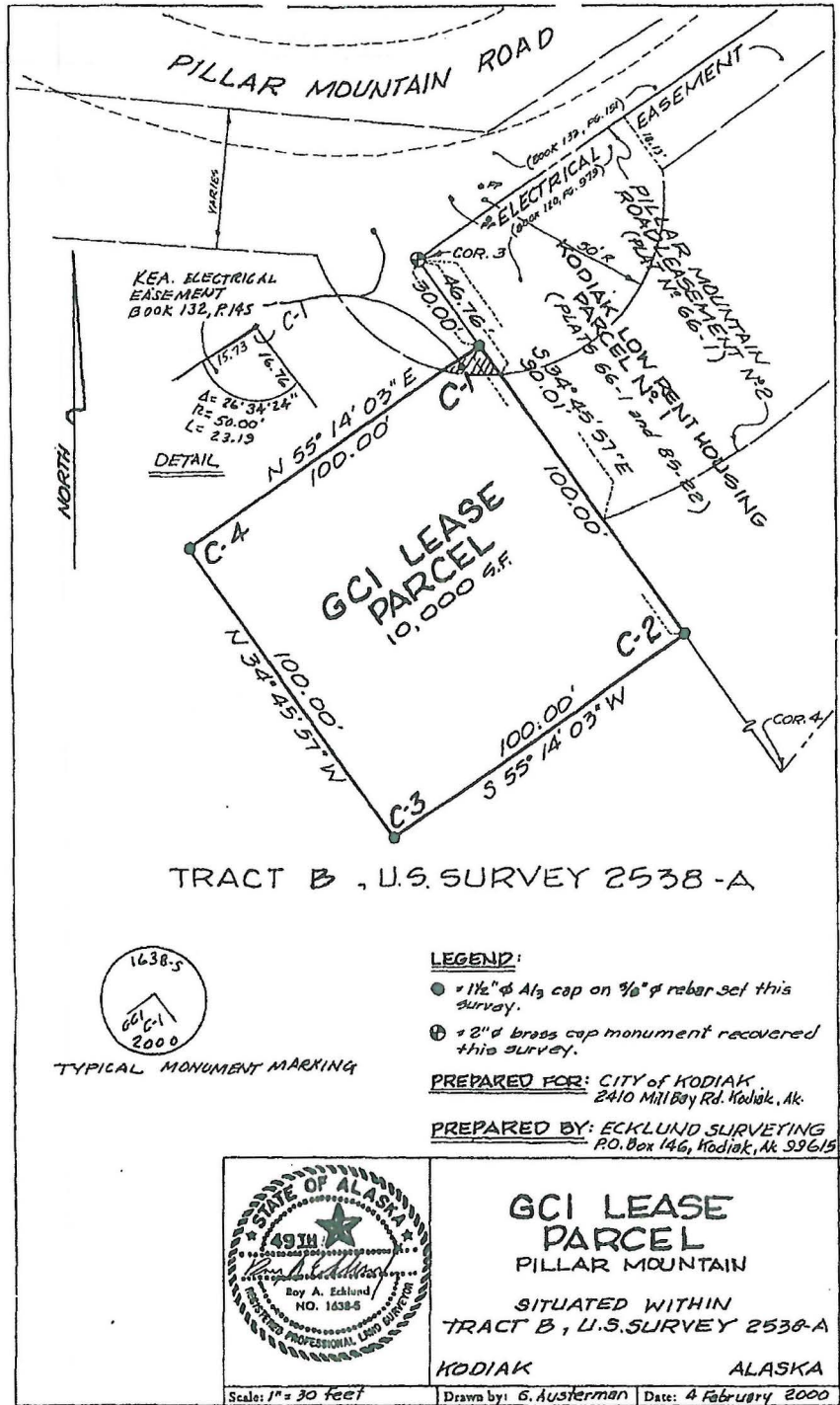

David Morris, VP, Corporate Services
SIMPLY SITES
VP NETWORK SERVICES &
CHIEF ENGINEER

Exhibit A

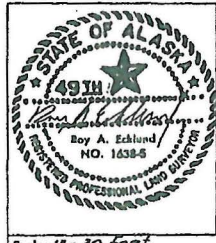


LEGEND:

- 1 1/2" Ø Al₃ cap on 3/8" Ø rebar set this survey.
- ⊕ 2" Ø brass cap monument recovered this survey.

PREPARED FOR: CITY OF KODIAK
2410 Mill Bay Rd. Kodiak, Ak.

PREPARED BY: ECKLUND SURVEYING
P.O. Box 146, Kodiak, Ak 99615



**GCI LEASE
PARCEL**
PILLAR MOUNTAIN

SITUATED WITHIN
TRACT B, U.S. SURVEY 2538-A

KODIAK ALASKA

Scale: 1" = 30 feet Drawn by: G. Austerman Date: 4 February 2000

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Agreement”) is made effective as of May 1, 2016 (“Effective Date”), between GCI Communication Corp., a corporation (“Sublandlord”) organized and existing under the laws of Alaska with its head office located at 2550 Denali Street, Suite 1000, Anchorage, AK 99503-2751 and The Alaska Wireless Network, LLC, 2550 Denali Street, Suite 1000, Anchorage, AK 99503-2751, an Delaware limited liability company, on its own behalf and on behalf of its telecommunications affiliates (collectively, “Subtenant”) (each a “Party” and collectively, the “Parties”). Sublandlord is the sole tenant of the property located at Site No. 9, Pillar Mountain Road, Kodiak, AK 99615, pursuant to that Lease Agreement dated May 24, 2011 (the “Prime Lease”).

1. PREMISES AND AUTHORIZED USES

Sublandlord subleases to Subtenant the following premises (“Premises”): An approximately 12’ x 20’ portion of Tract B, US Survey 2538-A, adjacent to Kodiak Low Rent Housing Parcel Number 1, US Survey 2538-A & B, Plat numbers 66-1 and 85-22, Kodiak Recording District, Third Judicial District, Kodiak Island Borough, State of Alaska as outlined in Exhibit A of this Agreement. Subtenant may construct, maintain, and operate a technical facility and related communications equipment at the Premises in conjunction with Subtenant’s operation as a communications provider. The Premises must be appropriate and adequate as determined by Subtenant. If no such space is provided by Sublandlord, this Agreement will be deemed void *ab initio*. Sublandlord may change the location of the Premises upon 60 days’ written notice and provided that the new location is appropriate and adequate as determined by Subtenant. Sublandlord will be responsible for all costs of Subtenant in moving to the new Premises.

Subtenant will have the right to reasonable access to operate and maintain this equipment, and all replacement equipment thereto 24 hours a day/ 7 days a week. All such equipment must be compatible with and not adversely impact the operation and maintenance of Sublandlord’s equipment, or the equipment of any other Party authorized to use Sublandlord’s facility.

2. TERM AND LICENSE

The term of this Agreement is 5 years (“Term”), to the extent that Sublandlord holds over under the terms of the Prime Lease, Subtenant shall be treated as a holdover tenant under this Agreement subject to the same terms.

3. SPACE AND POWER CHARGES

Sublandlord grants the rights conferred by this Agreement to Subtenant in return for mutual promises and good and valuable consideration conveyed as part of previous transactions between the Parties, the receipt and sufficiency of which is hereby acknowledged. Additional monthly charges for use of the Premises will be Zero Dollars (\$0.00) per month. Subtenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Subtenant on the Premises. If Subtenant uses utilities which are not separately metered and which are billed to Sublandlord, Subtenant shall pay to Sublandlord, within thirty (30) days of receipt of an invoice therefore, all charges attributable to Subtenant’s use of the utility.

4. PRIME LEASE

Except as otherwise expressly provided in this Agreement, to the extent that the terms and conditions of the “Prime Lease”, a copy of which is attached hereto as Exhibit B, are applicable to the Premises (which terms and conditions shall include, without limitation, the default and remedy provisions of the Prime Lease), such terms and conditions of the Prime Lease are incorporated into and made a part of this Agreement as if Sublandlord were the lessor thereunder, Subtenant were the lessee thereunder. To the

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

Subtenant acknowledges that Sublandlord specifically reserves the right to amend the terms of the Prime Lease without the consent of Subtenant, provided that Subtenant shall not hereby be deemed to have assumed the obligations of Sublandlord under the Prime Lease to the extent such provisions are hereafter modified by Sublandlord without Subtenant's consent and have a material adverse impact on Subtenant or the Premises. If the Prime Lease terminates, this Agreement shall terminate on the effective date of the termination of the Prime Lease and the parties shall be relieved of any further liability or obligation under this Agreement, provided however, that if the Prime Lease terminates as a result of a default or breach by Subtenant under this Agreement and/or the Prime Lease, then the Subtenant shall be liable to the Sublandlord for the damage suffered as a result of such termination. Notwithstanding the foregoing, if the Prime Lease gives Sublandlord any right to terminate the Prime Lease in the event of the partial or total damage, destruction, or condemnation of the property or the building of which the Premises are a part, the exercise of such right by Sublandlord shall not constitute a default or breach hereunder.

Sublandlord and Landlord shall have no liability whatsoever to Subtenant with respect to (i) termination of the Prime Lease for any reason (including without limitation Sublandlord's default thereunder) or (ii) termination of this Agreement as a result of termination of the Prime Lease.

5. **FIXTURES AND IMPROVEMENTS**

At no additional charge, Subtenant may operate, maintain and replace equipment at the Premises so long as the size of Subtenant's Premises is not increased thereby. Any construction on the Premises must be neat, presentable, and compatible with its use and surroundings. Subtenant will have the right to remove all fixtures, structures and improvements it makes to the Premises upon termination of this Agreement.

Within 180 days after the end of this Agreement, improvements and personal property must be:

- removed by Subtenant if required by Sublandlord; or
- with Sublandlord's consent, be sold to the succeeding Subtenant; or
- abandoned on the Premises.

Sublandlord may grant additional time for the removal of improvements if hardship is established by Subtenant. At the end of this Agreement, Subtenant must peaceably and quietly vacate the Premises and return possession to Sublandlord. The Premises must be left in a clean, neat and presentable condition, at least as good as existed at the commencement of the Agreement, normal wear and tear excepted. If Subtenant causes any abnormal wear and tear or abuse of or to the Premises, Subtenant shall, at its expense and upon demand by Sublandlord, immediately eliminate such abnormal wear and tear or abuse or waste and pay for the restoration of the affected area(s) to a commercially reasonable equivalent condition to the Premises' condition at the commencement of this Agreement.

6. **RADIO OR ELECTRONIC INTERFERENCE**

In the event of radio frequency or other electronic interference, the Parties agree to work cooperatively to find a mutually satisfactory solution to any interference problem. In the event the problem cannot be resolved, regardless of whether or not the source of the problem can be determined, Subtenant will have the right to remove its equipment causing the interference upon 60 days' prior written notice and/or cancel this Agreement.

7. DESTRUCTION OF PREMISES

If the Premises become unusable due to flood, fire, or other unavoidable cause, Sublandlord is not obligated to repair or restore the Premises. Subtenant's sole remedy is to terminate the Agreement.

8. MUTUAL INDEMNITY

Each Party will indemnify the other from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees) to third parties caused by negligence or misconduct by the indemnifying Party, its agents, employees, or contractors in the performance of this Agreement. In addition, the indemnifying Party will, to the extent of its negligence or misconduct, defend any action or suit brought by a third party against the indemnified Party for any loss, cost, claim, liability, damage, or expense caused by the indemnifying Party's negligence or misconduct, its employees, agents, or contractors, in the performance of this Agreement. No Party will have the duty to indemnify another to the extent of the other Party's own negligence or misconduct.

9. TAXES AND ASSESSMENTS

Subtenant will not be liable for payment of any real and personal property taxes or assessments that may be levied on the Premises or on Sublandlord's fixtures, improvements, equipment, or other property on the Premises not belonging to Subtenant. Subtenant must pay any sales tax due on any payment made under this Agreement.

10. ASSIGNMENT, SALE AND SUBLEASE

Subtenant may not sell, assign or sublease this Agreement without the written consent of the Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such assignment, sale or sublease also is subject to the written consent of Landlord under the terms of the Prime Lease.

11. CANCELLATION

Sublandlord may cancel this Agreement and recover possession of the Premises by giving Subtenant 30 days' prior written notice, upon the happening of any of the events listed below, that are not cured within the 30 day notice period:

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

Subtenant may cancel this Agreement with 30 days' written notice if (a) for any reason the Premises become unsuitable for its communications purposes, (b) the appointment of a trustee or receiver for the Sublandlord's assets in a proceeding brought by or against Sublandlord, or (c) the failure of Sublandlord to perform any provision or covenant in this Agreement. If such provision or covenant is not possible to perform within such 30 day cure period, Sublandlord shall not be in default under this Agreement if it has promptly commenced and is diligently pursuing the cure thereof.

12. NOTICES Any notices to be given under this Agreement by either Party to the other may be

effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

Sublandlord:

GCI Communication Corp.
Attn.: Carolyn Lima
2550 Denali Street, Suite 1000
Anchorage, AK 99503
Telephone: 907-868-5580
Email: clima@gci.com

Subtenant:

The Alaska Wireless Network, LLC
Attn.: Rachelle A. Alger
2550 Denali Street, Suite 1000
Anchorage, AK 99503
Telephone: 907-868-5771
Email: raalger@gci.com

With a copy of legal notices to:

GCI Communication Corp.
Attn: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

With a copy of legal notices to:

The Alaska Wireless Network, LLC.
Attn: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

or such other address or to the attention of such other person as the recipient Party may specify by prior written notice to the sending Party. Such notice will be effective as of the date of its receipt.

13. CONDEMNATION

If the whole of the Premises or such portion thereof as may be required for its reasonable use, is taken by virtue of any condemnation or eminent domain proceeding, this Agreement will automatically terminate as of the date of the condemnation, or as of the date possession is taken by the condemning authority, whichever is later. The charges will be apportioned as of the date of the end of possession. In case of the taking of a non-material (in Subtenant's reasonable opinion) part of the Premises not required by reasonable use of the Premises, then this Agreement will continue in full force and effect and the charges will be equitably reduced based upon the proportion by which the rentable area of the Premises is reduced. This reduction will be effective on the date of the partial taking.

14. DISPUTES

In any disputes between the Parties, the laws of the State of Alaska will govern. Any lawsuit must be brought in the courts of the State of Alaska. Either Party may request a mediation of any unresolved dispute. Subtenant agrees to notify Sublandlord of any claim, demand, or lawsuit arising out of Subtenant's occupation or use of the Premises. Upon Sublandlord's request, Subtenant will reasonably cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

15. NO WAIVER; CONSENTS

The failure of a Party to insist upon the strict performance of any provision in this Agreement may not be considered as a waiver or relinquishment of that provision for the future. The waiver of any provision or covenant in this Agreement cannot be enforced or relied upon unless the waiver is in writing and executed by the Party waiving such provision. Whenever consent by one Party is required in this Agreement, the granting of such consent in any one instance will not constitute continuing consent to subsequent instances where such consent is required.

16. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

17. QUIET ENJOYMENT; ACCESS

So long as Subtenant is not in breach of this Agreement, it shall have the right of quiet enjoyment of the Premises for the Term and all Extensions thereof, regardless of any sale, transfer, assignment or foreclosure of the Premises. This Agreement shall be binding on each Party's successors and assigns. Under no circumstances shall Subtenant be prevented or delayed from accessing its equipment during the Term and all Extensions, twenty-four hours a day, seven days a week.

18. BINDING AGREEMENT; AMENDMENTS; COUNTERPARTS

This Agreement shall be binding upon each Party's heirs, representatives, executors, successors and assigns. This Agreement may only be amended in writing, and such amendment shall be signed by authorized representatives of both Parties. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and both of which, collectively, taken together shall constitute one and the same Agreement. Delivery of an executed counterpart by electronic transmission email or fax shall be as effective as physical delivery of an executed counterpart.

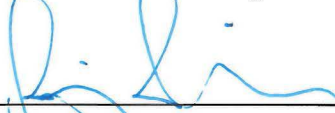
19. NON-DISCLOSURE AGREEMENT


Neither Party shall disclose the terms and conditions of this Agreement, including the rent due hereunder, outside its organization.

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

GCI Communication Corp.

The Alaska Wireless Network, LLC

By: 

By: 

Name: David Morris *simply sides*

Name: Ben Benton

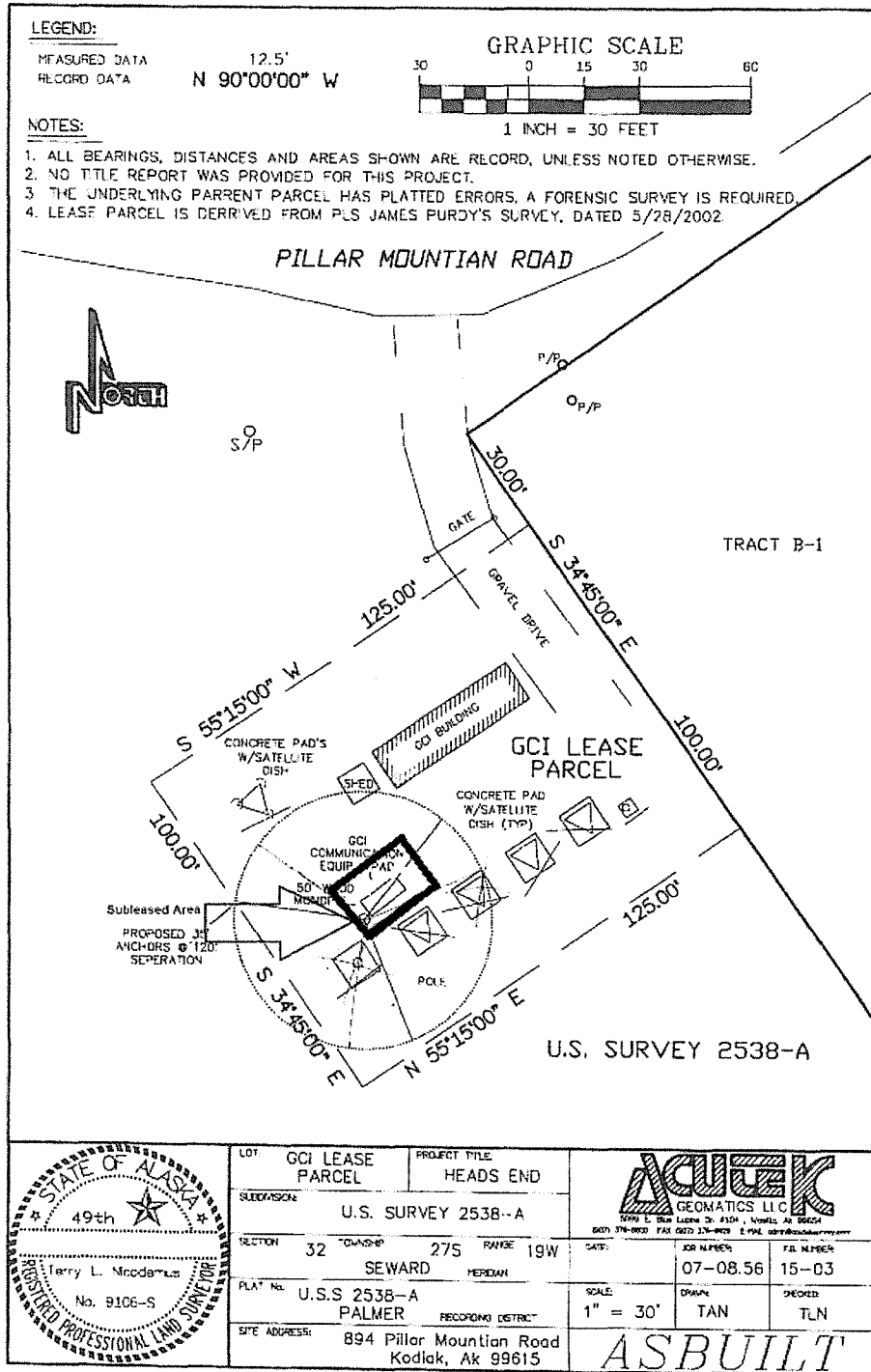
Title: VP, Corporate Communications & Services *Network Services Chief Engineer*

Title: VP, Wireless Operations

Date: 10/13/16

Date: 9/27/16

Exhibit A



	LOT: GCI LEASE PARCEL	PROJECT TITLE: HEADS END	 6070 376-8822 FAX 6070 376-8828 E MAIL adteka@adtekg.com		
	SUBDIVISION: U.S. SURVEY 2538--A				
	SECTION: 32 TOWNSHIP: 27S RANGE: 19W	DATE:	JOB NUMBER: 07-08.56	FILE NUMBER: 15-03	
	PLAT No: U.S.S 2538-A PALMER RECORDING DISTRICT	SCALE: 1" = 30'	DRAWN: TAN	CHECKED: TLN	
SITE ADDRESS: 894 Pillar Mountain Road Kodiak, Ak 99615			ASBUILT		

Consent Agreement

May 2, 2016

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, AK 99503
Attention: Carolyn Lima

Re: Request for Consent to Assignment

Dear Ms. Lima:

As you may be aware, on April 29, 2016, The Alaska Wireless Network, LLC ("AWN") and Vertical Bridge Tower II, LLC ("Buyer") entered into a Purchase and Sale Agreement (the "Agreement") involving a portion of AWN's tower portfolio (the "Portfolio"), under which Buyer will purchase, manage and operate the Portfolio. AWN will continue to operate its Alaska statewide wireless network as a tenant on the towers included in the Portfolio. The Lease(s) and the Site(s), as described in the attached Exhibit A, are part of the Portfolio and the Agreement.

AWN and Buyer expect the transaction described in the Agreement to close on or before June 15, 2016. As set out in the Agreement, (i) AWN will transfer all of its rights, title and interest in and to the Lease(s) and the Site(s) to AWN Tower Company, LLC, a new company which will be formed by AWN, (ii) AWN Tower Company, LLC will be purchased by and become a subsidiary of Buyer, and (iii) AWN Tower Company, LLC will sublease back a portion of the Site(s) to AWN and grant certain rights to AWN in the Agreement(s) and Site(s) regarding AWN's antenna facilities.

To the extent your consent is required to the transfers and sublease described above, AWN and Buyer request your consent by signing this letter and returning it in the enclosed self-addressed envelope.

AWN Tower Company, LLC will notify you of the date of the closing and of any change in its contact address.

AWN Tower Company, LLC, AWN, Buyer, and each of their respective affiliates are intended third party beneficiaries of this letter. This letter may be executed in separate counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument. Delivery of an executed signature page to this letter by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this letter.

Thank you for your prompt attention to this matter. If you have any questions about the Transaction or this request, please contact Rachelle Alger via email at raalger@gci.com or via phone at 907-868-5771. Otherwise, please sign this letter below where indicated and return to us in the enclosed self-addressed envelope.

1



[Remainder of Page Blank – Signature Page Follows]

Sincerely,

THE ALASKA WIRELESS NETWORK,
LLC

Rachelle A. Alger

By: _____

Name: Rachelle A Alger

Title: Contracts Administrator

Accepted and agreed:

GCI Communication Corp.

By: *WJW*
Name: Associate General Counsel
Title: William Wiland

Dated as of: 5/5/16



Exhibit A


List of Lease(s) and Site(s)

**Space & Power Collocation Agreement between The Alaska Wireless Network, LLC and GCI
Communication Corp. dated 5/1/2016 (AWN Contract #AWN-000652)**

Attached

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Thru: Mark Kozak, Public Works Director

Date: January 12, 2017

Agenda Item: V. c. **Authorization of Design and Bidding of Lift Station 3 and 4 Replacement Project No. 11-06/7509**

SUMMARY: Beginning in 2011, staff started to evaluate the condition of the downtown sanitary sewer lift stations 1 and 2. The design to rehabilitate lift stations 1 and 2 was completed and the project was constructed in late summer/fall of 2016. Lift station 3 (located near KEA downtown office) and lift station 4 (on Father Herman Street) have the same serious corrosion, electrical, and pump problems as lift stations 1 and 2. Staff asked DOWL for a proposal for design and bidding support for lift station 3 and 4 replacements. Staff recommends Council approve this professional services agreement with DOWL in the amount of \$244,195 with funds coming from Sewer Capital Improvement Fund Project No. 11-06/7509.

PREVIOUS COUNCIL ACTION:

- In FY2011, staff requested funds to evaluate both lift stations 1 and 2. At a later date, Council approved construction funds to replace or rehabilitate lift stations 3 and 4. In FY2015, the two projects (evaluation and construction) were combined into single project No. 7509.
- December 11, 2014, Council approved the design of lift stations 1 and 2 with DOWL.
- Council approved FY2016 budget for the purpose of evaluating and designing the rehabilitation of lift stations 3 and 4.
- September 2015, Council approved an engineering design memorandum scope of work for the rehabilitation of lift stations 3 and 4 with DOWL.
- On January 28, 2016, Council awarded the construction project to rehabilitate lift stations 1 and 2 to Brechan Construction LLC.
- Council approved FY2017 budget for additional funds to PN 11-06/7509 for design because the construction bids for lift stations 1 and 2 came in higher than estimated.

DISCUSSION: Lift stations 3 and 4 were installed as part of the mid-1970 construction of the interceptor system as the City's Wastewater Treatment Plant was being designed and built. The interceptor project started at lift station 1 by Kodiak Marine Supply and collects the wastewater all the way to lift station 5 on Metrokin Way. The only date staff could find for the project asbuilt was April 21, 1977, and that was noted at the Father Herman lift station 4. The rest of the construction and asbuilt drawings were not dated. The routing of the interceptor basically follows the coastline and the lift stations are located close to some of the original sewer discharge locations. As you move closer to the

Wastewater Treatment Plant (WWTP), each station increases in size and pumping capacity substantially. Station 5 had some minor upgrades as part of the WWTP upgrade project completed in the late 1990s and its evaluation and upgrading work will most likely be included in the WWTP assessment project. Stations 3 and 4 are still in the original configuration from the mid-1970s and once replaced, future work will need to continue on other lift stations.

Beginning in 2011, staff started the evaluations of lift stations 1 and 2 based on staff's recommendation because of the condition of the two stations. Staff knew stations 3 and 4 would need to be either rehabilitated or replaced after completing stations 1 and 2. Stations 3 and 4 have the same type of coating, corrosion, electrical, and pumping issues. A major failure of electric or leak within the dry well would be catastrophic. Both lift stations are below ground consisting of a dry well containing the electrical controls, pumps, and operation valves. The wet well sits right next to the dry well and serves as the collection point to pump from. This project will build from work already completed as part of the initial station evaluations performed by Smith and Loveless and Norton Corrosion Limited. The basis of design and bidding for lift stations 3 and 4 is based on the design memorandum completed by DOWL in August 2016.

The engineering design memorandum for lift stations 3 and 4 looked at three different rehabilitations or replacement options. After the work on lift stations 1 and 2, staff recommends the full replacement option for both stations; the design proposal is scoped to do that. The proposal is for replacement of both stations with the intent of keeping both existing stations operational during the construction of the new stations. Once constructed a by-pass system would be set up in order to connect the new stations to the inflow and discharge piping. The old stations would be abandoned in place once the new stations are operational. The project documents will define an acceptable abandonment processes.

The design scope also includes a time and material line for equipment purchase support. Depending on the results of Task 1-engineering report and 35 percent design, in order to get this project constructed this year, the City will have to procure the pumps sooner than waiting for the project bid due to long lead times on pumps, valves and control systems. Any work done under this time and material task will be approved by the City prior to work being started.

ALTERNATIVES:

- 1) Authorize the contract with DOWL for the full replacement of stations 3 and 4, which is staff's recommendation. The plan for full replacement is based on rehabilitating experiences during lift stations 1 and 2 and the known condition of stations 3 and 4. Both 3 and 4 appear to have adequate room on site to replace with above ground type stations rather than be restricted to below ground.
- 2) Do not approve the contract with DOWL or approve the rehabilitation approach, which is not recommended based on the work done on lift stations 1 and 2. Complete replacement is more expensive, but the risk of failure of old components is reduced and with the available above ground space, a full replacement will improve long term operation and safety for employees.

FINANCIAL IMPLICATIONS: The funding for design of this project was added to the existing Downtown Lift Station PN 11-06/7509 in FY2016 and 2017. This project is Public Works' highest priority project because of the very poor condition of the stations.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the professional service agreement with DOWL for the design and bidding support for lift stations 3 and 4 in the amount of \$244,195 with funds coming from the Sewer Capital Improvement Fund, Project No. 11-06/7509.

CITY MANAGER'S COMMENTS: I support staff's recommendation to award of the design and bidding assistance contract to DOWL for replacement of lift stations 3 and 4. Rebuilding and replacing is critical and the work the stations require is complex. There is adequate money in the project fund to cover the cost of the agreement, but once staff has a better construction cost estimate, additional project funds are likely to be needed in FY2018.

ATTACHMENT:

Attachment A: DOWL Design and Bidding Proposal, December 27, 2016

PROPOSED MOTION:

Move to authorize the professional service agreement with DOWL for the design and bidding support for lift stations 3 and 4 in the amount of \$244,195 with funds coming from the Sewer Capital Improvement Fund, Project No. 11-06/7509 and authorize the City Manager to execute the necessary documents for the City.



December 27, 2016
W.O. D60766

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

Subject: City of Kodiak, Sanitary Sewer Lift Stations 3 & 4
Proposal for Engineering Services

Dear Mr. Kozak:

DOWL appreciates the opportunity to submit a proposed scope of work and budget to the City of Kodiak (the City) for design services for sanitary sewer lift stations 3 and 4, located in the Aleutian Homes and High School Basins. The City of Kodiak Public Works Department has identified both lift stations as being near the end of their useful life. The scope of work is based on the recommendations and next steps from the *City of Kodiak Lift Stations 3 & 4 Evaluation Memorandum*.

SCOPE OF WORK

The scope of work includes providing an engineering report, bid ready plans, specifications and an engineer's cost estimate for the proposed upgrades for lift stations 3 & 4. These improvements will include replacement of the existing pumps, controls, electrical wiring, instrumentation, the standby generator system, generator enclosure, and wet wells. The geotechnical study (Task 3) is required to determine the existing soil bearing capacity and dewatering needs. An evaluation of the potential for variable frequency drive (VFD) pumps and submersible pumps is included in Task 1. This project will require survey be completed to determine existing utilities and if there is sufficient room for a new lift station. It is understood that others will complete the survey of the lift station areas. We have included a task to review the completed survey for this project (Task 2). Task 4 and 5 are design submittal phases which will include plans, specifications and cost estimates. Task 6 is bidding assistance. We will submit a future proposal for construction support services when proposed improvements are better defined.

The sanitary sewer lift stations 3 & 4 design will include the following lump sum phases:

Task 1: Engineering Report and 35% Design. The Engineering Report (ER) will include an evaluation of VFD pumps and submersible pumps with final recommendations appearing in the design. Based on the evaluation, the ER will also recommend which manufacturers should be pre-approved in the specifications. The 35% design submittal will include plans for the site layout and pump and mechanical sheets.

In this submittal we envision a sheet count as follows:

<u>Sheet count (11" x 17")</u>	<u>Estimated Number of Sheets</u>
Cover Sheet	1
Site Layout Sheets (10-Scale)	3
Pump & Mechanical Sheets	3

Task 2: Topographic Survey Coordination. DOWL will assist in defining the survey scope. The City selected surveyor will conduct the survey required for design, reduce the field survey, and provide a base AutoCAD file. This file will be plotted for DOWL review and then used in the preparation of design drawings. It will reflect information about underground utilities obtained from available record drawings, and the locations of the new test holes will be shown. DOWL will back-check the base map and work with the City or surveyor to verify the information is complete. The City selected surveyor will also sign the survey control drawing.

Task 3: Geotechnical Services. We propose to drill one test borings to depths of 30 feet near each lift station. The test borings will be drilled using a truck-mounted drill rig equipped with an air-driven downhole hammer. A report will provided with soil bearing capacity and if groundwater was found for these borings.

Task 4: 90% Design Submittal. After City and KEA review of the 35% design submittal the recommended changes will be incorporated into this submittal. The 90% design submittal will include 11"x17" plans, specifications, and an engineer's construction cost estimate.

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

<u>Sheet count (11" x 17")</u>	<u>Estimated Number of Sheets</u>
Cover Sheet	1
Legend, Notes, Index & Abbreviations	1
Key Map	1
Demolition Sheets (20-Scale)	2
By-pass Pumping Layout (20-Scale)	2
Site Layout Sheets (20-Scale)	3
Pump & Mechanical Sheets	3
Details Sheets	2
Generator and Module Building	2
Electrical Design Sheets	16
Total	33

Draft Special Provisions will be prepared for the City of Kodiak Standard Special Provisions (2012 edition) and technical specifications will be in CSI format.

Task 5: Final Design Submittal. After City and KEA review of the 90% design submittal, the recommended changes will be incorporated into the plan set and we will prepare the final bid documents.

The final submittal will consist of plans, specifications, and an engineer's construction estimate.

Task 6: ADEC Permitting. At the 90% design submittal, DOWL will prepare and submit applications to ADEC for Approval to Construct the proposed lift station improvements.

Task 7: Bidding Assistance. Services may include preparing agenda, answering contractor questions, preparing bid tabs, and other services as requested by the City of Kodiak.

- **Communications.** I will be DOWL's Project Manager and your primary point of contact on all civil engineering matters concerning this project. If you have questions or concerns, please call at any time.
- **Reproduction.** We will prepare three sets of the half size plans, specifications, and engineer's cost estimate for each submittal.

Task 8: Equipment Procurement. As determined necessary and only if requested by the City, DOWL will assist in procuring identified equipment with long lead time(s) to increase chance of construction in 2017.

ASSUMPTIONS

This proposal is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, we will advise you and assist in making appropriate adjustments to the scope of work and budget.

- The entire lift station will be replaced including existing pumps, control panels, instrumentation and power distribution. The existing wet and dry wells will be abandoned. The existing generator and generator building located at Lift Station 4 will be replaced.
- The standby generator system will be a receptacle at Lift Station 3 and a Genset in walk-in enclosure at Lift Station 4.
- The SCADA hardware and electrical components will be replaced with new hardware. No software programming for the existing SCADA system is included. It is assumed this work will be done by the City of Kodiak.
- Electrical service sizing and coordination with the serving utility (KEA) will be included.
- No electrical utility line extensions will be required.
- One site visit will be required during design excluding the geotechnical services. All review meetings will be via teleconference in Anchorage, AK.
- Topographic survey work will be provided by a surveyor contracted directly with the City of Kodiak.

- All construction will be bid under a single contract, without alternatives, which require additional drawings.

DELIVERABLE PRODUCTS

- Engineering Report and 35% Design
- Geotechnical Boring Report.
- 90% Design (Includes design drawings, specifications, and engineer's estimate).
- Final Design (Includes bid ready documents).

We are available to begin design immediately after receipt of a Notice-to-Proceed. We assume that the bulk of the construction will take place during the 2017 summer construction season.

FEE PROPOSAL

We propose to furnish the above-described services for a total fee of \$244,195, which includes our sub-consultant costs. This total fee consists of the following components, which is covered in detail on the attached estimates:

Phase Description (Basic Services)

Engineering Report and 35% Design Submittal (lump sum).....	\$ 32,101
Topographic Survey Coordination (lump sum)	\$ 7,320
Geotechnical Services (lump sum)	\$ 21,822
90% Design Submittal (lump sum).....	\$ 78,919
Final Design Submittal (lump sum).....	\$ 65,048
ADEC Permitting (lump sum)	\$ 4,980
Bidding Assistance (Time and Materials).....	\$ 14,005
<u>Equipment Procurement (Time and Materials).....</u>	<u>\$ 20,000</u>
TOTAL.....	\$244,195

A monthly statement will be provided showing the approximate percentage completion of each of these phases. Payment will be expected within 30 days.

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

Mr. Mark Kozak
City of Kodiak
December 27, 2016
Page 5

We trust this provided adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Sincerely,
DOWL

A handwritten signature in blue ink, appearing to read 'A. Christie', with a large, sweeping flourish underneath.

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

20161227.D60766.Kozak.ARC.mkr

Attachments: As stated

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Debra Marlar, City Clerk *DM*
Date: January 12, 2017

Agenda Item: V. d. Advisory Board Appointments

SUMMARY: Several advisory board seats will expire at the end of December. Volunteers were solicited via newspaper advertisements, public service announcements, and City Clerk and department head recruitment efforts. Applications have been received for appointment to the Personnel Board, Building Code Board of Appeals, Parks and Recreation Advisory Board, and Port and Harbors Advisory Board. Except for the Personnel Board whose appointments are made by the Council, appointments to the other boards are made by the Mayor and confirmed by the Council.

At Tuesday's work session, Mayor Branson and Councilmembers interviewed applicants and considered applications.

BACKGROUND: Advisory board members are appointed at the end of each year when terms expire and throughout the year as necessary.

Personnel Board KCC 2.08.170: Composition of personnel board: The city council shall appoint a personnel board consisting of three members serving for overlapping two-year terms, with terms commencing on January 1. Only persons who reside within the city shall be appointed. If any member ceases to reside within the city, that member shall thereupon cease to hold a position on the personnel board. The council shall fill vacancies in unexpired terms.

One application was received by the packet deadline. The available seats for appointment are:

- 1 seat ending December 31, 2018
- 2 vacant seats ending December 31, 2017

Applicant:
Pat Szabo

{Mayor Branson will make her appointments to the Building Code Board of Appeals, Parks and Recreation Advisory Board, and Port and Harbors Advisory Board.}

Building Code Board of Appeals KCC 14.40.010: The building code board of appeals shall consist of five members, four of whom shall be qualified by experience and training to pass upon matters pertaining to building construction. One member shall be selected from the community at large. Each of the five members shall be appointed by the mayor and ratified by the Council. There is no residency requirement.

One application was received by the packet deadline. The available seats for appointment are:

- 2 seats ending December 31, 2019
- 1 vacant seat ending December 31, 2018

Applicant:

Jerrold Friend

Parks and Recreation Advisory Board The Board is comprised of seven regular seats, two alternates, and two ex-officio members. Four regular members shall be residents within the Kodiak City limits, and three regular members shall be residents from inside or outside the Kodiak City limits. Two City resident members need to be appointed to regular seats to ensure the residency requirements stipulated in Resolution No. 2011–23 are met. The ex-officio student member shall be endorsed by the student council.

Four applications were received by the packet deadline. The available seats for appointment are:

- 4 regular seats ending December 31, 2019
- 2 alternate seats ending December 31 (*Resolution No. 2011–23 specifies other than ex-officio members, appointments shall be for three-year terms*)
- 1 student ex-officio seat with term to be set at appointment

Applicants:

Marcus Dunbar (C)
John Glover (B)
Jessica Horn (B)
Ryan Murdock (C)
Erica Kostelecky (student ex-officio)

Port and Harbors Advisory Board The board is comprised of seven regular seats, two alternates, and one student seat. There is no residency requirement.

Two applications were received by the packet deadline. The available seats for appointment are:

- 2 regular seats ending December 31, 2019
- 2 alternate seats ending December 31, 2017 (one-year terms)

Applicants:

Norm Lenon
Stormy Stutes

ATTACHMENTS:

Attachment A: Personnel Board Member List and Application

Attachment B: Building Code Board of Appeals Current Member List and Application

Attachment C: Parks and Recreation Advisory Board Current Member List and Applications

Attachment D: Port and Harbors Current Member List and Applications

PROPOSED MOTION:

Move to appoint Pat Szabo to a two-year seat on the Personnel Board and confirm the Mayoral advisory board appointments to Building Code Board of Appeals, Parks and Recreation Advisory Board, and Port and Harbors Advisory Board as stated.

JANUARY 12, 2017
Agenda Item V. d. Memo Page 3 of 3



Office of the City Clerk

710 Mill Bay Road, Room 219, Kodiak, Alaska 99615

PERSONNEL BOARD

Three seats

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS
2016	Pat Szabo pszabo@gci.net	486-3853			PO Box 1949
2017	Vacant				
2017	Vacant				

Regular terms expire December 31 (two-year terms)

Legislation

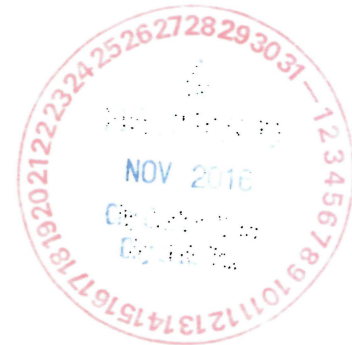
Established by City Charter
Duties listed in City Code 2.08.180

Appointments

12/13/84	12/27/84	12/19/85
01/08/87	02/12/87	02/26/87
10/08/87	12/14/87	04/14/88
07/14/88	12/12/88	01/11/90
02/22/90	12/14/90	01/14/93
12/22/94	12/14/95	12/12/96
09/30/97	12/11/97	12/10/98
02/10/00	12/13/01	12/13/07
12/11/08	09/24/09	12/9/10
12/8/11	12/13/12	12/12/13
1/9/15		



City Clerk's Office
 710 Mill Bay Road, Rm 219
 Kodiak, AK 99615
 (907) 486-8636 * (907) 486-8633 (fax)



Advisory Board Application Form

Pat Szabo
 NAME

486-3853 WORK TELEPHONE pszabo@gci.net
 HOME TELEPHONE FAX EMAIL

1819 Selief Lane
 RESIDENCE (STREET) ADDRESS

PO Box 1949 KODIAK, AK 99615
 MAILING ADDRESS

45 years 45 years
 LENGTH OF RESIDENCE IN KODIAK LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? Yes No
 Do you own property in the City of Kodiak? Yes No

On which boards are you interested in serving?
 (Please list in order of preference)

Personnel Board Personnel Board Member 2011-2016
Civilian Personnel Officer, USCG
Support Center Kodiak, 1972-1975
Personnel Managment Specialist,
U.S. Government, 1965-1969

Community Activities: Fairwind Players, treasurer
 Professional Activities: Retired

Pat Szabo
 SIGNATURE

November 27, 2016
 DATE

Return application to City Clerk, 710 Mill Bay Road, Room 219, Kodiak, AK 99615
 Fax: 486-8633



Office of the City Clerk

710 Mill Bay Road, Room 219, Kodiak, Alaska 99615

BUILDING CODE BOARD OF APPEALS

Five seats

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS
2018	John Butler JBHJS@PTIALASKA.NET	486-4604	486-3706	486-2497	P.O. Box 2610
2018	Ed Mahoney builders@ptialaska.net	486-1968	539-1234		3944 Spruce Cape Road
2018	Vacant				
2016	R. Scott Bonney STRALASKA@HOTMAIL.COM	907 301-8490			PO Box 5524, Chiniak AK 99615
2016	Gregg Hacker ghacker01@kibsd.org	539-5230	481-2288	481-2280	1310 Baranof St.

Legislation	Appointments
-------------	--------------

Kodiak City Code Chapter 14.40

10/25/84	01/23/86	02/12/87
01/08/87	12/14/87	12/12/88
01/26/89	01/11/90	12/14/90
01/09/92	01/14/93	01/27/94
12/22/94	12/14/95	12/12/96
03/27/97	12/11/97	12/10/98
02/10/00	05/24/01	12/13/01
01/23/03	01/13/05	12/15/05
12/13/07	02/28/08	12/11/09
12/9/10	2/23/12	12/13/12
2/13/14	12/10/15	



City Clerk's Office
 710 Mill Bay Road, Rm 219
 Kodiak, AK 99615
 (907) 486-8636 * (907) 486-8633 (fax)

Advisory Board Application Form

Terri Friend
 NAME
907 539-1975 ~~508~~ 486-3908 friend@alaska.n
 HOME TELEPHONE WORK TELEPHONE FAX EMAIL

1950 Mill Bay Road
 RESIDENCE (STREET) ADDRESS

Po Box 175 Kodiak AK **KODIAK, AK 99615**
 MAILING ADDRESS

50+ years
 LENGTH OF RESIDENCE IN KODIAK

50+ years
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak?
 Do you own property in the City of Kodiak?

Yes No
 Yes No

On which boards are you interested in serving?
 (Please list in order of preference)
Building Code Board of Appeals

Please list your areas of expertise and education that
 would benefit the boards for which you are applying.
General Contractor
50+ ON ARB FOR 20+ years

Community Activities:

Professional Activities: Contractor

[Signature]
 SIGNATURE

12-20-16
 DATE

Return application to City Clerk, 710 Mill Bay Road, Room 219, Kodiak, AK 99615
 Fax 486-8633



Office of the City Clerk

710 Mill Bay Road, Room 219, Kodiak, Alaska 99615

PARKS AND RECREATION ADVISORY BOARD

Nine members (including two alternates) from the community chosen to reflect cultural and ethnic diversity, one USCG representative, and one student seat. Four regular members shall be residents within the Kodiak City limits, and three regular members shall be residents from inside or outside the Kodiak City limits.

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS	City/KIB
2018	John Butler jbjhs@ptialaska.net	486-4604	486-3706	486-2497	PO Box 2610	B
2018	Helm Johnson helm@helmarts.com	539-5014	539-5014	866-510-1563	PO Box 261	C
2018	William McGuire bmcguire01@kibsd.org	406-799-1966			1524 Ismailov St.	C
2016	Jessica Horn hikeodg@gmail.com	487-2718	942-0441		665 Sargent Creek Rd.	B
2016	Marcus Dunbar mdunbar01@kibsd.org	486-0809	481-2214		1477 Selief Lane	C
2016	Natasha Hayden natashab@gci.net	486-5922	512-0519		305 Neva Way	B
2016	Ryan Murdock boneyardsurfing@gmail.com	952-1072	486-2316		3272 Mill Bay Rd.	C
2016 Alternate 1	John Glover jtgloverkodiak@gmail.com	486-2335	539-7004		521 Sut Larsen Way	N/A
2016 Alternate 2	Vacant					
USCG 2019	Lieutenant Commander Kyle Ensley Kyle.L.Ensley@uscg.mil	210-913-9884	487-5170 x 6678		207 Race Rock Ct. Apt. C	N/A
Student 2016	Erica Kostelecky ericakostelecky@gmail.com	486-9446			PO Box 2383	N/A

Regular terms expire December 31 (three-year terms)

Alternate terms expire December 31 (Resolution No. 2011–23 stipulates other than ex-officio members, terms shall be for three years)

USCG & Student terms set at appointment

Legislation

Resolution Number 03–84
Resolution Number 44–86
Resolution Number 2000–4, 01/27/00
Resolution Number 01–7, 02/22/01
Resolution Number 04–25, 07/08/04
Resolution Number 2011–23, 08/25/2011

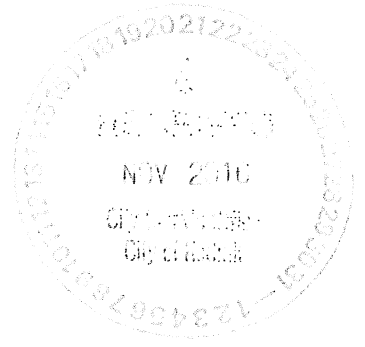
[Clerk's Note: The alternates do not make motions or vote unless regular member(s) are absent.]

Appointments

01/12/84	02/26/84	12/13/84
01/10/85	06/13/85	12/19/85
01/23/86	01/08/87	02/12/87
11/03/87	12/14/87	10/27/88
12/12/88	10/12/89	01/11/90
12/14/90	01/09/92	03/12/92
05/14/92	07/09/92	01/14/93
01/27/94	02/10/94	03/10/94
09/22/94	12/22/94	10/05/95
12/14/95	10/24/96	12/12/96
12/11/97	12/10/98	01/26/99
02/25/99	02/10/00	02/22/01
05/24/01	12/13/01	02/28/02
05/09/02	07/24/03	02/26/04
01/13/05	08/24/06	12/14/06
12/13/07	02/28/08	02/12/09
06/24/10	08/26/10	12/9/10
01/13/11	09/22/11	2/23/12
08/09/12	8/23/12	12/13/12
02/28/13	06/27/13	12/12/13
2/14/14	12/10/15	09/8/16



City Clerk's Office
 710 Mill Bay Road, Rm. 216
 Kodiak, AK 99615
 (907) 486-8636 / (907) 486-8600 (fax)



ADVISORY BOARD APPLICATION

Marcus Dunbar
 NAME

486-0809 HOME TELEPHONE cell 317-4325 WORK TELEPHONE _____ FAX

mdunbar01@kibsd.org
 EMAIL

1477 Schief Lane
 RESIDENCE (STREET) ADDRESS

same
 MAILING ADDRESS

20 years
 LENGTH OF RESIDENCE IN KODIAK

46 years
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? Yes No []
 Do you own property in the City of Kodiak? Yes No []

On which boards are you interested in serving?
 (List in order of preference)
Park & Rec Advisory

List your areas of expertise and education that would benefit the boards for which you are applying.
Professional Physical Education Teacher

Community Activities:
Hiking / Running / Biking
Skating / Volleyball /
Basketball / etc...

Professional Activities:
Teaching
Coaching

Marcus Dunbar
 Signature

11/15/16
 Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
 Fax: 486-8600

Revised: May 2013



City Clerk's Office
 710 Mill Bay Road, Rm. 216
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ADVISORY BOARD APPLICATION

John Glover
 NAME

486-2335 539-7004
 HOME TELEPHONE WORK TELEPHONE

 FAX

jt.gloverkodiak@gmail.com
 EMAIL

521 Svt Larsen Way
 RESIDENCE (STREET) ADDRESS

521 Svt Larsen Way
 MAILING ADDRESS

16 years
 LENGTH OF RESIDENCE IN KODIAK

15 years
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak?
 Do you own property in the City of Kodiak?

Yes [] No
 Yes [] No

On which boards are you interested in serving?
 (List in order of preference)

Parks and Recreation
advisory board

List your areas of expertise and education that would
 benefit the boards for which you are applying.

Master training specialist

Community Activities:

Involved with many youth
sports
President: Kodiak hockey league

Professional Activities:

20 years Active Duty
10 Civil service

[Signature]
 Signature

18 NOV 2016
 Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
 Fax: 486-8600



City Clerk's Office
 710 Mill Bay Road, Rm. 216
 Kodiak, AK 99615
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ADVISORY BOARD APPLICATION

Jessica Horn
 NAME

487-2718 HOME TELEPHONE 942-0441 CELL WORK TELEPHONE

_____ FAX hikeadg@gmail.com EMAIL

665 Sargent Creek Rd
 RESIDENCE (STREET) ADDRESS

SAME
 MAILING ADDRESS

15 years
 LENGTH OF RESIDENCE IN KODIAK

40 years
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak?
 Do you own property in the City of Kodiak?

Yes [] No [X]
 Yes [] No [X]

On which boards are you interested in serving?
 (List in order of preference)

Parks + Rec

List your areas of expertise and education that would benefit the boards for which you are applying.

Helped with P+R sports for many years as coach, ref, etc

Community Activities: _____

Kodiak Hockey League Board
Former Womens Bay Service Area Board

Professional Activities: _____

Jessica Horn
 Signature

11-18-16
 Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
 Fax: 486-8600



City Clerk's Office
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 Kodiak, AK 99615
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Advisory Board Application Form

RYAN Murdock
 NAME

907 952 1072 HOME TELEPHONE WORK TELEPHONE FAX Boneyardsusfin@gmail.com EMAIL

3272 MILL BAY RD
 RESIDENCE (STREET) ADDRESS

Same MAILING ADDRESS KODIAK, AK 99615

24 YRS
 LENGTH OF RESIDENCE IN KODIAK

31 YRS
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? Yes No
 Do you own property in the City of Kodiak? Yes No

On which boards are you interested in serving?
 (Please list in order of preference)

Please list your areas of expertise and education that would benefit the boards for which you are applying.

City Parks + Rec

Expert at Diagnostics, Repairs and Fixes of Machines + HVAC

Longtime park user

Community Activities: P + R Advisory Board
PAST 6 YRS

Professional Activities: ALPHA APPLIANCE

- Cyclist -
- MUSIC -

R Murdock
 SIGNATURE

12/28/16
 DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
 Fax: 486-8600

Revised: June 2009

Marlar, Debra

To: Marlar, Debra
Subject: FW: P&R Advisory Board Rec.

From: Glenn, Lindsey [<mailto:lglenn01@kibsd.org>]
Sent: Friday, December 30, 2016 10:59 PM
To: Gronn, Corey
Subject: P&R Advisory Board Rec.

To Whom It May Concern:

I would like to recommend Erica Kostelecky to continue to serve as the student representative for the Kodiak Board of Parks and Recreation. Erica has proven herself to be a responsible young lady who understands the importance of student voice and serving our student body and her community.

I unreservedly support Erica in her future service. Please contact me with any questions.

Thank you.

*Lindsey Glenn
Kodiak High School*



Office of the City Clerk

710 Mill Bay Road, Room 219, Kodiak, Alaska 99615

PORT AND HARBORS ADVISORY BOARD

Seven regular seats, two alternates, and one student seat

Effective December 10, 2015

TERM	BOARDMEMBER	HOME	WORK or CELL	FAX	MAILING ADDRESS
2017	Marty Owen kodiakowen@gmail.com	486-5079	654-8150		1223 Kouskov, St.
2017	Patrick O'Donnell gwfisheries@yahoo.com	486-2683	539-5296		P.O. Box 3075
2017	Nick Szabo herschel@gci.net	486-3853	486-3853	486-3853	P.O. Box 1633
2018	Tim Abena timabena@aol.com	486-3290	360 957-3200	486-3290	3103 Mill Bay Road
2018	Oliver Holm chicken@gci.net	486-6957	907-654-7005	N/A	P.O. Box 8749
2016	Ralph (Skip) Bolton skip2@gci.net	486-4099	317-8660	486-2030	P.O. Box 2852
2016	David Jentry dwjentry@gci.net	486-5205	486-5205	486-5243	P.O. Box 3128
2016 *Alternate 1	Stormy Stutes stutes@gci.net	486-8757	942-2121	486-8709	2230 Monashka Way
2016 *Alternate 2	VACANT				
Student (ex-officio)	VACANT				

Regular terms expire December 31 (three-year terms)

Alternate terms expire December 31 (one-year terms)

Student term expires May 31 (one-year term)

Legislation

Resolution Number 49–81
Resolution Number 44–86
Resolution Number 54–87
Resolution Number 05–94
Resolution Number 98–32

***[Clerk's Note: The alternates do not make motions or vote unless regular member(s) are absent.]**

Appointments

11/03/87	12/14/87	10/27/88
12/12/88	10/12/89	01/11/90
02/22/90	12/14/90	01/09/92
03/12/92	01/14/93	01/27/94
02/10/94	09/22/94	12/22/94
10/05/95	12/14/95	12/12/96
12/11/97	12/10/98	02/10/00
02/22/01	05/24/01	12/13/01
09/12/02	01/23/03	01/22/04
01/13/05	12/15/05	12/14/06
12/13/07	02/12/09	12/11/09
12/9/10	12/8/11	12/13/12
12/12/13	1/8/15	12/10/15

Updated December 28, 2016



City Clerk's Office
 710 Mill Bay Road, Rm. 216
 Kodiak, AK 99615
 (907) 486-8636 / (907) 486-8600 (fax)



ADVISORY BOARD APPLICATION

Norm Leno
 NAME

512-0752 HOME TELEPHONE 942-3593 WORK TELEPHONE

 FAX

rymar@yci.net
 EMAIL

522 Sot Larsen way
 RESIDENCE (STREET) ADDRESS
same

MAILING ADDRESS

35 years
 LENGTH OF RESIDENCE IN KODIAK

38 year
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak?
 Do you own property in the City of Kodiak?

Yes No
 Yes No

On which boards are you interested in serving?
 (List in order of preference)

ports & harbor

List your areas of expertise and education that would benefit the boards for which you are applying.

Vessel owner and operator
Captain 31 years

Community Activities: Volunteer for kids sports football

Professional Activities: Fishermen

[Signature]
 Signature

11/17/2014
 Date

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 Fax: 486-8600



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 Kodiak, AK 99615
 (907) 486-8636 / (907) 486-8600 (fax)



ADVISORY BOARD APPLICATION

Stormy Stutes
 NAME

486-8757
 HOME TELEPHONE

942-2121
 WORK TELEPHONE

486-8709
 FAX

stutes@gci.net
 EMAIL

2230 Monashka Way
 RESIDENCE (STREET) ADDRESS

Kodiak, Alaska
 MAILING ADDRESS

44 years
 LENGTH OF RESIDENCE IN KODIAK

64 years
 LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak?
 Do you own property in the City of Kodiak?

Yes [] No
 Yes [] No

On which boards are you interested in serving?
 (List in order of preference)

Ports and Harbor

List your areas of expertise and education that would benefit the boards for which you are applying.

retired commercial fisherman after 44 years

Owner of 34' vessel moved in harbor since 1983

Community Activities:

past pres: Pioneers of AK
past commander: American Legion

Professional Activities:

husband of State Legislator

Stormy Stutes
 Signature


27 Nov '16
 Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
 Fax: 486-8600

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EXECUTIVE SESSION

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: January 12, 2017

Agenda Item: X. a. Review City Manager's Contract

SUMMARY: The Mayor and City Council will go into executive session to review the City Manager's employment contract.

PROPOSED MOTION:

Move to enter into executive session as authorized by Kodiak City Code Section 2.04.100(b)(2) to review the City Manager's employment contract.

JANUARY 12, 2017
Agenda Item X. a. Memo Page 1 of 1