



CITY OF KOTZEBUE NOTICE

Regular City Council Meeting Agenda

January 18, 2024 at 5:15 PM

City Hall Chambers – 258 A Third Avenue

THE PUBLIC IS ENCOURAGED TO ATTEND.

For residents who want to participate telephonically call: **1-800-315-6338**; access code:
49401#

- I. Call to Order**
- II. Roll Call**
- III. Invocation/Moment of Silence**
- IV. Pledge of Allegiance**
- V. Adoption of The Agenda**
- VI. Adoption of Minutes**
 - a) December 14, 2023 Minutes
- VII. Citizen Comments**
- VIII. Correspondence**
 - a) State of Alaska Revolving Fund (SRF) State Fiscal 2024
- IX. Unfinished Business**
 - a) Cape Blossom Road Update
 - b) Washeteria Update
 - c) Grain Capital Corporation (Cain Building) Discussion
- X. New Business**
 - a) VACANT SEAT E
 - b) **ORDINANCE 23-06 ENTITLED:** "AN ORDINANCE AMENDING THE KOTZEBUE MUNICIPAL CODE (KMC) SECTION 2.20.030(A), 'REGULAR MEETINGS,' TO PROVIDE FOR TWICE-A-MONTH REGULAR MEETINGS OF THE CITY COUNCIL."

- c) ORDINANCE 23-07 ENTITLED:** "A NON-CODE ORDINANCE SETTING THE FEE SCHEDULE FOR THE CITY OF KOTZEBUE FOR CY2024, JANUARY 1, 2024 TO DECEMBER 31, 2024."
- d) ORDINANCE 24-01 ENTITLED:** "A CODE ORDINANCE REMOVING ALL SPECIFIC FEE REFERENCES FROM THE KOTZEBUE MUNICIPAL CODE AND PLACING SAME IN THE ANNUALLY ADOPTED FEE SCHEDULE."
- e) RESOLUTION 24-01,** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ADOPTING A RETIREMENT GIFT POLICY"
- f) RESOLUTION 24-02,** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING AND ADOPTING THE JANUARY 2024 LONG RANGE TRANSPORTATION PLAN ("LRTP")"
- g) RESOLUTION 24-03,** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING *NUNC PRO TUNC* A CONTRACT FOR CY2024 WITH CROWLEY FUELS, LLC"
- h) RESOLUTION 24-04,** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE ALASKA MARINE LINES ("AML") TRANSPORTATION AGREEMENT FOR CY2024."
- i) RESOLUTION 24-05,** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING PURCHASE ORDER #PW24-001 FOR A VAUGHN S4S-096 SUBMERSIBLE CHOPPER PUMP 20HP IN THE AMOUNT OF FIFTY-NINE THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND NO CENTS ("59,407.00") FROM DELTA p PUMP & EQUIPMENT, EAGLE RIVER, ALASKA."
- j) RESOLUTION 23-55,** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ESTABLISHING A SEVEN-MEMBER PARKS AND RECREATION ADVISORY COMMITTEE ("PRAC")."

I. Manager's Reports

1. City Manager
2. Holland and Hart
3. The Mulder Company
4. Joe Evans City Attorney
5. Finance Director

6. Public Works
 - i. Public Works Water
7. Police Department
8. Fire Department
9. Parks & Recreation
10. Package Store
11. Public Relations/Human Resources
12. Planning Department

XI. Council Members Comments

Seat F: Ariana Erlich

Seat G: Johnson Greene

Seat B: Derek Haviland-Lie

Seat D: Saima Chase

Seat C: Joshua Hadley

Seat E: Open

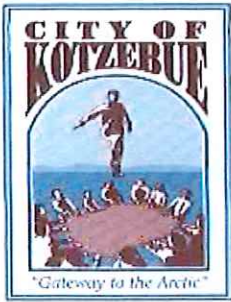
Seat A: Ernest Norton

Youth Representative: Finnian Sweeney

XII. Executive Session

- a) City Manager Annual Review

XIII. Adjournment



CITY OF KOTZEBUE
REGULAR CITY COUNCIL MEETING
CITY HALL CHAMBERS
December 14, 2023
AGENDA
AMENDED
Minutes

I. Call to Order

Vice Mayor Derek Haviland-Lie called the meeting to order at 5:15pm.

II. Roll Call

Present in person, Vice Mayor Derek Haviland-Lie, Council Members Ariana Erlich, Johnosn Greene, Ernest Norton, Joshua Hadley, and non-voting Youth Representative Finnian Sweeney. Attended telephonically Mayor Chase.

Quorum established.

III. Invocation/Moment of Silence

Moment of Silence.

IV. Pledge of Allegiance

All stood and recited the Pledge of Allegiance.

V. Adoption of the Agenda

City Clerk amended the agenda, under New Business add items:

g) Resolution 23-56, j) Letter of Interest Planning Commission-Jonathan Heft, k) Letter of Interest LBCB/LRA-Clay Nordlum, l) City Council Seat "E" Vacancy, Seat "E" Sandra Shroyer-Beaver Resignation Letter, b) City Council Seat Vacancy Notice, Amend Resolution 23-56 strike NWAB, NIHA, NANA from the fourth WHEREAS, also add Ordinance 23-04 Amended.

Johnson Greene moved, and Joshua Hadley seconded the motion to approve the agenda with noted changes.

Motion Passed by Voice Vote.

VI. Adoption of Minutes

Johnson Greene moved, and Ernest Norton seconded to approve the November 16, 2023 Minutes.

Motion Pass Unanimously by Voice Vote.

VII. Citizens Comments

The following legal proceeding regarding Citizens Comments, all comments found on recording at the City Hall.

VIII. Correspondence

a) Arctic Encounter Symposium

Mayor Chase announced that she was invited to attend the Arctic Encounter Symposium. The Symposium will be held in Anchorage from April 10-12 at the Dena'ina Center.

IX. Unfinished Business

- a) Cape Blossom Road Update
- b) Washeteria Update
- c) Fox DLP Form
- d) Scholarship Application/ATC

The following legal proceeding regarding Unfinished Business, all comments can be found on recording at the City Hall.

X. New Business

- a) **ORDINANCE 23-04 AMENDED ENTITLED:** "A NON-CODE ORDINANCE SETTING THE BUDGET, AND CAPITAL PROJECTS BUDGET, FOR THE CITY OF KOTZEBUE FOR CY2024, JANUARY 1, 2024 TO DECEMBER 31, 2024."

Vice Mayor opened the 3rd Public Hearing for Ordinance 23-04 Amended. Vice Mayor closed the 3rd Public Hearing for Ordinance 23-04 Amended.

Ernest Norton moved and Joshua Hadley second to approve Ordinance 23-04 Amended.

	The Roll Call Vote		
Joshua Hadley	Yes	Ernest Norton	Yes
Saima Chase	Yes	Ariana Erlich	Yes
Johnson Greene	Yes	Derek Haviland-Lie	Yes

Motion Passed.

- b) **ORDINANCE 23-06 ENTITLED:** "AN ORDINANCE AMENDING THE KOTZEBUE MUNICIPAL CODE ("KMC") SECTION 2.20.030(A), 'REGULAR MEETINGS,' TO PROVIDE FOR TWICE-A-MONTH REGULAR MEETINGS OF THE CITY COUNCIL."

Vice Mayor Derek Haviland-Lie introduced Ordinance 23-06, the first public hearing will be held January 18, 2024 Regular City Council Meeting.

	The Roll Call Vote		
Johnson Greene	Yes	Saima Chase	Yes
Derek Haviland-Lie	Yes	Ariana Erlich	Yes
Joshua Hadley	Yes	Ernest Norton	Yes

Motion Passed.

- c) **ORDINANCE 23-07 ENTITLED:** “A NON-CODE ORDINANCE SETTING FEE SCHEDULE FOR THE CITY OF KOTZEBUE FOR CY2024, JANUARY 1, 2024 TO DECEMBER 31, 2024.”

Vice Mayor Derek Haviland-Lie introduced Ordinance 23-07, the first public hearing will be held January 18, 2024.

	The Roll Call Vote		
Ernest Norton	Yes	Joshua Hadley	Yes
Derek Haviland-Lie	Yes	Johnson Greene	Yes
Ariana Erlich	Yes	Saima Chase	Yes

Motion Passed.

- d) **RESOLUTION 23-53:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING THE NANA VILLAGE ECONOMIC INVESTMENT (“VEI”) GRANT FOR THE CITY OF KOTZEBUE LANDFILL UPDATE AND INFRASTRUCTURE PROJECT IN THE AMOUNT OF SEVEN HUNDRED AND EIGHTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$782,500.00) AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SIGN AND SUBMIT THE NECESSARY DOCUMENTS TO ACCEPT THIS GRANT AND EFFECTUATE THE REPORTING REQUIREMENTS FOR SAME.

Johnson Greene moved, and Ariana seconded to approve Resolution 23-53.

	The Roll Call Vote		
Derek Haviland-Lie	Yes	Ariana Erlich	Yes
Johnson Greene	Yes	Joshua Hadley	Yes
Saima Chase	Yes	Ernest Norton	Yes

Motion Passed.

- e) **RESOLUTION 23-54:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING THE NORTHWEST ARCTIC BOROUGH VILLAGE IMPROVEMENT FUND (“NWAB VIF”) GRANT FOR THE PURCHASE OF A CAR CRUSHER FOR THE CITY OF KOTZEBUE IN THE AMOUNT OF TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SIGN AND SUBMIT THE NECESSARY DOCUMENTS TO ACCEPT THIS GRANT AND EFFECTUATE THE REPORTING REQUIREMENTS FOR SAME.

Ernest Norton moved, and Joshua Hadley seconded to approve Resolution 23-54.

	The Roll Call Vote		
Ernest Norton	Yes	Derek Haviland-Lie	Yes
Saima Chase	Yes	Joshua Hadley	Yes
Johnson Greene	Yes	Ariana Erlich	Yes

Motion Passed.

- f) **RESOLUTION 23-55:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ESTABLISHING A SEVEN-MEMBER PARKS AND RECREATION ADVISORY COMMITTEE

Johsua Hadley moved, and Ernest Norton seconded to approve Resolution 23-55.

The Roll Call Vote

Joshua Hadley	Yes	Saima Chase	Yes
Johnson Greene	Yes	Derek Haviland-Lie	Yes
Ernest Norton	Yes	Ariana Erlich	Yes

Motion Passed.

- g) **RESOLUTION 23-56 AMENDED:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE DIRECTING THE CITY MANAGER OR HER DESIGNEE TO PARTICIPATE IN THE ALASKA HOUSING FINANCE CORPORATION’S (“AHFC”) LAST FRONTIERS HOUSING INITIATIVE AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO WORK WITH AHFC AND OTHER KOTZEBUE PARTNERS TO INVEST FIVE MILLION DOLLARS (\$5,000,000) TO SPUR NEW HOUSING IN KOTZEBUE.

Johnson Greene moved to amend Resolution 23-56 and Joshua Hadley seconded, amend the fourth WHEREAS strike NWAB, NIHA and NANA.

The Roll Call Vote

Ariana Erlich	Yes	Joshua Hadley	Yes
Saima Chase	Yes	Derek Haviland-Lie	Yes
Johnson Greene	Yes	Ernest Hadley	Yes

Motion Passed to Amend Resolution 23-56.

Johnson Greene moved, and Ernest Norton seconded to approve Amended Resolution 23-56.

The Roll Call Vote

Johnson Greene	Yes	Saima Chase	Yes
Derek Haviland-Lie	Yes	Ernest Norton	Yes
Ariana Erlich	Yes	Joshua Hadley	Yes

Motion Passed.

- h) **Burned & Abandoned Structures**
The following legal proceeding regarding Abandoned Structures, all comments can be found on recording at the City Hall.
- i) **Donation Request Kobuk 440 Racing Association**
The following legal proceeding regarding Donation Request Kobuk 440 , all comments can be found on recording at the City Hall.
- j) **Letter of Interest Planning Commission-Jonathan Heft**
Ernest Norton moved, and Joshua Hadley seconded to approve Letter of Interest Planning Commission from Johnathan Heft.

Motion Passed by Voice Vote.

k) Letter of Interest Local Beverage Control Board/LRA-Clay Nordlum
Ernest Norton moved, seconded by Johnson Greene to approve the Letter of Interest
Local Beverage Control Board/LRA from Clay Nordlum
Motion Passed by Voice Vote.

l) City Council Seat E Vacancy

a) Seat E Sandra Shroyer-Beaver Resignation Letter

b) City Council Seat Vacancy Notice

Johnson Greene moved, and Ariana Erlich moved to except the Resignation Letter from
Sandra Shroyer-Beaver, also will post the Vacancy Notice.

Motion Passed by Voice Vote.

XI. Manager’s Report

- a) City Manager
- b) Holland & Hart
- c) The Mulder Company
- d) Joe Evans City Attorney
- e) Finance Director (Need to vote to accept & approve Finance Report)
- f) Public Works (Need to vote to approve Public Works Report)
 - Public Works Water
- g) Police Department
- h) Fire Department
- i) Parks & Recreation
- j) Package Store
- k) Public Relations/Personnel Office
- l) City Planner

The following legal proceeding regarding Manager’s Reports Comments, all comments
can be found on recording at the City Hall.

Joshua Hadley moved, seconded by Ernest Norton to accept, and approve the Finance Report

The Roll Call Vote

Johnson Greene	Yes	Derek Haviland-Lie	Yes
Joshua Hadley	Yes	Ariana Erlich	Yes
Ernest Norton	Yes	Saima Chase	Yes

Motion Passed to accept and approve the Finance Report.

Joshua Hadley moved, and seconded Johnson Greene to approve Public Works Report.

The Roll Call Vote

Ernest Norton	Yes	Derek Haviland-Lie	Yes
Saima Chase	Yes	Joshua Hadley	Yes
Johnson Greene	Yes	Ariana Erlich	Yes

Motion Passed to approve Public Works Report.

XII. Council Members Comments

- Seat C: Joshua Hadley
- Seat A: Ernest Norton
- Seat B: Derek Haviland-Lie

Seat D: Saima Chase
Seat G: Johonson Greene
Seat E: Sandra Shroyer-Beaver
Seat F: Ariana Erlich
Youth Representative: Finnian Sweeney

The following legal proceeding regarding Council Members Comments, all comments can be found on recording at the City Hall.

XIII. Executive Session

Councilor Joshua Hadley made a motion and Seconded by Councilor Ernest Norton, to move the Council and go into an executive session in order that we may discuss matters, the immediate knowledge of which would have an adverse effect upon the finances of the City and to discuss subjects that tend to prejudice the reputation and character of any person; in matters that are required by law to be kept confidential.

The Council Members went to Executive Session at 8:16pm.

The meeting reconvened in open session at 8:50pm.

Vice Mayor Derek Haviland-Lie reported that no votes were taken, and direction was given to Administration.

XIV. Adjournment

Ernest Norton moved, and Johnson Greene seconded to Adjourn.

Motion Passed by Voice Vote.

Adjourn at 8:51pm.

Accepted By:

Saima Chase Mayor

Date

Department of Environmental Conservation

DIVISION OF WATER Technical Assistance and Financing

555 Cordova Street Anchorage, Alaska 99501 Main: 907.269.7502 Fax 907.269.7509 dec.alaska.gov



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

August 1, 2023

Teressa Baldwin, City Manager City of Kotzebue PO Box 46 Kotzebue, AK 99758

Dear Ms. Baldwin:

The Alaska State Revolving Fund (SRF) Program State Fiscal Year 2024 (SFY24) Intended Use Plans for the Alaska Clean Water Fund (ACWF) and the Alaska Drinking Water Fund (ADWF) have been finalized. The Intended Use Plans can be found online at: https://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/intended-use-plans/. The following City of Kotzebue projects are included on the Project Priority Lists:

Alaska Clean Water Fund

Table with 5 columns: Score, Project Name, Requested Loan Amount, Principal Forgiveness, Estimated Construction Start Date. Rows include Fire Hall Lift Station and Sewer System and Storm Drain Planning, Design and Construction.

Alaska Drinking Water Fund

Table with 5 columns: Score, Project Name, Requested Loan Amount, Principal Forgiveness, Estimated Construction Start Date. Rows include Lagoon Water Service Loop Replacement and Swan Lake Water Service Loop Replacement.

The proposed Storm Drain Planning, Design and Construction project has been identified to receive \$1,000,000 in loan forgiveness. In addition, the Lagoon Water Service Loop Replacement project has been identified to receive \$2,500,000 in loan forgiveness. In order to retain eligibility for this loan forgiveness, Kotzebue must enter into loan agreements for these projects by February 29, 2024. If loan agreements cannot be executed by the end of February 2024, the loan forgiveness funds for these projects may be made available to the next highest ranked eligible project on the SFY24 Project Priority List that is ready to move forward.

As mentioned in the Intended Use Plan, projects may remain on the Project Priority List for a maximum of two years. These projects will retain the same score originally assigned unless a revised questionnaire is submitted and reviewed. If an application has not been submitted for this project within two years from the date that the project

questionnaire was submitted, the project will be removed from the list and a new questionnaire will be required to relist the project.

If you interested in moving forward with loan applications, I would suggest setting up a phone meeting so that we can provide more information about the financing projects through the SRF Program and discuss the next steps in the loan application process. Please let me know if you are interested in meeting with the SRF Program.

Sincerely,

Peggy Ulman
Peggy Ulman, SRF Program Coordinator
peggy.ulman@alaska.gov 907-334-2681



**CITY OF KOTZEBUE, ALASKA
ORDINANCE NO. 23-06**

ENTITLED: "AN ORDINANCE AMENDING THE KOTZEBUE MUNICIPAL CODE ("KMC") SECTION 2.20.030(A), 'REGULAR MEETINGS,' TO PROVIDE FOR TWICE-A-MONTH REGULAR MEETINGS OF THE CITY COUNCIL."

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KOTZEBUE, ALASKA:

- Section 1.** This is a Code Ordinance.
- Section 2.** The current version of KMC Section 2.20.030(A) is attached hereto as Exhibit "A."
- Section 3.** The revised and annotated version of Section 2.20.030(A) is attached hereto as Exhibit "B," with annotations bolded and underlined and deletions bracketed.
- Section 4.** The new Section 2.20.030(A) of the Kotzebue Municipal Code, which is hereby enacted, is attached hereto as Exhibit "C."
- Section 5.** Pursuant to the Kotzebue Municipal Code, Section 1.12.030(B), this Ordinance shall become effective on February 1, 2024.

ENACTED this 18th day of January 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

ATTESTATION: I, Rosie Hensley, Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 23-06, was duly presented to the Kotzebue City Council, duly published and that a valid public hearing was held and that it was duly enacted on December 21, 2023.

Published/Posted: December 1, 2023
Introduction: December 14, 2023
Re-Posted: January 2, 2024
First Public Hearing: January 18, 2024
Passage: January 18, 2024

Attachments:

Exhibit "A" -- Current version of KMC Section 2.20.030(A)
Exhibit "B" -- Annotated version of KMC Section 2.20.030(A)
Exhibit "C" -- Newly-enacted KMC Section 2.20.030(A).

2.20.030 – Regular meetings.

A. The date and time of the regular meetings of the city council shall be the third Thursday of each month and the place for the meeting shall be the City Hall in Kotzebue or such other place as the council by resolution shall authorize. The meeting shall promptly start at 5:15 p.m. and adjourn not later than midnight. The city council may extend the meeting beyond midnight by a two-thirds vote of the members present. The mayor, with approval of the city council, may reschedule the date of this regular meeting at least one week prior to the date of such rescheduled meeting and notice of such change shall be posted at the City Hall.

B. All meetings of the city council shall be open to the public and may be continued to another time and location.

C. the place of meetings may be changed by resolution of the council, if adopted at least two weeks prior to the changing of the location of the council chambers, and such resolution shall be posted at the City Hall. (Ord. 03-8 § 3 (part), 2003; Ord. 17-07 § 4, 2017).

2.20.030 – Regular meetings.

A. The date and time of the regular meetings of the city council shall be the **first and** third Thursdays of each month and the place for the meeting shall be the City Hall in Kotzebue or such other place as the council by resolution shall authorize. The meetings shall promptly start at 5:15 p.m. and adjourn not later than midnight. The city council may extend the meetings beyond midnight by a two-thirds vote of the members present. The mayor, with approval of the city council, may reschedule the date of [this] **these** regular meetings at least one week prior to the date of such rescheduled meetings and notice of such change shall be posted at the City Hall.

B. All meetings of the city council shall be open to the public and may be continued to another time and location.

C. the place of meetings may be changed by resolution of the council, if adopted at least two weeks prior to the changing of the location of the council chambers, and such resolution shall be posted at the City Hall. (Ord. 03-8 § 3 (part), 2003; Ord. 17-07 § 4, 2017)[.]; **Ord. 23-06 §4, 2023).**



**CITY OF KOTZEBUE, ALASKA
ORDINANCE NO. 23-07**

ENTITLED: "A NON-CODE ORDINANCE SETTING THE FEE SCHEDULE FOR THE CITY OF KOTZEBUE FOR CY2024, JANUARY 1, 2024 TO DECEMBER 31, 2024."

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KOTZEBUE, ALASKA:

Section 1. This is a Non-Code Ordinance.

Section 2. The City Council held a CY2024 Budget Work Shop on Monday, August 28, 2023 and gave the City Administration direction on the fee schedule for CY2024.

Section 3.

This Ordinance will be introduced on December 14, 2023, with a first public hearing on January 18, 2024 and with an effective date of February 1, 2024 if duly passed on that date.

ENACTED this 14th day of December, 2023.

CITY OF KOTZEBUE

Saima Chase, Mayor

Non-Code Ordinance 23-07
CY2024 City of Kotzebue Fee Schedule
Page 2 of 2

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

ATTESTATION: I, Rosie Hensley, Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 23-07, was duly presented to the Kotzebue City Council, duly published, as noted below and that a valid public hearing was held on January 18, 2024 and that this non-code ordinance was duly passed on January 18, 2024.

Introduction: December 14, 2023
Published/Posted: December 2, 2023
Re-Posted: January 2, 2024
First Public Hearing: January 18, 2024
Passed and Approved: January 18, 2024
Effective: February 1, 2024

Attachments --Exhibit "A" – CY2024 Fee Schedule [13 pages]

CITY OF KOTZEBUE ~~CY23~~ CY24 FEE SCHEDULE

Administration

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Business License	\$50.00	January – December	
<i>Business License Reprint</i>	\$10.00	January – December	
<i>Late Filing Fee</i>	\$25.00 \$26.75	After January 1st	Monthly
<i>Failure to Display</i>	\$25.00 \$26.75	January – December	
<i>Special Event License</i>	\$25.00 \$26.75	January – December	Each Event
Chauffeur Permit		January 1-December 31	
<i>Operator Only</i>	\$50.00		Fee Per Permittee
<i>Taxicab/Food Delivery Permit</i>	\$50.00 \$107.00	January 1- December 31	Per Vehicle (Required: Operator Information and Proof of Insurance)
Sales Tax Rate	6%		
Tobacco License Fee	\$100.00 \$535.00	January 1-December 31	
Marijuana License Fee	\$100.00 \$535.00	January 1-December 31	
Copy and/or Fax	\$0.25 \$0.27		Per page
Map	\$30 \$32.10		Each
Notary	\$5.00 \$5.35		Each
Non-Sufficient Funds (NSF)	\$30.00 \$32.10		Each
Pin	\$3.00 \$3.21		Each
Drug Testing	\$150.00 \$160.50		Each Occurrence
Public Information			
<i>Audio Recordings</i>	\$15.00 \$16.05		Each
<i>Copies of Documents</i>	\$0.25 \$0.27		Per page
<i>Copies of Drawings</i>	Actual Cost		Actual Cost of Copy
<i>Research/copying costs</i>	Actual Cost		Above five (5) hours

Package Store – check permit sales prices

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Non-Residential Permit	\$50.00	180 Days	
	\$40.00	90 Days	
	\$30.00	30 Days	
	\$20.00	10 Days	
Resident Permit New	\$60.00	One Year	New Applicants Only
Resident Permit Renewal	\$35.00	One Year	Renewal
Pick up Fee	\$40.00	Each	

Parks & Recreation – Fees

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Youth Center Facility Rental	\$50.00 \$55.00	1 Hour	Setup during Valid Period
	\$100.00 \$110.00	2 Hours	Setup during Valid Period
	\$200.00 \$215.00	4 Hours	Setup during Valid Period
	\$400.00 \$430.00	8 Hours	Setup during Valid Period
<i>Facility Deposit</i>	\$100.00 \$100.00	Each	Refundable Upon Completion of Clean-up
Tables Rentals	\$25.00 \$30.00	Up to 20	Per day
Tables Rentals	\$50.00 \$55.00	21 or More	Per day
Chairs Rentals	\$25.00 \$30.00	Up to 50	Per day
Chairs Rentals	\$50.00 \$55.00	51 or More	Per day
Armory Workout	\$4.00 \$5.00		Per Day
Armory Punch Card	\$36.00 \$39.00	10 Visits	
Armory Punch Card	\$76.00 \$82.00	21 Visits	
Ski Rentals	\$3.00 \$4.00	Per day	
<i>Ski Equipment Deposit</i>	\$10.00	Per day	Refundable Upon Return

	\$10.00		
Ice Skate Rentals	\$3.00 \$4.00	Per day	
Ice Skate Deposit	\$10.00 \$10.00	Per day	Refundable Upon Return
Winter Rental Punch Card	\$20.00 \$22.00	10 Rentals	Per Winter Season
Kayak Rentals Hourly	\$2.00 \$4.00	Per Hour	
Kayak Rentals 1/2 Day	\$10.00 \$11.00	6 Hours	
Kayak Rentals Full Day	\$20.00 \$22.00	12 Hours	
Kayak Rentals Weekend	\$40.00 \$43.00	48 Hours	2 Consecutive Days
Camping Fees	\$100.00 \$110.00	Season	
Camping Fees Elders	\$50.00 \$54.00	Season	
Swan Lake Boat Harbor Winter Parking	\$100.00 \$110.00	Nov 1 – May 15	Seasonal per boat and/or trailer
Swan Lake Boat Harbor Summer Parking	\$10.00 \$11.00	May 16 - Oct 31	Seasonal Moorage Per foot LOA
Small Boat Harbor Use Permit	\$60.00 \$65.00	May 16 – Oct 31	Per Boat or Trailer
Fairground Space Rental			
Fairground 1/2 Day Lease	\$50.00 \$55.00	4 Hours	
Fairgrounds Full Day Lease	\$100.00 \$110.00	10 Hours	
Fairground Use Deposit	\$100.00 \$100.00	Each Occurrence	Refundable Upon Clean-up

Public Works – Equipment & Snow Removal

YEAR	MAKE	MODEL	HOURLY RATE
Vehicle Impound Fee (Tow to Impound)			\$220.00 \$235.70
1992	Dressor	TD15E Dozer	\$225.00 \$240.75
1988	John Deere	450 Dozer	\$125.00 \$133.75
1983	Gallion	Grader	\$150.00

			\$160.50
			\$225.00
2001	Caterpillar	163-H Grader	\$240.75
			\$150.00
1985	John Deere	644C Loader (City)	\$160.50
			\$150.00
1985	John Deere	644C Loader (State)	\$160.50
			\$150.00
1992	John Deere	624E Loader	\$160.50
			\$225.00
1989	Hitachi	EX150 Backhoe	\$240.75
			\$150.00
1984	John Deere	710 Loader/Backhoe	\$160.50
			\$100.00
1993	Ingersoll-Rand	Genset 185	\$107.00
			\$100.00
1993	Ingersoll-Rand	Compressor	\$107.00
			\$100.00
1983	Bomaq	Roller (Compactor)	\$107.00
			\$90.00
1997	Positrack	M070	\$96.30
			\$90.00
1996	Bobcat	953	\$96.30
			\$75.00
	Miller	Welder	\$80.25
			\$125.00
2005	Caterpillar	287B Tracked MTV	\$133.75
			\$150.00
2005	Cummins Trackless	Articulation Tract/Blwr	\$160.50
			\$75.00
2004	Trailer craft	Hopper Spreader	\$80.25
			\$200.00
	Tow Master	Low Boy	\$214.00
			\$275.00
2008	Komatsu	D-65EX-15EO Dozer	\$294.25
			\$125.00
2010	International	Dump Truck	\$150.00
			\$125.00
2010	International	Dump Truck	\$150.00
			\$125.00
1981	Kenworth	Water Truck	\$133.75
			\$100.00
2020	International	Water Delivery Truck	\$107.00
			\$100.00
2016	Mack	Water Truck	\$107.00
			\$200.00
1993	Ford	Hydro Vac	\$200.00

			\$214.00
2022	International	Hydro Vac	\$250.00 \$267.50
2002	Sterling	Hydro Jet	\$200.00 \$214.00
2007	International	Hydrovac Flush	\$250.00 \$267.50
1993	Ford (red)	Garbage Truck	\$150.00 \$160.50
1995	Ford (white)	Garbage Truck	\$150.00 \$160.50
2000	International	Flatbed	\$125.00 \$133.75
2001	Volvo	L150 Loader	\$225.00 \$375.00
XXXX	Volvo	L110 Loader	\$175.00 \$250.00
		Video Camera	\$65.00 \$75.00
		Concrete Saw	\$75.00 \$80.25
		Service Line Thawer	\$175.00
		Jackhammer	\$60.00 \$64.20
2017	Genie	Telehandler	\$200.00 \$214.00
2017	Komatsu	Forklift	\$200.00 \$214.00
	Telehandler	Manlift	\$200.00 \$214.00
Snow Removal Fees			
<i>City Operator + Equipment</i>		\$350	Per Hour
<i>Water Pumping</i>		\$200	Per Hour

Public Works – Solid Waste

ACTIVITY	FEE	QTY	COMMENTS
Sewer Line Labor	\$125.00 \$160.50	Hour	
Building Maintenance Labor	\$125.00 \$160.50	Hour	
Equipment Operator	\$125.00 \$160.50	Hour	

Mechanic Shop	\$150.00 \$160.50	Hour	
A & B Foam	\$60.00 \$64.20	Gallon	
6" Repair Band	\$150.00 \$160.50	Each	
Parts and Materials	Actual Cost		
Refuse Service COMMERCIAL			
<i>Dumpster Lease</i>	\$30.00 \$34.11	Each	Monthly (Check prices)
<i>Commercial Pick-Up Service</i>	\$25.00 \$28.43	Per Dumpster	
<i>Additional Pick-Up Commercial</i>	\$30.00 \$35.61	Each	Late/Blocked/Missed
<i>Excess Refuse Commercial</i>	\$50.00 \$53.50	Each	
<i>Bailer Drop off Commercial</i>	\$16.00 \$18.00	Cubic Yard	
<i>Landfill Drop-Off Commercial</i>	\$9.98 \$11.37	Cubic Yard	
<i>Improperly Positioned Containers Commercial</i>	\$30.00 \$35.61	Each	
<i>Garbage not Contained Properly Commercial</i>	\$50.00 \$53.50	Each	
<i>Improper Hazardous Waste Containers</i>	\$50.00 \$53.50	Each	
<i>Improper Disposal Hazardous Waste Commercial</i>	Cost of Remediation		
<i>Vehicle Disposal Drained</i>	\$150.00 \$200.00	Each	
<i>Construction & Demolition Waste</i>	\$20.00 \$25.00	Cubic Yard	
Refuse Service RESIDENTIAL			
<i>Container Purchase</i>	\$140 \$299.50	Each	
<i>Residential Pick-Up Services</i>	\$45.97 \$52.27	Monthly	
<i>Residential Pick-Up Elder Service</i>	\$22.99 \$26.14		
<i>Additional Pick-Up Residential</i>	\$10.00 \$10.70	Each	
<i>Bailer Drop off Residential</i>	\$0.00 \$10.00		Late/Blocked/Missed
<i>Landfill Drop-Off Residential</i>	\$0.00		

	\$10.00		
<i>Non-Conforming Container Residential</i>	\$10.00 \$10.70	Each Offense	
<i>Improperly Positioned Containers</i>	\$10.00 \$10.70	Each	
<i>Garbage not Contained Properly</i>	\$10.00 \$10.70	Each	
<i>Improper Disposal Hazardous Waste</i>	Cost of Remediation		
Vehicle Pick-Up Fee	\$150.00	Each	
<i>Vehicle Disposal Drained</i>	\$150.00 \$200.00	Each	
<i>Vehicle Disposal Not Drained</i>	\$400.00 \$500.00	Each	
Freon Removal Residential Only	\$25.00-\$26.50	Each	Added City Tax as a service item
<i>Construction & Demolition Waste</i>	\$20.00 \$21.40	Cubic Yard	

Public Works – Water Wastewater

ACTIVITY	FEE	QTY	COMMENTS
Water Wastewater COMMERCIAL			
<i>Water Flat Rate</i>	\$232.18 \$240.77	Monthly	
<i>Water Metered Rate</i>	\$41.35 \$42.88	Minimum	Plus Per 1000 Gallons
<i>Water Minimum Rate</i>	\$103.20 \$107.02	Monthly	
<i>Wastewater Flat Rate</i>	\$96.51 \$118.42	Monthly	
<i>Wastewater Metered</i>	\$18.26 \$22.41	Minimum	Plus Per 1000 Gallons
Water Wastewater Multi-Unit Dwellings			
<i>Water Base Rate</i>	\$103.20 \$107.02	Monthly	Up to 6000 Gallons
<i>Water Metered</i>	\$41.35 \$42.88	Minimum	Plus Per 1000 Gallons
<i>Wastewater Base Rate</i>	\$46.60 \$57.18	Monthly	Up to 6000 Gallons
<i>Wastewater Metered</i>	\$18.26 \$19.53	Minimum	Plus Per 1000 Gallons

Water Wastewater RESIDENTIAL			Single/Multi-units up to 5 Plex
<i>Water Flat Rate</i>	\$101.46 \$105.21		
<i>Senior/Disables Flat Rate</i>	\$40.58 \$42.08		
<i>Wastewater Flat Rate</i>	\$46.60 \$57.18		
<i>Senior/Disabled Flat Rate</i>	\$20.18 \$24.76		
<i>Honey Bucket Flat Rate</i>	\$41.23 \$50.03		
<i>Landfill Drop-Off Commercial</i>	\$9.98 \$11.87		
Other Charges			
<i>Water Delivery</i>	\$65.00 \$69.55		
<i>Water Sales</i>	\$.05 \$.06	Per Gallon	Minimum \$42.88
<i>Videotaping</i>	\$150.00 \$160.50	Per Hour	Minimum \$42.88
<i>Hydro flushing Residential</i>	\$200.00 \$214.00	Per Hour	Minimum \$42.88
<i>Hydro flushing Commercial</i>	\$300.00 \$321.00	Per Hour	Minimum \$42.88
<i>Vacuum Septic Tank Commercial</i>	\$250.00 \$267.50	Per Hour	Minimum \$42.88
<i>Mustang (Jetting)</i>	\$200.00 \$250.00	Per Hour	Minimum 1 Hour
<i>Porta Potty Rental</i>	\$150.00 \$160.50	Plus per Vacuum	Per Rental
<i>Porta Potty Rental</i>	\$10 \$20.00	Daily	Per Rental
<i>Porta Potty Rental</i>	\$50 \$75.00	Weekly	Per Rental
<i>Porta Potty Rental</i>	\$250 \$300.00	Monthly	Per Rental
Sewer Line Labor	\$125.00 \$133.75	Hour	1 Hour Minimum
Equipment Operator	\$125.00 \$133.75	Hour	1 Hour Minimum
Honey Bucket Clean-Up	\$150.00 \$250.00	Per Hour	1 Hour Minimum
Improper Container	\$15.00		Per Container
Open Container	\$10.00		Per Container

Water/Sewer Hook-up/Disconnect/Re-connect Fees			
<i>New Connection Water</i>	\$500.00 \$535.00	Each Occurrence	Each Unit That Requires Excavation
<i>New Connection Sewer</i>	\$500.00 \$535.00	Each Occurrence	Each Unit That Requires Excavation
<i>Year Round with Arctic Box</i>	\$100.00 \$107.00	Per Unit	
<i>Residential Units (In gravel)</i>	\$500.00 \$535.00	Per Unit	June 1- September 30
<i>Residential (in pavement)</i>	\$500.00 \$600.00	Per Unit	June 1- September 30 Plus Cost of Cold Patch
Commercial Including Multi-Unit Dwellings	\$600.00 \$642.00	Per Unit	June 1- September 30 Plus Cost of Cold Patch
<i>Residential</i>	\$400.00 \$428.00	Per Unit	October 1-May 31 Plus Cost of Cold Patch
Commercial Including Multi-Unit Dwellings	\$400.00 \$428.00	Per Unit	October 1-May 31 Plus Cost of Material and Labor

- Residential** A single dwelling or multi-unit up to a 5 plex
- Commercial Multi-unit Dwellings** Multi-unit dwellings of a 6 Plex or more
- Commercial** Any building or land intended to generate a profit either from capital gain or rental income

Planning

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Building Permit			
<i>Application Fee</i>	\$10.00 \$50.00 \$10.00	Each Occurrence	
<i>\$0-\$100,000</i>	\$0.00 \$.015	Each Occurrence	X Price of Valuation
<i>\$100,001-\$500,000</i>	\$100.00 \$.010	Each Occurrence	X Price of Valuation
<i>\$500,001-\$1,000,000</i>	\$250.00 \$.008	Each Occurrence	X Price of Valuation
<i>\$1,000,001-\$10,000,000</i>	\$500.00 \$.006	Each Occurrence	X Price of Valuation
Application Permit Late Fees	\$10.00 \$10.70	Per Day	

Flood Hazard Permit	\$25.00 \$26.75	Each Occurrence	
Filming Permit in City Limits	\$500	Each Day/Occurrence	
Moving Permit	\$50.00 \$53.50	Each Occurrence	\$500 Refundable Deposit
Permit to Excavate/Locate	\$50.00 \$53.50	Each Occurrence	
<i>Application Fee</i>	\$10.00 \$10.70 \$10.00		
<i>Excavation Deposit</i>	Bond for Contract Value plus 15%		Deposit returned upon Satisfactory Completion
Variance Application Regular Meeting	\$200.00 \$214.00 \$200.00	Per Application	Non-Refundable
Variance Application Special Meeting	\$300.00 \$321.00 \$300.00		
Major Subdivision Preliminary Plat	\$250.00 \$267.50 \$250.00		
Major Subdivision Final Plat	\$100.00 \$107.00 \$100.00		
Minor Subdivision Preliminary Plat	\$150.00 \$160.50 \$150.00		
Minor Subdivision Final Plat	\$100.00 \$107.00 \$100.00		
Alteration or Replat, including Vacation of Right-of-Way	\$150.00 \$160.50 \$150.00		
Minor Lot Consolidation and Exempted Replats	\$150.00 \$160.50 \$150.00		
Abbreviated Plats and Waivers	\$150.00 \$160.50 \$150.00		
Vacations of Property	\$200.00 \$214.00 \$200.00		

Special Use Permit Application Fee	\$250.00 \$267.50	Per Application	Use Amount Established by City Manager/Council
Tideland Permit Application Fee	\$300.00 \$321.00	Per Application	Lease Amount Established by City Manager/Council
Tideland Fee	\$1500.00 \$1605.00		Per Use
Connex Storage Fee	\$500.00	Per Connex	Per Month
Land Lease	\$	Per Square Foot	Per Month
Fines			
<i>Encroachment</i>	\$150.00 \$160.50	Each	First Offense
<i>Encroachment</i>	\$300.00 \$321.00	Each	Second Offense
<i>Encroachment</i>	\$450.00 \$481.50	Each	Third Offense
<i>Public Nuisance</i>	Property Lien	Each Offense	
<i>ROW Infraction</i>	\$150.00 \$160.50	Each	First Offense
<i>ROW Infraction</i>	\$300.00 \$321.00	Each	Second Offense
<i>ROW Infraction</i>	\$150.00 \$160.50	Each	Third Offense
<i>Abatement</i>	Actual Cost	Each Offense	
<i>Litter Violation</i>	\$300.00 \$321.00	Each Offense	Plus cost of abatement
<i>Hazardous/loathsome Materials</i>	\$300.00 \$321.00	Each Offense	Plus cost of abatement

Police

ACTIVITY	FEE	VALID PERIOD
Fingerprints	\$40.00 \$50.00	Each Occurrence
Police Reports	\$25.00 \$30.00	Each Copy
Police Report Pictures	\$25.00 \$30.00	Each Copy
Serve Court Summons/Serve Civil Papers	\$65.00 \$75.00	Each Occurrence
Day or Night Patches	\$7.50 ea.	
Animal Control Fees		

Unattended Animals 1st Offense (unlicensed)	\$150.00	
	\$50.00	
<i>Unattended Animals 1st Offense</i>	\$100.00	
	\$100.00	
<i>Unattended Animals 2nd Offense</i>	\$150.00	
	\$150.00	
<i>Unattended Animals 3rd Offense</i>	\$200.00	
	\$5.00	
Annual Dog License	\$5.35	Per Animal
	\$5.00	
Lifetime Dog License	\$50.00	
<i>License Tag Replacement Fee</i>	\$5.00	Per Animal
	\$50.00	
<i>Pick up Fee (First Time)</i>	\$53.50	
	\$10.00	
<i>Pick up Fee (Additional)</i>	\$10.70	
	\$50.00	
<i>Impound Fee 1st Offense</i>	\$100.00	
	\$100.00	
<i>Impound Fee 2nd Offense</i>	\$150.00	
	\$150.00	
<i>Impound Fee 3rd Offense</i>	\$200.00	
	\$10.00	
<i>Kennel Fee</i>	\$25.00	Per Day (maximum 3 days)
Euthanasia and Disposal Fee	\$50.00	Per Animal
<i>Fine for an unlicensed Dog</i>	\$20.00	Plus a \$5.00 Fee for a License Tag
	\$150.00	
Public Intoxication 1st Offense	\$250.00	
	\$300.00	
Public Intoxication 2nd Offense	\$321.00	
	\$500.00	
Public Intoxication 3rd Offense	\$535.00	3 rd Offense and every offense after
	\$1.00	Per Day
Impound Storage Fee		
Burglar/Intrusion Alarm Monitoring	\$50.00	Per Month
	\$100.00	\$100 after 2 responses per year
False Alarms		Per Quarter
	\$100.00	Per Business/Resident/Year
<i>First False Alarm</i>	\$0.00	Per Quarter
	\$200.00	Per Business/Resident/Year
<i>Second False Alarm</i>	\$100.00	Per Quarter
	\$300.00	Per Business/Resident/Year
<i>Third False Alarm</i>	\$100.00	Per Quarter
	\$500.00	Per Business/Resident/Year
<i>Each False Alarm in Excess of Three</i>		
	\$25.00	
Parking Fines	\$26.75	Per Violation

Discharge Weapon Within City limits	\$100.00	Per Violation
Snow machine/ATV Minor Cited Violation Fines		
<i>First Offense</i>	\$25.00 \$30.00	Per Violation
<i>Second Offense</i>	\$50.00 \$60.00	Per Violation
<i>Third Offense</i>	\$75.00 \$85.00	Per Violation
<i>Each Offense in Excess of Three</i>	\$100.00 \$107.00	Per Violation
Minor Consuming Alcohol	\$100.00	

Fire

ACTIVITY	FEE	VALID PERIOD	COMMENTS
Ambulance	\$22.00		Per Mile
<i>Basic Life Support</i>	\$1375.00	Each Occurrence	
<i>Advanced Life Support I</i>	\$1705.00	Each Occurrence	
<i>Advanced Life Support II</i>	\$1925.00	Each Occurrence	
False Alarms			
		No Charge	
<i>First False Alarm</i>	\$100.00 \$100.00	Per Business/Resident/Year	
<i>Second False Alarm</i>	\$100.00 \$200.00	Per Business/Resident/Year	
<i>Third False Alarm</i>	\$200.00 \$300.00	Per Business/Resident/Year	
<i>Fourth False Alarm</i>	\$300.00 \$400.00	Per Business/Resident/Year	
<i>More Than 4 Responses to the same address</i>	\$500.00 \$535.00	Per Occurrence	
Lock-out Assistance	\$30.00		Per Vehicle/Home
Fire Extinguisher Servicing	\$25.00 \$26.75		Per Fire Extinguisher



**CITY OF KOTZEBUE
NOTICE**

MAYOR SAIMA CHASE WILL INTRODUCE

ORDINANCE 24-01

ENTITLED: "A CODE ORDINANCE REMOVING ALL SPECIFIC FEE REFERENCES FROM THE KOTZEBUE MUNICIPAL CODE AND PLACING SAME IN THE ANNUALLY ADOPTED FEE SCHEDULE"

**DURING THE REGULAR
KOTZEBUE CITY COUNCIL MEETING
ON**

JANUARY 18, 2024 at 5:15 p.m.

AT THE COUNCIL CHAMBER LOCATED AT

258 A THIRD AVENUE

**THE PUBLIC IS INVITED TO ATTEND
TELEPHONICALLY**

1-800-315-6338 / 49401#

For further information or a copy of this ordinance
contact the City Hall at 442-3401

posted: 01-11-2024

KOTZ.RADIO
BANK
AC
P.O
DEPARTMENT HEAD
CITY HALL



**CITY OF KOTZEBUE, ALASKA
ORDINANCE NO. 24-01**

ENTITLED: “A CODE ORDINANCE REMOVING ALL SPECIFIC FEE REFERENCES FROM THE KOTZEBUE MUNICIPAL CODE AND PLACING SAME IN THE ANNUALLY ADOPTED FEE SCHEDULE”

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF KOTZEBUE, ALASKA:

- Section 1.** This is a Code Ordinance.
- Section 2.** The current version of the Kotzebue Municipal Code (“KMC”) contains many fee references and penalty provisions that have not been revised or updated in decades. See, the KMC e-version at https://library.municode.com/ak/kotzebue/codes/code_of_ordinances.
- Section 3.** The City Council for the past several years has adopted a comprehensive fee and penalty schedule that updates, *inter alia*, the fees and penalties found in the current version KMC. These updated fees and penalties conflict with the fees and penalties in the current KMC.
- Section 4.** All the fees and penalties in the current KMC shall be replaced with an appropriate reference to the fee and penalty schedule that is adopted annually. A non-exclusive exemplar of the KMC fees and penalties to be repealed and replaced with an appropriate reference to the annually adopted fee schedule is attached hereto as Exhibit “A” and incorporated by reference herein. This will be an on-going process until all such fees and penalties references in the KMC are replaced accordingly.
- Section 5.** Pursuant to the Kotzebue Municipal Code, Section 1.12.030(B), this Ordinance shall become effective on February 1, 2024.

**Ordinance No. 24-01 -- Fees and Penalties Removed from KMC and Placed in Annual Fee Schedule
Page 2 of 2**

ENACTED this 18th day of January 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

ATTESTATION: I, Rosie Hensley, Clerk for the City of Kotzebue, hereby attest that the above Ordinance, No. 24-01, was duly presented to the Kotzebue City Council, duly published and that a valid public hearing was held and that it was duly enacted on February 1, 2024.

Published/Posted: January 11, 2024
Introduction: January 18, 2024
First Public Hearing: February 1, 2024
Passage: February 1, 2024

Attachments:

Exhibit "A" -- Exemplar of fees and penalties to be replaced in KMC [22]

KMC Citations from City Planner for Ordinance 24-01

11.04.650 Appraisal—Deposit.

Each class III preference right claimant shall deposit with the city clerk ~~the~~ **an amount as set forth in the annual fee schedule adopted by the City Council** ~~sum of fifty dollars~~ to cover the cost of appraisal. Any amount exceeding this shall be charged to the applicant, and any surplus shall be returned to him.

(Prior code Ch. 14 § 13-31).

15.08.080 Permit—Application—Fees.

Application for a permit shall be made upon suitable form provided by the city building official. Such application shall be accompanied by fees as follows:

Unit	Amount
Soil or vent stack (per stack per floor on 1st floor)	\$1.00
Soil or vent stack (per above 1st floor)	.25
Each inside conductor	1.00
Each house or building cover	1.00
Each water closet	1.00
Each bathtub	1.00
Each shower bath	1.00
Each sink	1.00
Each drinking fountain	1.00
Each refrigerator	1.00
Each sanitary cuspidor	1.00
Each urinal	1.00
Each slop sink	1.00
Each floor drain	1.00
Each sand trap	1.00
Each bar connection	1.00
Each soda fountain	1.00
Each wash rack	1.00
Water distribution pipes	1.00
Each lavatory	1.00
Each water softener	1.00
Each boiler	1.00
Each plumbing fixture, receptacle, device, or appliance which is supplied with water or which receives or discharges liquids or liquid-borne wastes, with or without discharge into any drainage system with which they may be directly or indirectly connected; or any rough opening for future connection	1.00
Each sewer permit	1.00
Each sewer saddle installation	50.00
Each head of sprinkler system	.25.

**KMC Chapter 15.08
Plumbing Code
Suspended
by Ordinance 92-04**

15.08.090 Permit—Term.

All permits issued under this chapter shall expire by limitation and become null and void one year from date of issue. A permit may be renewed for an additional period of twelve months for the **sum of one dollar**, provided

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

Suspended by Ordinance 92-04

that no changes have been made or are planned to be made in the original plans and specifications. All permits, regardless of other provisions, will expire automatically after a period of two years. After such period of time, a new permit shall be required.

(Prior code § 10.10.050(a)(part)).

(Prior code § 10.10.050(c)).

15.08.190 Violation—Penalty.

Any person violating any provision of this chapter is guilty of a misdemeanor and upon conviction shall be punishable by a fine of not more than one hundred dollars or by imprisonment of not more than ten days, or by both fine and imprisonment.

(Prior code § 10.10.080).

17.48.040 Building permit fees.

A. The building permit fee shall be as shown in Table 3-A on page 16 of the Uniform Building Code, 1985 Edition, published by the International Conference of Building Officials (ICBO), 5360 South Workman Mill Road, Whittier, California 90601, subject to the following modifications:

- 1. That the first one hundred thousand dollars of any new construction project will be exempt from consideration;
- 2. That the first fifty thousand dollars of any renovation, remodel, repair or restoration will be exempt from consideration;
- 3. That any project for which the fee is determined pursuant to Table A(1) or (2) of this section shall be subject only to a ten percent fee.

B. At the time of application for a building permit fee, the applicant shall pay a fee of sixty-five percent of the total building permit fee.

C. At the time of application for a building permit fee, the applicant shall pay twenty-five percent of the total building permit fee. The remaining thirty-five percent shall be made of the remaining thirty-five percent of the total building permit fee in payments for utility charges or deposits.

D. Any applicant who is in the plan review process may do so upon payment of a plan review fee. The plan review fee will be made by the applicant for the percentage of the work completed of the plan review. The administrative charge shall be final.

E. Following issuance of a building permit, an applicant who decides to abandon the work for which the permit was intended prior to the start of construction shall apply to the administrative official for refund of the thirty-five percent of the building permit fee and a twenty-five dollar administrative charge.

(Ord. 85-11, 1986).

17.56.010 Misdemeanor penalty.

A person who violates any provision of this title is guilty of a misdemeanor and upon conviction is punishable by a fine of not more than an amount as set forth in the annual fee schedule adopted by the City Council. five hundred dollars.

(Ord. 80-14 § 1 (part), 1980: prior code § 13.10.050(a)).

Covered in Sections/citations from Public Works Director

17.56.020 Civil action.

- A. The city or any aggrieved person may bring a civil action to enjoin any violation of this title, and the violation of any term or condition of any entitlement approved under this title, and to obtain damages for any injury the plaintiff suffered as a result of the violation.
- B. In addition to injunctive and compensatory relief, each violation shall be subject to a civil penalty not to exceed an amount **as set forth in the annual fee schedule adopted by the City Council.** ~~five hundred dollars.~~
- C. An action for injunction under this section may be brought notwithstanding the availability of any other remedy.
- D. Upon application for injunctive relief and the finding of an existing or threatened violation, the Superior Court shall enjoin the violation.

(Ord. 80-14 § 1 (part), 1980: prior code § 13.10.050(b)).

18.05.130 Enforcement, violations and penalties.

- A. General.
 - 1. It shall be the duty of the public works director, city planner and the planning commission to apply these requirements and to bring to the attention of the city manager, city attorney, or their designated agents, any violations of these regulations.
 - 2. No owner, or agent of the owner, of any parcel of the land located in a proposed subdivision shall transfer or sell any part of the parcel before a final plat of the subdivision has been approved by the planning commission in accordance with the provisions of this title and the regulations adopted under this title.
 - 3. No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations, nor shall the city have any obligation to issue a certificate of occupancy, if applicable, or to extend utility services to any parcel created in violation of these regulations.
- B. Violations and Penalties. Any person who violates any provision of this title or the regulations adopted pursuant to this title shall be subject to a fine of not more than five thousand dollars, for each separate violation. Each day a violation continues shall be deemed a separate violation and will be subject to the fine on a per day basis, not to exceed **an amount as set forth in the annual fee schedule adopted by the City Council** ~~five thousand dollars per day~~, per violation. The amount of the penalty shall be set by the city manager after consultation with the city attorney. The amount of any fine imposed shall be based upon the nature of the violation, the public interest sought to be protected and after taking into account the ability of the person to pay the fine imposed. Any person to whom a fine is assessed may appeal the assessment and/or amount of the fine to the planning commission.
- C. Civil Enforcement. Appropriate actions and proceedings may be taken in law or in equity to prevent any violation of these regulations to prevent unlawful construction, to recover damages, to restrain, correct or abate a violation and to prevent illegal occupancy of a building, structure or premises. These remedies shall be in addition to the penalties described above. Full, actual, reasonable, attorney's fees and costs for such civil enforcement shall be paid to the city by the offending party.

(Ord. No. 10-03, § 3(Exh. A), 1-21-2010)

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

18.014 Fees.

Fees charged for the review and recording of plats shall be non-refundable and shall be paid in full when an application is submitted to the City. The schedule of fees required by the City of Kotzebue shall be as follows:

Major Subdivision Preliminary Plat: **as set forth in the annual fee schedule adopted by the City Council. \$250.00**

Major Subdivision Final Plat: **as set forth in the annual fee schedule adopted by the City Council. \$100.00**

Minor Subdivision Preliminary Plat: **as set forth in the annual fee schedule adopted by the City Council. \$150.00**

Minor Subdivision Final Plat: **as set forth in the annual fee schedule adopted by the City Council. \$100.00**

Alteration or Replat, including Vacation of Right-of-Way: **as set forth in the annual fee schedule adopted by the City Council. \$150.00**

Minor Lot Consolidation & Exempted Replats: **as set forth in the annual fee schedule adopted by the City Council. \$150.00**

Abbreviated Plats & Waivers: **as set forth in the annual fee schedule adopted by the City Council. \$150.00**

Variance Applications—Regular Meeting: **as set forth in the annual fee schedule adopted by the City Council. \$200.00**

Variance Applications—Special Meeting: **as set forth in the annual fee schedule adopted by the City Council. \$300.00**

Vacation: **as set forth in the annual fee schedule adopted by the City Council. \$200.00**

In addition, the applicant shall pay the actual, full costs of any recording fees/expenses, professional advice fees, required under these regulations, and all other fees and expenses incurred in the application process. If a special or emergency meeting of the Planning Commission is requested or required for the processing of a major subdivision application, pursuant to Chapter 18.200 of these Regulations, the applicant shall pay any costs incurred as a result of scheduling and conducting such a special/emergency meeting including, but not limited to, those expenses mandated by KMC § 17.36.050. Failure to pay or pre-pay these fees/expenses, if so required, shall result in denial of any related application(s) or revocation of previously-approved application(s).

KMC Citations from KPD Chief for Ordinance 24-01

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

6.04.020 - License—Required—Fee.

A. Every dog within the city of Kotzebue over six months old or weighing over twenty pounds shall be subject to a one-time license fee of ~~five dollars~~ **as set forth in the annual fee schedule adopted by the City Council.**

B. Persons owning five dogs or less shall obtain a license in the sum of ~~five dollars~~ **as set forth in the annual fee schedule adopted by the City Council** per dog.

C. Persons owning six dogs or more shall obtain a kennel license from the city for ~~thirty dollars~~ **in an amount as set forth in the annual fee schedule adopted by the City Council.**

6.04.030 - Penalty for violation—No license.

Failure to have the license referenced above, in Section 6.04.020, shall result in a civil fine **as set forth in the annual fee schedule adopted by the City Council** of ~~twenty dollars~~, in addition to the ~~five dollar~~ license fee **as set forth in the annual fee schedule adopted by the City Council.** After ninety days, the city shall start the collection process to secure a judgment and the monies due the city with all fees and costs for such action to be borne by the dog owner.

6.04.050 - Unattended animals prohibited—Animals prohibited at schools or parks—Immediate destruction of loose animals—Destruction of mad or vicious animals.

A. No animal may run at large within the city. No person having charge or control of an animal may permit the animal to run at large within the city.

B. The owners of animals shall not permit the animals to be present outdoors, whether at large or restrained, within the boundaries of any school or any playground owned or maintained by the city.

C. No animal shall be tethered outside any place open to the public, such as stores, public facilities or buildings open to the public.

D. If, after diligent effort, the animal control officer, as defined in Section 6.04.010.B., is unable to capture an at large animal, whether licensed or unlicensed, the animal control officer may immediately destroy the animal. If an animal so destroyed is found to be licensed, the owner shall be promptly notified.

E. Any person wishing to have his animal(s) destroyed by the animal control officer may do so upon payment of ~~fifty dollars~~ **as set forth in the annual fee schedule adopted by the City Council** to the animal control officer, accompanied by a signed affidavit stating that the animal to be destroyed has not bitten a human or another animal within ten days.

F. The animal control officer is authorized to destroy, summarily, any dog loose and at large in the city if the dog does not carry and exhibit a current license tag.

G. The animal control officer is authorized to destroy, summarily, any dog loose and at large in the city if said dog is escaping from a reasonable attempt by said officer to capture said dog, or if said dog shows signs of aggression toward the animal control officer sufficient to place said officer in reasonable apprehension of bodily injury.

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

H. Upon delivery of a dog to the City Pound when no additional facilities exist for the confinement of more animals, the animal control officer shall destroy, summarily, whichever dog has been confined at the City Pound for the longest period of time, for purposes of providing a place to confine the newly-captured dog. Said summary destruction shall occur notwithstanding the provisions for otherwise allowing a period for redemption.

I. Nothing in this section is intended to restrict the animal control officer from immediately destroying animals that pose a menace or immediate danger to inhabitants of the city.

J. To the extent this section may conflict with other sections of this chapter, the provisions of this section shall govern.

6.04.051 - Penalties for violations.

Unless specified otherwise in this chapter, violations of any provisions of this chapter shall be subject to the following penalties within any given twelve-month period:

A. First offense: **fifty dollars as set forth in the annual fee schedule adopted by the City Council.**

B. Second offense: **one hundred dollars as set forth in the annual fee schedule adopted by the City Council.**

C. Third offense: **one hundred and fifty dollars as set forth in the annual fee schedule adopted by the City Council.**

D. Fourth and subsequent offenses: seizure of animal and humane disposal, if necessary.

The owner shall be responsible for all fines, including fees and costs for collection procedures if pursued by the city.

6.04.080 - Redemption by owner—Fees.

Any animal impounded hereunder may be reclaimed as provided in this chapter upon payment by the owner to the animal control office or his subordinates, the sum of **fifty dollars as set forth in the annual fee schedule adopted by the City Council** in the case of each animal having been properly licensed or vaccinated under this chapter, plus the additional sum of **ten dollars as set forth in the annual fee schedule adopted by the City Council** for each day or part of a day such animal is kept. Second or subsequent impoundment of an animal shall require an enhanced penalty as set out in Section 6.05.051 in addition to the impound fees listed above. Fifty percent of the fees of this section may be waived if the owner of the animal at large contacts the animal control officer prior to impound and informs the officer that the animal is loose.

6.04.100 - Surrender of dogs by owner for disposal.

The animal control officer may accept dogs from their owners for humane disposal. The wishes of the owner as to disposal shall be followed and no dog delivered for disposal shall be released. Animals so left with the animal control officer shall require payment of a **fifty-dollar fee as set forth in the annual fee schedule adopted by the City Council** for one dog and a **ten-dollar fee as set forth**

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

in the annual fee schedule adopted by the City Council for each additional dog left at the same time.

6.04.230 - Immunization—False proof.

It is a violation subject to a ~~three hundred dollar~~ civil fine as set forth in the annual fee schedule adopted by the City Council for any veterinarian or other person to give, issue or transmit any purported proof, tag or certificate for rabies immunization not actually given to the dog for which proof, tag or certificate is given.

6.04.300 - Penalties for violations regarding vicious animals and animals that attack other animals and people.

A. Any vicious animal:

- 1. Whose owner or keeper does not secure and/or keep in place the liability insurance coverage required in accordance with Section 6.04.045.A.1. of this chapter; or
- 2. Which is not maintained on property with an enclosure; or
- 3. Which shall be outside of the dwelling of the owner or keeper, or outside of any enclosure except as provided in Section 6.04.240, shall be confiscated by an animal control officer and destroyed in an expeditious and humane manner. In addition, the owner or keeper shall pay all monies due for violations as required by this chapter.

B. If any animal shall, when unprovoked, kill, wound or worry or assist in killing or wounding any animal the owner or keeper of said dog shall pay all monies due for violations as required by this chapter and the animal control officer shall confiscate and humanely destroy said animal.

C. If any animal shall, when unprovoked, attack, assault, wound, bite or otherwise injure or kill a human being, the owner or keeper shall pay all monies due for violations as required by this chapter, an additional fine of ~~three hundred dollars~~ as set forth in the annual fee schedule adopted by the City Council and the animal shall be humanely destroyed by the animal control officer.

10.12.010 - Impoundment—Release.

A. Whenever any vehicle is located or left standing upon any street or alley right-of-way in violation of the provisions of this title or any rule or regulation adopted pursuant thereto, or whenever any vehicle is found to be mechanically unfit to operate upon the street or alley, or whenever the driver of any vehicle is impaired or is taken into custody by an officer for an offense involving either driving while under the influence of intoxicating liquor, reckless driving, negligent driving, or any felony, such vehicle may be removed from the city streets or alleys and may be impounded at a place to be designated by the police chief. The police shall in the proper case and whenever any other provision of this code is violated, cause a complaint to be filed against the person committing such offense.

B. When the owner or authorized representative of the owner of the vehicle claims the same, he shall be informed of the nature and circumstances causing the impoundment of such vehicle and to obtain release thereof shall pay all towing charges actually incurred and in addition shall pay a

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

storage fee of ~~one dollar~~ as set forth in the annual fee schedule adopted by the City Council per day or fraction thereof that such vehicle remains impounded after the first twenty-four hours. If the operator or owner of the vehicle, upon hearing before the court, is found not guilty of the violation of which he is charged, or if the case is dismissed, the impounded vehicle shall be released immediately to the owner or operator of such vehicle, released from the charges, and if the charges have been paid they shall be refunded. If found guilty by the court, any fine imposed under the provisions of the appropriate section of this title shall be in addition to the towing and storage charges herein prescribed.

10.04.030 - Infraction.

A violation of the traffic code of the city pursuant to any local traffic ordinance and pursuant to Section 10.05.010.A., above, is an infraction within the terms of AS 28.90.010 and is punishable by a fine not to exceed ~~three hundred dollars~~ an amount as set forth in the annual fee schedule adopted by the City Council.

9.03.010 - Monthly monitoring fees.

A. City police department shall monitor fire alarms and burglar/intrusion alarms.

B. Fire alarms and burglar/intrusion alarms shall be monitored for a fee of ~~fifty dollars~~ as set forth in the annual fee schedule adopted by the City Council a month for each station.

9.03.020 - False alarms fee.

A charge of ~~one hundred dollars~~ an amount as set forth in the annual fee schedule adopted by the City Council shall be made to the occupant of any dwelling or owner of any commercial building or other structure for every response to a false alarm in excess of two per calendar quarter for any residence, building, structure, or lot.

5.08.110 - City issued chauffeur's permit.

A. No person shall drive a taxicab or motor bus, and no person shall permit any person to drive any such vehicle within the city, unless such driver shall first have obtained a city issued chauffeur's permit as defined under the provisions of this chapter.

B. Each applicant for a chauffeur's permit shall comply with the following conditions prior to the issuance of such a license:

1. The applicant must possess a valid motor vehicle driver's license issued by the state of Alaska;
2. The applicant must furnish proof that he/she is eighteen years of age or older;
3. Each applicant shall fill out a form for a chauffeur's permit provided by the city. This sworn statement will be kept on file by the chief of police and may be inspected at any reasonable time by an interested party;

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

4. Each applicant for a chauffeur's permit shall file a full set of his/her fingerprints with the chief of police, together with two photographs of himself /herself taken within thirty days prior to the date of the application, and one of such photographs shall be filed by the chief of police with the application as provided in subsection (B)(3) of this section, and the other shall be affixed to any chauffeur's permit issued by the city to the applicant;

5. Each applicant for a chauffeur's permit as defined in Section 5.08.005 shall at the time of making his/her application or at such time as may be designated by the chief of police, undergo an examination by the chief of police, or by his/her designee, concerning the traffic laws of the state of Alaska, rules of the road, the operation of motor vehicles and the geography of the city, including the location of streets and well-known buildings. Such examination may be oral or in writing, or partly oral or partly in writing, as the chief of police may designate. The applicant may, likewise, at the discretion of the chief of police, be required to undergo an actual road test to determine his/her driving ability, and to demonstrate his/her skill and ability to safely handle a motor vehicle, such test to be given under the supervision of the chief of police or his/her designee;

6. The applicant shall deposit a fee of ~~ten dollars~~ **as set forth in the annual fee schedule adopted by the City Council** with the city clerk.

4.06.040 - Penalty.

A. Persons found in violation for the first time shall be provided a one-time, written warning with conditions in lieu of a citation. The warning shall be conditioned on such person attending and successfully completing an alcohol education program approved by the city. All costs and expenses for such alcohol education program shall be paid by the person committing the violation. Failure to timely complete the city-approved, alcohol education program shall result in the issuance of a citation. Successful and timely completion of the alcohol education program shall result in no further enforcement of the violation giving rise to the warning. Successful and timely completion shall be done within ninety days of the warning.

B. Any person violating the provisions of this section shall pay a fine of ~~one hundred fifty dollars~~ **as set forth in the annual fee schedule adopted by the City Council** for the first offense. A second violation will be assessed a fine of ~~three hundred dollars~~ **as set forth in the annual fee schedule adopted by the City Council** and result in suspension of the person's permit, if any, issued pursuant to Chapter 4.02 and/or Chapter 4.03 for a period of six months and payment of ~~a two hundred dollar~~ **of an administrative fee as set forth in the annual fee schedule adopted by the City Council** before a permit is reissued. A third violation will be assessed a fine of ~~five hundred dollars~~ **as set forth in the annual fee schedule adopted by the City Council** and result in a five-year revocation of the person's permit, if any, issued pursuant to Chapter 4.02 and/or Chapter 4.03 and payment of ~~a three hundred dollar~~ **of an administrative fee as set forth in the annual fee schedule adopted by the City Council** before a new permit is issued. These fines and administrative fees are separate and apart from any fines and fees set out in Chapter 4.02 and/or Chapter 4.03 and the regulations adopted pursuant thereto.

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

10.13.020 - Penalties.

A. Vehicles remaining within a limited parking zone beyond the specified limitation shall constitute a violation. Owners of vehicles left in a limited parking zone beyond the parking limit may be cited and fined **as set forth in the annual fee schedule adopted by the City Council** ~~up to twenty-five dollars~~ per violation. This section shall apply whether or not the owner was responsible for parking the vehicle.

B. Vehicles parked in violation of this section shall be subject to impoundment as provided in Section 10.12.010 et seq.

10.22.050 - Fines.

A. Any minor and/or the minor's parent or guardian cited for a violation of KMC Section 10.22.010 is guilty of an infraction and is punishable by a fine of:

1. **As set forth in the annual fee schedule adopted by the City Council** ~~Twenty-five dollars~~ for a first offense;
2. **As set forth in the annual fee schedule adopted by the City Council** ~~Fifty dollars~~ for a second offense;
3. **As set forth in the annual fee schedule adopted by the City Council** ~~Seventy-five dollars~~ for a third offense;
4. **As set forth in the annual fee schedule adopted by the City Council** ~~One hundred dollars~~ for a fourth offense, and each one thereafter.

KMC Citations from City Manager for Ordinance 24-01

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

3.20.170 Sales tax licensing.

- A. No person may engage in any retail sales transaction as a seller within the city without first procuring an annual sales tax license from the city finance department. A new business shall apply for a sales tax license not later than ten days after the date of commencing business or opening additional places of business. Existing businesses which have sales tax licenses shall apply for renewal of their sales tax licenses by June 30th of each year.
- B. An application for a sales tax license shall include the name of the applicant; the mailing, residential, and business addresses of the applicant; certification by the applicant that he or she has not had any business license or tax license suspended or revoked within six months prior to the date of the application; proof of compliance with all applicable state and federal licensing and registration requirements; and such other information as the finance director may deem reasonably necessary for the proper administration of this chapter. The information contained in the application shall be submitted under oath or affirmation of the applicant.
- C. No sales tax license shall be issued to or renewed for a person who is required to have a state business license registration or permit, until that applicant submits evidence (1) that he or she has in his or her possession, or has applied for, the state business license, registration or permit; and, (2) that all license, registration and permit fees have been paid current. A licensee, registrant or permittee whose fee falls due annually shall have thirty days after the due date in which to submit proof that the state license, registration or permit has been obtained. No sales tax license may be issued to or renewed for a person owing a judgment, delinquent taxes or a utility bill to the city, except by terms and conditions established in each such case by the finance director, with approval of the city manager.
- D. There shall be a fee **as set forth in the annual fee schedule adopted by the City Council**, ~~of fifty dollars~~ with the original application for the sales tax license. The license shall be renewed annually upon payment of a fee **as set forth in the annual fee schedule adopted by the City Council** ~~of fifty dollars~~ and completion of a renewal form, as provided by the finance director. The sales tax license shall be non-transferable and non-assignable and must be surrendered to the finance director by the holder of the sales tax license when the business ceases to do business at the location named therein. If the business is continued at the same location but there is a change in its form of organization, such as from a single proprietorship to a partnership or a corporation, the admission or withdrawal of a partner, or any other change, the seller making such change shall surrender his old city sales tax license to the city for cancellation. The successor seller is required to file a new application for a city sales tax license, and, upon receipt of a proper application properly executed, a new city sales tax license will issue to such successor seller. When there is a change of location for the seller's place of business, a new sales tax license is required, showing the new address.
- E. The business license of any seller will be suspended when such seller fails to pay delinquent taxes, penalties, administrative costs, and interest within thirty days after notice of delinquency is given or mailed, or if the seller has failed to comply with the seller education requirements of this chapter, provided such seller shall be afforded due process before license suspension. It is an ordinance violation for a seller to engage in sales without a current city business license or to engage in sales when such license is suspended. Each seller who obtains or should obtain a city business license in accordance with this chapter and this code consents to the inspections of his state business license tax returns and so much of his federal income tax returns as necessary in order to facilitate the accomplishment of the provisions and objectives of this chapter.
- F. The city sales tax license must be prominently displayed at the place of business of every seller. Any seller who has no regular place of business shall display such license on request.
- G. Before issuing, or re-issuing, a sales tax license to a seller, the city may require the applicant to post a bond, furnish a statement of net worth, or furnish additional security to insure the full and prompt payment of taxes to be collected under this chapter.

(Ord. 04-10 § 2 (part), 2004).

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

3.40.080 License fee [Excise tax on cigarettes and tobacco products]

For each license issued under this chapter and for each renewal, the fee is as set forth in the annual fee schedule adopted by the City Council is ~~one hundred dollars per year~~, except for calendar year 2015, for which the fee is fifty dollars.

(Ord. No. 15-11 , § 1(Exh. A), 6-4-2015)

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

5.08.130 Renewal or cancellation of a chauffeur's permit.

- A. Chauffeur's permits must be renewed each year, and such renewed permits shall cover the period from January 1 to December 31. Such renewal of permits shall be granted upon payment of a fee **as set forth in the annual fee schedule adopted by the City Council of five dollars** and without further re-examination, unless provided as follows: the chief of police may require that any applicant for a renewal permit, as provided here, be re-examined upon any or all of the matter as set forth in Section 5.08.110 of this code prior to the issuance of a renewal permit.
- B. Should the holder of a chauffeur's permit fail to renew such permit for a period of one year after the expiration date of the previously issued permit, then such holder, in order thereafter to receive a chauffeur's permit, shall be re-examined as provided in Section 5.08.110 of this code, and pay the fee **as set forth in the annual fee schedule adopted by the City Council of ten dollars** as hereinabove provided.
- C. Any chauffeur's permit issued by the city may be revoked by the chief of police after a hearing held before the city manager and finding by such city manager that the applicant has:
 - 1. Made willful, false statement when applying for a chauffeur's permit;
 - 2. Been found to have been under the influence of drugs or intoxicating liquor while on duty as a driver or chauffeur of any taxicab or motor bus within the city; or
 - 3. Been convicted in any court in the state of Alaska for operating a motor vehicle while under the influence of intoxicating liquor or of reckless driving, or boot-legging while engaged in the operation of any taxicab or motor bus.
- D. Upon any revocation of a chauffeur's permit, the permittee shall not be entitled to apply for another chauffeur's permit for at least six months after the date of revocation and shall pay the same fee and undergo the same examination as a new applicant.

(Ord. 03-11 § 3 (part), 2003).

**KMC
Citations
from
Public Works Director
for
Ordinance
24-01**

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

12.12.030 Fee—Deposit [Excavations]

In addition to paying a fee **as set forth in the annual fee schedule adopted by the City Council** **of ten dollars** the applicant shall deposit with the city, in cash, certified check or other security acceptable to the director of public works, a sum equal to the contract plus fifteen percent, including excavation costs, costs of installing the underground utility line, backfilling, compaction of backfill, inspection and testing. Such sum shall be deposited to the city clerk and shall be held by the city until all work is accepted by the director of public works or his authorized representative; provided, however, that the city manager, on the recommendation in writing of the director of public works, may waive the requirement of security deposit for such persons, firms or corporations who have during the previous year promptly performed all the work required in Section 12.12.040 in a manner satisfactory to the director of public works.

(Prior code § 12.05.090(c)).

12.20.070 Fees [Camping]

- A. Camping permit fees shall be as set forth in the annual fee schedule adopted by the City Council ~~one hundred dollars~~, except that senior citizens qualifying for tax exempt status under Section 3.20.050 shall be charged as set forth in the annual fee schedule adopted by the City Council. ~~fifty dollars~~.
- B. In the event the city is required to move personal property from the camping area the permit holder shall be charged for the actual costs incurred. If charges are not paid prior to the beginning of the next camping season, the permit holder will not be entitled to utilize the camping area.

(Ord. 96-13 § 1, 1996: Ord. 91-8 § 2, 1991: Ord. 90-8 § 3, 1990: Ord. 78-98 § 1 (part), 1978: prior code § 3.15.100).

Exemplar of KMC sections to be amended by Ordinance 24-01 [non-exclusive]

15.04.130 Violation—Penalty [Dangerous structures]

Any person who is the owner of, or is in possession of, or in responsible charge of any building or structure which is a fire hazard, a health hazard or a public nuisance within the city, and who knowingly suffers or permits any such building or structure to be or remain a fire hazard, a health hazard or a public nuisance shall, upon conviction thereof, be fined not to exceed **an amount as set forth in the annual fee schedule adopted by the City Council** ~~one hundred dollars~~ or imprisoned not to exceed ten days, or both fined and imprisoned, in the judgment of the court. Each day on which any violation is allowed to continue shall be considered a separate offense and is punishable as such.

(Prior code § 10.05.090).

15.28.190 Violation—Penalties [Flood Plain Management]

- A. A person who violates any provision of this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not more than **an amount as set forth in the annual fee schedule adopted by the City Council.** ~~five hundred dollars;~~
- B. 1. The city or any aggrieved person may bring a civil action to enjoin any violation of this chapter, and the violation of any term or condition of any entitlement approved under this chapter, and to obtain damages for any injury the plaintiff suffered as a result of the violation. In addition to injunctive relief, each violation shall be subject to a civil penalty not to exceed **an amount as set forth in the annual fee schedule adopted by the City Council.** ~~five hundred dollars.~~
 - 2. An action for injunction under this section may be brought notwithstanding the availability of any other remedy. Upon application for injunctive relief and the finding of an existing or threatened violation, the Superior Court shall enjoin the violation.
- C. Each act or condition violation this chapter or any term or condition of any entitlement approved under this chapter and every day during which the act or condition occurs, shall constitute a separate violation under this section.

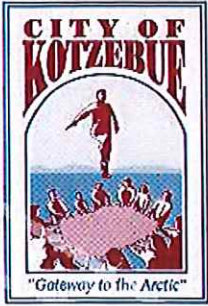
(Ord. 87-2 § 5 (part), 1987; Ord. 83-13 § 6.3, 1983).

17.48.040 Building permit fees.

- A. The building permit fee shall be as shown in Table 3-A on page 16 of the Uniform Building Code, 1985 Edition, published by the International Conference of Building Officials (ICBO), 5360 South Workman Mill Road, Whittier, California 90601, subject to the following modifications:
 - 1. That the first one hundred thousand dollars of value of any new construction project will be exempt from consideration;
 - 2. That the first fifty thousand dollars of value of any renovation, remodel, repair or restoration will be exempt from consideration; and
 - 3. That any project for which the full value is exempt under subsection A(1) or (2) of this section shall be subject only to a ~~ten dollar~~ application fee **as set forth in the annual fee schedule adopted by the City Council.**
- B. ~~At the time of application there shall accompany the application payment of sixty-five percent of the total building permit fee and this payment shall be known as the "plan review fee."~~
- C. ~~At the time of actual issuance of the building permit, payment shall be made of the remaining thirty-five percent of the building permit fee in addition to any required payments for utility charges or deposits.~~
- D. ~~Any applicant who desires to withdraw his application while it is in the plan review process may do so upon notification of the administrative official. Any refund of the plan review fee will be made by the administrative official based upon his determination of the percentage of the work completed of the plan review. The administrative official's decision shall be final.~~
- E. ~~Following issuance of a building permit, any applicant who decides to abandon the work for which the permit was intended prior to the start of work, may apply to the administrative official for refund of the thirty-five percent of the building permit fee, less a twenty-five dollar administrative charge.~~

[Note: sections B, C, D and E suspended by Ordinance 02-05]

(Ord. 85-11, 1986).



**CITY OF KOTZEBUE
RESOLUTION NO. 24-02**

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE
APPROVING AND ADOPTING THE JANUARY 2024 LONG RANGE
TRANSPORTATION PLAN (“LRTP”)**

WHEREAS, the City of Kotzebue (“City”) hired DOWL to facilitate the process of developing a Long Range Transportation Plan (“LRTP”). DOWL working with City Staff, members of the City Council and the City Planning Commission created a working group to help guide the content of the LRTP and the planning process and to incorporate the needs of the community into the LRTP. The Working Group met twice – first in September 2022 and again in February 2023. Members of the Working Group included representatives from the Native Village of Kotzebue, Northwest Arctic Borough, Department of Transportation and Public Facilities, NANA Regional Corporation, Kikiktagruk Inupiat Corporation, Crowley Marine and Vitus Marine. The result of this two-year endeavor is the 61-page January 2024 Long Range Transportation Plan attached hereto as Exhibit “A” and incorporated by reference herein; and,

WHEREAS, the City’s Planning Commission has participated in this effort over the past two-years and has reviewed the final January 2024 Long Range Transportation Plan attached hereto as Exhibit “A” and does recommend adoption of this LRTP by the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue approves and adopts the 61-page January 2024 Long Range Transportation Plan attached hereto as Exhibit “A” and thanks DOWL, City Staff, the Planning Commission and members of the Working Group for their efforts on this most important project.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 18th day of January, 2024.

Resolution 24-02 – January 2024 LRTP

January 18, 2024 RCCM
Page 2 of 2

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment: Exhibit "A" – City of Kotzebue January 2024 LRTP [61 pages]



CITY OF KOTZEBUE

Long Range Transportation Plan

JAN 2024

Prepared for:



PO Box 46
Kotzebue, AK 99752

Prepared by:



5015 Business Park Blvd
Suite 4000
Anchorage, AK 99503

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TABLE OF CONTENTS

- ACRONYMS..... |**
- 1.0 INTRODUCTION 1**
 - 1.1 Planning Process 1
 - 1.1.1 *Process Overview*..... 2
 - 1.1.2 *Public Involvement*..... 2
 - 1.1.3 *Plan Review*..... 4
- 2.0 VISION AND GOALS 4**
 - 2.1 Vision 4
 - 2.2 Goals 5
 - 2.2.1 *Roadway Goals* 5
 - 2.2.2 *Non-Motorized Goals*..... 5
 - 2.2.3 *Barge Landings, Ports and Harbors Goals*..... 5
 - 2.2.4 *Aviation Goals* 5
 - 2.2.5 *Transit Goals* 5
 - 2.2.6 *Trail Access Goals*..... 6
 - 2.2.7 *Maintenance Goals*..... 6
 - 2.2.8 *Development Goals* 6
- 3.0 COMMUNITY OVERVIEW 7**
 - 3.1 Location 7
 - 3.2 Population 9
 - 3.3 Community Demographics 10
 - 3.4 Economy 10
 - 3.5 Employment 14
- 4.0 ENVIRONMENT 14**
 - 4.1 Geology, Terrain, and Subsurface Conditions 14
 - 4.1.1 *Geology* 14
 - 4.1.2 *Topography* 16
 - 4.1.3 *Soils* 16
 - 4.1.4 *Permafrost*..... 16
 - 4.2 Wetlands, Vegetation and Hydraulic Conditions 16
 - 4.2.1 *Wetlands and Vegetation*..... 16
 - 4.2.2 *Hydraulics and Hydrology*..... 18
 - 4.3 Climate..... 19
 - 4.4 Natural Hazards 20
 - 4.4.1 *Seismic Hazards*..... 20
 - 4.4.2 *Erosion* 20
 - 4.4.3 *Flooding*..... 21
 - 4.4.4 *Permafrost*..... 21
 - 4.4.5 *Road Dust* 22
 - 4.5 Historic Sites and Archaeology..... 22
 - 4.6 Mammals, Birds, and Fish 23
 - 4.6.1 *Land Mammals*..... 23
 - 4.6.2 *Marine Mammals*..... 24
 - 4.6.3 *Birds* 24

4.6.4 Fish 24

5.0 EXISTING CONDITIONS..... 25

5.1 Housing..... 25

5.2 Land Use and Ownership..... 25

5.2.1 Native Allotments and Townsite Lots 27

5.2.2 Federal and State Lands..... 27

5.2.3 Land Uses and Designations 27

5.3 Public Utilities..... 28

5.3.1 Water Supply and Treatment System 28

5.3.2 Sewer 28

5.3.3 Solid Waste Collection and Disposal 28

5.3.4 Electricity 28

5.4 Transportation System 29

5.4.1 Average Annual Daily Traffic 29

5.4.2 Types of Roadways – Functional Classification 29

5.4.3 Vehicle Fleet Mix 30

5.4.4 Roadway Capacity..... 30

5.4.5 Connectivity 31

5.4.6 Safety Data and DOT&PF Traffic Safety Data 31

5.4.7 Traffic Congestion/Conflicts 32

5.4.8 Roadway Maintenance 33

5.5 Transportation 35

5.5.1 Roadway 35

5.5.2 Non-Motorized Transportation 35

5.5.3 Trails..... 35

5.5.4 Aviation..... 37

5.5.5 Marine Transportation..... 37

5.6 Transit..... 37

5.7 Structures..... 38

5.7.1 Bridges and Culverts 38

6.0 TRANSPORTATION NEEDS..... 39

6.1 Aviation 39

6.2 Roadway Facilities 40

6.2.1 Roadway Network..... 40

6.2.2 Maintenance 40

6.2.3 Material Sources..... 42

6.2.4 Drainage..... 44

6.2.5 Safety Improvements..... 44

6.2.6 Dust..... 44

6.3 Marine Facilities 45

6.3.1 Swan Lake Small Boat Moorings 45

6.3.2 Crowley Dock 45

6.3.3 Cape Blossom Port and Road 46

6.4 Transit..... 47

7.0 IMPLEMENTATION STRATEGY..... 47

8.0 PROJECT FUNDING OPPORTUNITIES 48

9.0 TRANSPORTATION RECOMMENDATIONS 48

- 9.1 Priority List – Roadway Projects 51
 - 9.1.1 Cape Blossom Road 51
 - 9.1.2 Municipal Road Dust Abatement/Asphalt Paving Priority Plan 51
 - 9.1.3 Street Maintenance Standard Operating Procedure 52
 - 9.1.4 North Shore Erosion and Ice Flow Protection and Road Rehabilitation 52
- 9.2 Priority List – Non-Motorized Projects 53
 - 9.2.1 School Traffic Control Plan 53
 - 9.2.2 Sidewalk Priority Planning, Design, Permitting, and Right-of-Way– Airport Access Road, Swan Lake Area 54
- 9.3 Priority List – Marine Projects 54
 - 9.3.1 Cape Blossom Port Site Development 54
- 9.4 Priority List – Transit Projects 55
 - 9.4.1 Transit Plan and Program Development 55

FIGURES

- Figure 1: Transportation Planning Process 2
- Figure 2: Community Meeting No. 1 3
- Figure 3: Project Location Map 8
- Figure 4: Red Dog Mine 11
- Figure 5: Crowley 120 series barge and tug tied up alongside newly built dock. 12
- Figure 6: Ambler Access Project 13
- Figure 7: Petroleum Exploration Well 15
- Figure 8: National Wetland Inventory (NWI) Wetlands 17
- Figure 9: Wild blueberries and cranberries 18
- Figure 10: Damage to a house due to ice incursion 21
- Figure 11: Caribou 23
- Figure 12: Land Use and Ownership 26
- Figure 13: Snow Removal Priority Map 34
- Figure 14: Trails 36
- Figure 15: Erosion at Second Bridge (Kotzebue Slough) 39
- Figure 16: Gravel Resources Around Kotzebue 43
- Figure 17: Swan Lake 45
- Figure 18: Transportation Recommendations 50
- Figure 19: June Nelson Elementary School and Kotzebue Middle High School 53

TABLES

- Table 1: Kotzebue Census Population for Select Years 9
- Table 2: Community Demographics 10
- Table 3: Kotzebue Demographic Profile by Type, 2019 10
- Table 4: Roads with Functional Classification Higher than Local (Rural) 30
- Table 5: Reported Crashes in Kotzebue 2010 - 2020 32

ACRONYMS

AADT	Annual Average Daily Traffic
ADEC	Alaska Department of Conversation
ADOLWD	Alaska Department of Labor and Workforce Development
AIP	Airport Improvement Program
AML	Alaska Municipal League
ANCSA	Alaska Native Claims Settlement Act
ATV	All-terrain vehicle
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
City	City of Kotzebue
Crowley	Crowley Fuels, LLC
DCRA	Alaska Division of Community and Regional Affair
DEW	Distant Early Warning
DOT&PF	Alaska Department of Transportation and Public Facilities
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
HPCM	Alaska Highway Preconstruction Manual
IJA	Investment and Jobs Act
IRA	Indian Reorganization Act
KIC	Kikiktagruk Inupiat Corporation
KMC	Kotzebue Municipal Code
LF	Linear feet
LOS	Level of service
LRTP	Long-Range Transportation Plan
MPH	Miles per hour
NAB	Northwest Arctic Borough
NPS	National Park Service
NWATP	Northwest Alaska Transportation Plan
NWI	National Wetlands Inventory
SDC	Seismic Design Category
SOP	Standard Operating Procedure
TBD	To be determined
TTP	Tribal Transportation Program
UAS	Unmanned Aerial Systems
USACE	U.S. Army Corps of Engineers



1.0 INTRODUCTION

1.1 Planning Process

The City of Kotzebue’s (City) 2022 Long-Range Transportation Plan (LRTP) provides a unified vision for the transportation network in the City by setting out existing transportation conditions and needs, identifying and prioritizing projects, and identifying funding opportunities to support the delivery of transportation improvements. The LRTP should be used in conjunction with the City of Kotzebue Comprehensive Plan 2012.

The preparation of the LRTP is supported by significant public input. In support of this LRTP, the City formed a working group to provide detailed input into the plan development, and it also hosted two public open house meetings. At the first public meeting and working group meeting, participants were asked to identify infrastructure projects the City should complete within the next ten years. They were also asked to provide feedback on the LRTP vision and goals, which assist to guide recommendations for transportation investment. During the second working group meeting, participants discussed and revised the proposed project list and project goals; and at the second open house meeting, the public provided their input that helped decide how identified projects would be prioritized.

This LRTP provides the City’s transportation infrastructure program by providing:

- A document that identifies existing transportation facilities, issues and needs based on input from City staff and decision makers, community members, and key stakeholders.
- A plan for developing, maintaining, and funding roads, walking and bicycling facilities, trails, marine, and other transportation facilities.
- A prioritized list of projects to assist the City when funding opportunities arise through State and Federal funding opportunities, tribal transportation programs, or to be funded as capital improvement projects.

Alaska State law grants municipalities (cities and boroughs) the authority for planning, platting, and land use regulations. The responsibility for planning may be a function of the city or state, depending on the class of municipality and its organized structure. The City of Kotzebue is a second-class city operating a municipality form of government. It is located within the organized borough area of Northwest Arctic Borough. As such, the City is responsible for services including education, planning, and zoning. A LRTP forms part of the City’s planning framework. A typical LRTP should be reviewed and updated every five years. It provides the foundation for the City to develop its yearly transportation budget and funding request to the State of Alaska Legislature. The vision statement for the LRTP is:

By 2040, the City of Kotzebue will have a cohesive transportation system for all users and transportation modes that supports safe, reliable, and affordable access to homes, businesses and other activities, and for goods and commerce.

The State of Alaska requires local governments to prepare comprehensive plans (AS 29.40.030). This LRTP addresses the needs of various modes of transportation (e.g., marine, aviation, surface). It updates planning for the transportation facilities since

the 1997 Kotzebue Transportation Plan and, and considers the impacts of transportation facilities, particularly for dust. The LRTP is a supplementary document to the City of Kotzebue Comprehensive Plan 2012.

1.1.1 Process Overview

The City began developing its LRTP in June of 2022. The planning process included:

- Establishing the vision and developing goals and objectives to help guide project recommendations and priorities.
- Evaluating the existing transportation system to support the identification of issues and needs.
- Stakeholder and community engagement to identify transportation priorities.
- Identifying funding sources and potential partnerships to assist with implementing the LRTP and the projects identified as priorities by the City.

Figure 1, illustrates the transportation planning process.

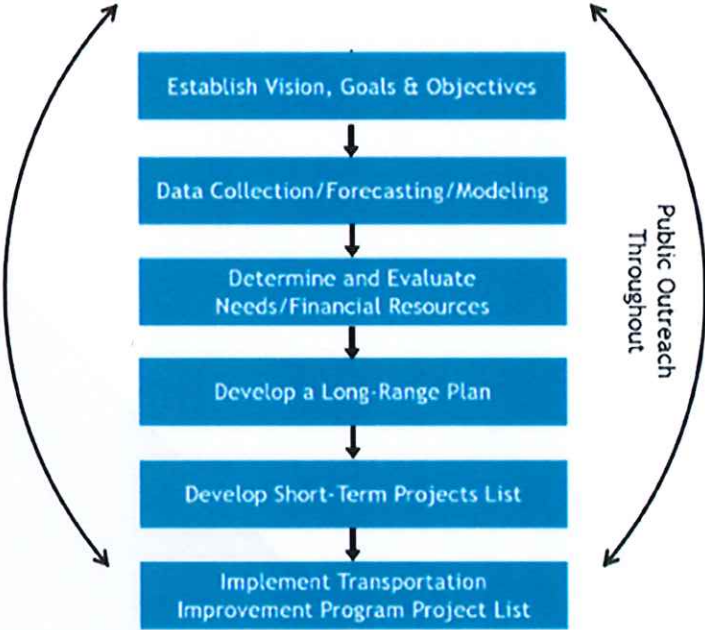


Figure 1: Transportation Planning Process¹

1.1.2 Public Involvement

Public involvement is an essential element of the LRTP process. During the preparation of the LRTP, two public meetings and two working group meetings were held to solicit input on the transportation network and to help identify and understand current issues and needs.

¹ The Transportation Planning Process Briefing Book, FHWA-hep-18-015, 2017 Update.

Participants at the working group meetings helped to prioritize a list of projects the City should plan for implementation in the next five to ten years. Also, transportation organizations and key staff at the City were interviewed to gather feedback for the list of identified transportation issues, needs, and strategies to address them.



Figure 2: Community Meeting No. 1

The City hired DOWL to facilitate the planning process, working closely with City staff, members of the City Council, and the City Planning Commission. The working group was created to help guide the content of the LRTP and the planning process, and to incorporate the needs of the community into the plan.

The Working Group met twice, once in September 2022 and again in February 2023. The members included representatives from the following organizations and departments:

- Native Village of Kotzebue – Transportation Department
- Northwest Arctic Borough – Planning Department
- Department of Transportation and Public Facilities
- NANA Regional Corporation – Natural Resources Department
- Kikiktagruk Inupiat Corporation
- Crowley Marine – Project Facilities Engineering
- Vitus Marine

1.1.3 Plan Review

Several regional, local, and tribal transportation planning documents were reviewed to support the development of the LRTP. The following plans were reviewed and are available on request.

- City – City of Kotzebue Comprehensive Plan 2012
- City – Sanitation Utilities Master Plan Update, March 2022
- City – Hazard Mitigation Plan Update, November 2019
- Borough – Northwest Arctic Borough 2030: Planning for Our Future Comprehensive Plan Update, November 2021
- State – Northwest Alaska Transportation Plan Update 2022
- State – Kotzebue Airport Master Plan, 2015

2.0 VISION AND GOALS

2.1 Vision

The vision statement was developed by the City to support transportation objectives articulated in the City's Comprehensive Plan, and with input from the working group and the public. The vision statement guides the transportation and decision-making process for the public, elected officials, and City staff. The vision statement is:

By 2043, the City of Kotzebue will have a cohesive transportation system for all users and transportation modes that supports safe, reliable, and affordable access to homes, businesses, and other activities, and for goods and commerce.

This vision will be achieved by:

- Constructing and maintaining streets and roadways that provide facilities for all users, from automobiles and trucks to walkers and bicyclists.
- Providing street lighting, improved dust control, safer facilities, and transportation elements to improve the health and wellbeing of Kotzebue residents.
- Supporting existing barge landing facilities in Kotzebue and constructing infrastructure, including the Cape Blossom Road, to support the creation of a regional port facility at Cape Blossom.
- Supporting Kotzebue Airport as a regional air hub and gateway to smaller regional communities.
- Working with state and federal agencies and tribes responsible for transportation in and around Kotzebue to provide safer connections to surrounding communities and a reliable, well-marked, winter trail system.

2.2 Goals

The goals were developed based on feedback from the working group and public. The goals provide additional guidance for developing the City’s transportation system and are divided on a facility or modal basis.

2.2.1 Roadway Goals

- Update and implement a staged plan to pave all roads throughout the City of Kotzebue and provide facilities for all modes of transportation.
- Address drainage issues as part of a staged plan to pave roads throughout the City of Kotzebue.

2.2.2 Non-Motorized Goals

- Construct a sidewalk along Airport Access Road to Third Avenue to improve walking access to Ralph Wein Memorial Airport.
- Improve walking and bicycling facilities on arterial and local roads, particularly where sidewalks are absent, or roadways are not paved.
- Provide safer walking facilities for children traveling to school facilities within the City.

2.2.3 Barge Landings, Ports and Harbors Goals

- Support and augment the existing City barge dock and associated operations.
- Construct port facilities at Cape Blossom.
- Support and maintain the small boat harbor facilities at Swan Lake.
- Continue to work with DOT&PF to construct the Kotzebue to Cape Blossom Road to support the movement of freight from Cape Blossom to the City and surrounding communities.

2.2.4 Aviation Goals

- Continue to work with DOT&PF to provide for safe, efficient, and reliable air transportation and transfer of airplane passengers and cargo.
- Plan for and provide shelter facilities for passengers and cargo at Ralph Wein Memorial Airport.

2.2.5 Transit Goals

- Consider a transit service providing public transportation within the City, particularly along Third and Fifth Avenue.

2.2.6 Trail Access Goals

- Work with the Northwest Arctic Borough to provide safe access to winter trails in and out of, and surrounding the City.

2.2.7 Maintenance Goals

- Extend the sea wall along Shore Avenue north of Rurik Way to assist with management of ice during winter and break-up and its associated impacts on the roadway and adjoining land uses.
- Continue the dust control application program using water trucks.
- Identify roads for paving to improve dust control and reduce maintenance costs.
- Implement snow removal and storage in accordance with City snow removal plans.
- Identify areas with drainage issues along roadways and program repair of drains.

2.2.8 Development Goals

- Support and improve access to and within Kotzebue for all modes of transportation, including walking and bicycling.
- Support and improve access to and within Kotzebue to assist with encouraging tourism opportunities and promoting visitor comfort and wayfinding within the City and surrounding area.
- Promote traffic safety and reduce delays/congestion.
- Complete construction of the Kotzebue to Cape Blossom Road.
- Develop port facilities at Cape Blossom to support freight movement to Kotzebue and surrounding communities.
- Provide facilities for landing fish that are conveniently located for existing fish processing facilities.

3.0 COMMUNITY OVERVIEW

3.1 Location

Kotzebue is located within Northwest Arctic Borough on the Baldwin Peninsula in Kotzebue Sound just northeast of the Bering Strait, 549 miles northwest of Anchorage (Figure 3). The current “core” community is located on the land designated as a town site under the Alaska Native Townsite Act of 1926 and contained in four United States surveys starting in 1952. Kotzebue lies on a three-mile-long spit at the end of the Baldwin Peninsula that varies from about 1,100 feet in width to 3,600 feet in width and is about 10 to 20 feet above sea level. Located at latitude 66 degrees, 54 minutes north and longitude 162 degrees, 38 minutes west, Kotzebue is approximately 26 miles north of the Arctic Circle.

Within the region are 2,000-foot-high mountains, four river systems, bluffs, sand dunes, muskeg, swampy lowlands, and even desert characteristics. This geographic, geological, vegetative, and ecosystem diversity allowed people to inhabit the area for thousands of years, living off the resources that could be gathered locally. The land’s diversity has supported Kotzebue’s predominately subsistence lifestyle, which has survived into the 21st century.

Because of its location as the gateway to the region, Kotzebue is also historically and currently the cultural hub of the region. The NANA Regional Corporation has conducted several Elder’s Conferences in Kotzebue over the past decade. These conferences provide important information on the regional and community history, culture, and changes over time. They also provide the vehicle for social identification and pride in heritage amongst the region’s native residents. A NANA museum located in Kotzebue capitalizes on this wealth of heritage and provides interpretation to visitors. The National Park Service has an office in Kotzebue because the community offers a gateway to national monuments and parks.



Figure 3: Project Location Map

3.2 Population

Kotzebue’s resident population has grown since 1900, with rapid growth occurring immediately after World War II during construction of the Air Base, White Alice, and Distant Early Warning (DEW line) sites. The population grew from 372 in 1939, to 623 in 1950, and 1,290 in 1960, a 300 percent increase in a twenty-year period. That rate of growth has not been exceeded since then and has been inconsistent, and much slower.

In addition to the resident population, Kotzebue has historically had many visitors temporarily in residence. Today, Kotzebue still provides a significant number of services to visitors as they travel between villages or to larger cities such as Fairbanks and Anchorage.

The 2020 Census data population estimate for Kotzebue is 3,102 (ADOLWD, 2020). The population decreased by approximately 3.1 percent, or 99 people, since the last census in 2010. Table 1 below summarizes the change in population based on census data since 1950. Since 1950 the population in Kotzebue has increased, with the exception of the 2010 to 2020 period.

Even though the population of Kotzebue was estimated to decrease from 2010 to 2020, the Alaska Department of Labor and Workforce Development (ADOLWD) projects that the Northwest Arctic Borough (NAB) will grow steadily at an average annual rate of approximately 0.3 to 0.5 percent from 2020 to 2045, in part due to steady birthrates projected for the Alaska Native population. Based on an exponential growth rate of 0.4 percent calculated by ADOLWD for Kotzebue for the last 30 years (1990 to 2020), the estimated population of Kotzebue is approximately 3,497 people/residents by 2050.

Table 1: Kotzebue Census Population for Select Years

Year	Population	Percent Change	
		Overall %	Avg %/Year
1950	623	67.5	6.1
1960	1,290	107.1	10.7
1970	1,696	31.5	3.2
1980	2,054	21.1	2.1
1990	2,751	33.9	3.4
2000	3,082	7.1	1.4
2010	3,201	3.9	0.4
2020	3,102	(3.1)	(0.3)
2030*	3,228	-	0.4
2040*	3,360	-	0.4
2050*	3,497	-	0.4

* Growth rate at 0.4% annual growth

3.3 Community Demographics

Table 2 summarizes the demographic characteristics of the population of Kotzebue.

Table 2: Community Demographics

2020 Alaska DCRA Certified Population	3,102
Population 65 and Over	255
Population Under 18 Years	975
Median Age (Years)	31.3
Median Family Income	\$81,188
Population Employed	1,032
Persons in Poverty	86.2%
Percentage Alaska Native	69.3%

The City's community demographic profile is summarized in Table 3.

Table 3: Kotzebue Demographic Profile by Type, 2019

Kotzebue Demographic Profile	Number/ Percentage
Total Households	948
Family Households	621
Households with individuals 65 years and over	153
Percent of households with individuals 65 years and over	30.6%
Households with individuals under 18 years	328
Percent of households with individuals under 18 years	45.2%
Average household size	3.23
Average family size	3.94

To accommodate the projected future population in 2050 a total of 1,083 housing units will be needed. The current estimate of housing units is 1,049 (ADOLWD, 2020); therefore, an additional 34 new housing units will be needed. This number is based on an estimate of an average household size of 3.23 (based on a five-year estimate of Kotzebue's housing by the 2019 American Community Survey (USCB, 2021)), and the assumption that all houses will be occupied.

3.4 Economy

The estimated growth of the population summarized above assumes that economic growth will continue in the region. The Red Dog Mine, the largest zinc mine in the world, is the largest economic driver for the region. The mine not only employs between 500 and 600 people in the NAB, but it also allows the local government to provide services and employment through taxes and fees. The mine also shares profits with NANA Alaska Regional Corporation as well as the only regional village corporation, Kikiktagrak Inupiat Corporation. The ADOLWD estimated that in 2019, prior to the start of the COVID-19 pandemic, mining, health care, and local government employed 73 percent of the workforce in Kotzebue. There is also a seasonal economy in the summer that is focused on limited tourism, hunting, and fishing.



Figure 4: Red Dog Mine

Red Dog Mine is currently evaluating development opportunities on adjacent underground prospects that could substantially extend the mine’s life. The current mine is expected to operate until 2031 (NAB, 2021).

In addition to the continued operation of Red Dog Mine, additional recent and future proposed developments that have the potential to effect economic growth are listed below.

- **Cape Blossom Road:** To reduce freight costs associated with lightering, a deep-water port and two-lane gravel road to the port was proposed starting as early as the 1980s. After numerous studies and a decision by the US Army Corps of Engineers (USACE) agreeing that the proposed location for the port is feasible, the environmental assessment and additional permitting were recently completed for the road. The road is being constructed in multiple phases and work started in the summer of 2021. The first phase includes the section of road from Hillside Drive to Sadie Creek (DOT&PF, 2021).
- **Deep-Water Port:** The U.S Army Corps of Engineers (USACE) suspended a Harbor Feasibility Study in 2019, giving several options for types of facilities and locations of a deep-water Port at Cape Blossom. In September 2021, USACE completed a Planning Assistance to the States (PAS) Technical Report that examined possible port sites at Cape Blossom, eliminating some of them due to excessive erosion. The report identified seven sites for further study, with three considered most promising.
- **Crowley (Vitus) Dock Expansion:** The Kotzebue fuel and cargo dock, currently the only dock, was rehabilitated and expanded by 30 feet in 2021. The dock serves as the main location for the delivery of fuel and cargo to the Northwest Region. The upgrade allows for the continued delivery of fuel and cargo (estimated at approximately 5,000 tons each year) to the region and allows for larger vessels to access the dock and therefore additional economic opportunities (Figure 5).

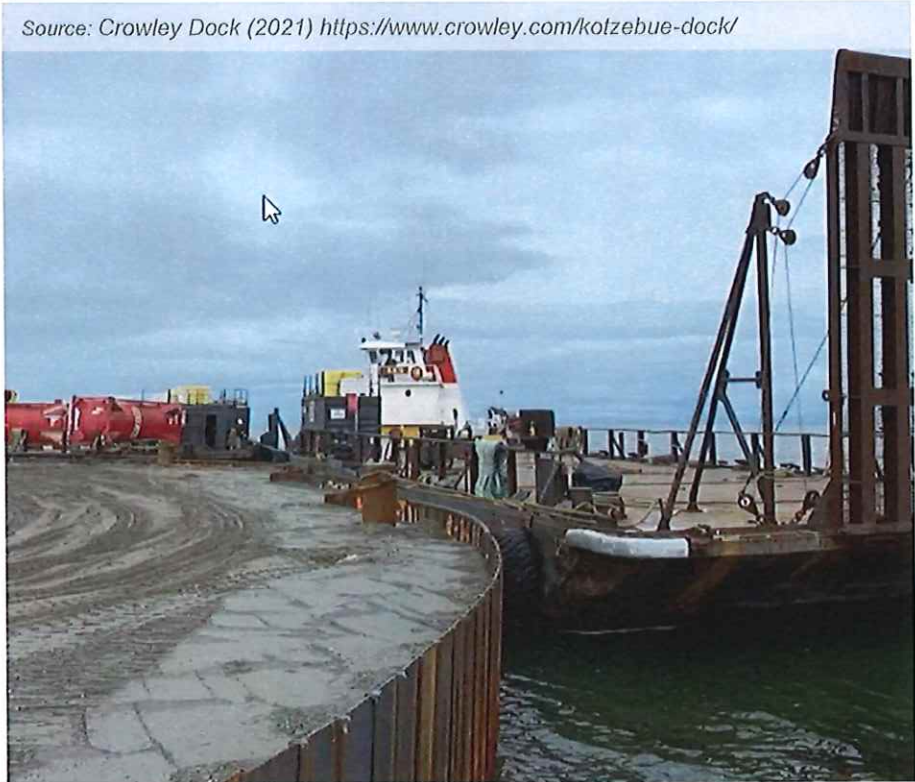


Figure 5: Crowley 120 series barge and tug tied up alongside newly built dock.

- **Ambler Access Project:** A 211-mile road is proposed between multiple mineral deposits near Ambler, Alaska, and the Dalton Highway. Kotzebue is located approximately 130 miles west of Ambler and future residents may benefit from employment generated by mining development made feasible by the road. The Bureau of Land Management and the National Park Service (NPS) granted the road a 50-year easement as of January 2021 (NPS, 2021) (Figure 6).

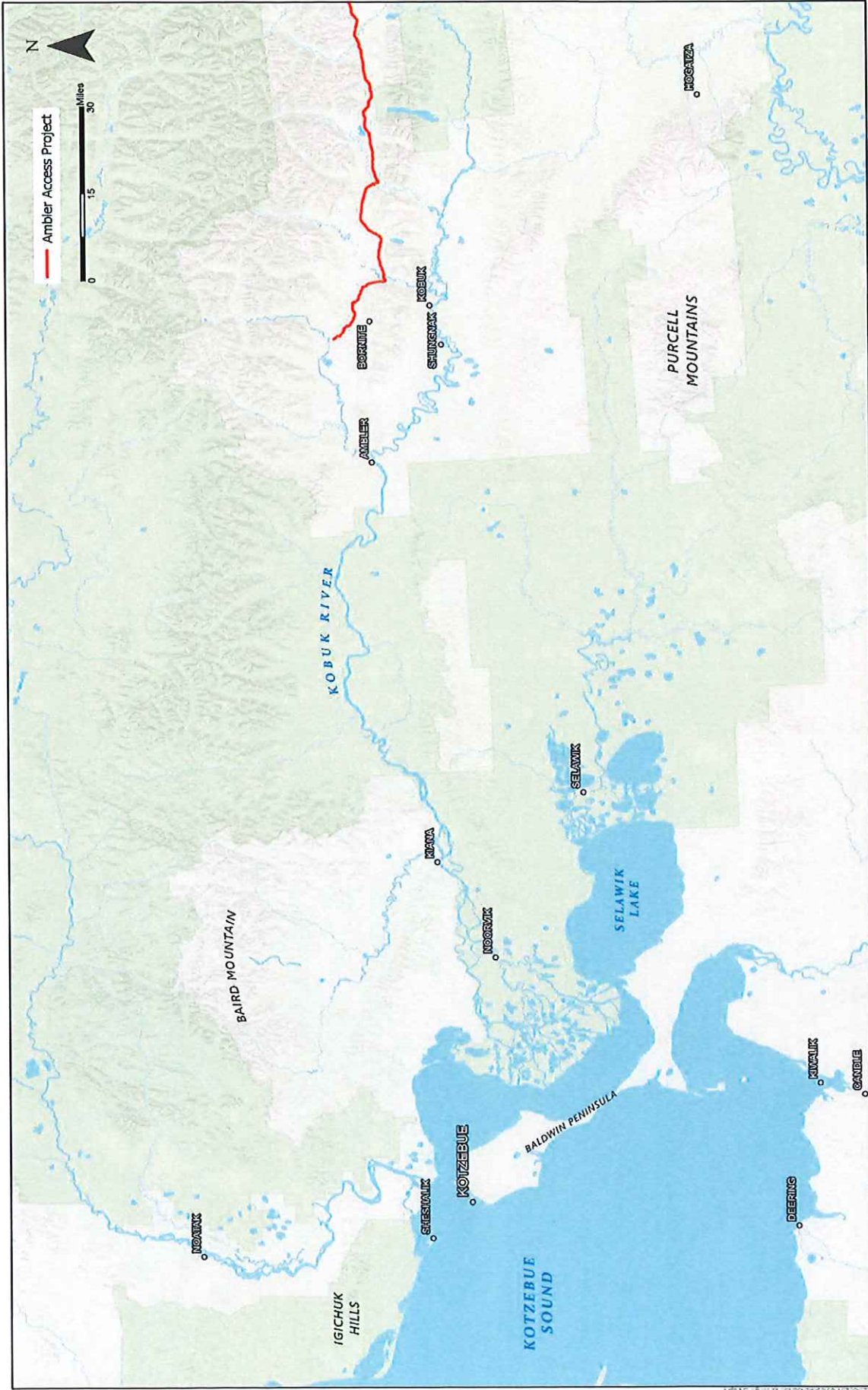


Figure 6: Ambler Access Project

**Exhibit A, Resolution 24-02, January 18, 2024 RCCM
Page 19 of 61**

Subsistence is assumed to continue at the same level as it is a vital economic contribution that offsets high living costs for the area. In 2014, a study by the Alaska Department of Fish and Game found that 99 percent of people in the NAB consume subsistence food and 88 percent of residents attempted subsistence activities (Weibold, 2019).

3.5 Employment

According to ADOLWD, 2,124 people were employed in Kotzebue in 2019, which is 489 more workers than in 2009. The 2009 average unemployment rate for the NAB is 12.6 percent. Kotzebue’s unemployment rate is assumed to be less than the regional average because of the increased employment opportunities that don’t exist in smaller communities. The labor force is grouped into nine major sectors. The majority of City residents are employed in the Mining, Education and Health Care Sector (52 percent); followed by local government (17 percent); then Trade, Transportation, and Utilities (14 percent).

The major employers of City residents according to the NAB (2021) include:

- Maniilaq Association, Inc.
- Northwest Arctic Borough Schools
- Alaska Commercial Company
- City of Kotzebue

4.0 ENVIRONMENT

4.1 Geology, Terrain, and Subsurface Conditions

4.1.1 Geology

The Baldwin Peninsula is composed of unconsolidated Quaternary sediments. These sediments are primarily eolian, glacial, and marine in origin. Illinoian glaciers deposited till and outwash over marine sediments. Loess (windblown silt) was deposited over the glacial sediments during the retreat of the Illinoian glaciers. The sea level rose following the glacial retreat, and in some areas, marine sediments were deposited over the eolian silts.

Late Wisconsin and Holocene sediments, primarily re-transported loess, and thaw-lake deposits, comprise the surface soils that cover virtually all the Baldwin Peninsula and the surrounding lowlands. The oldest sediments exposed in the coastal bluffs of the peninsula are marine clays, silts, and fine sands upon which the glacial sediments were deposited.

A petroleum exploration well, drilled 20 miles east of Cape Blossom near Numiuk Point (Figure 7) in 1974, encountered bedrock at a depth of 900 feet. The nearest bedrock outcrops at sea level are on the Choris Peninsula to the southeast, at Ekichuk Lake on Hotham Inlet to the northeast, and at Cape Krusenstern Lagoon northwest of the project site.

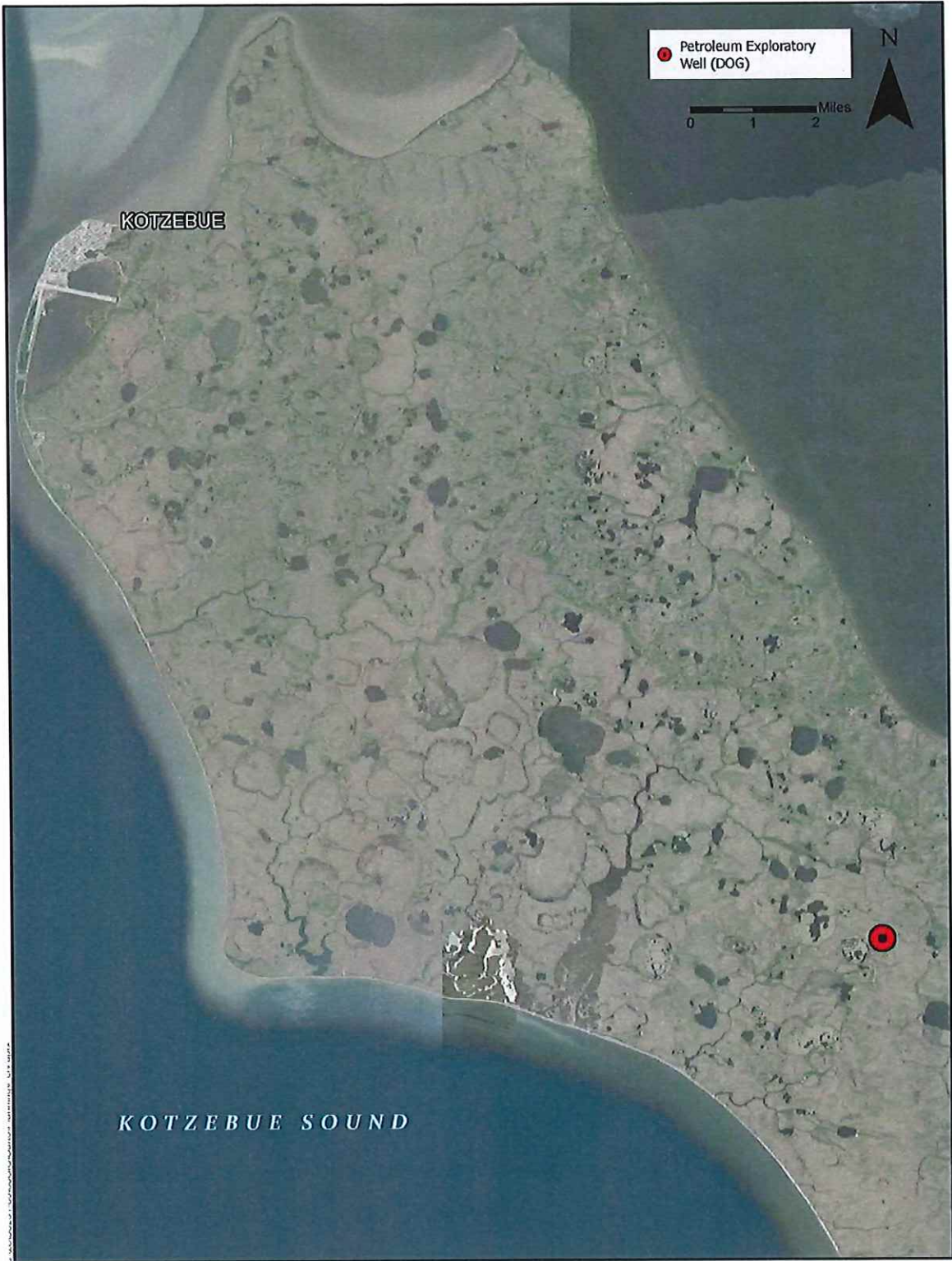


Figure 7: Petroleum Exploration Well

4.1.2 Topography

The Baldwin Peninsula presents a gently rolling, sometimes flat topography, the surface of which is marked by polygonal ground and thaw lakes. Broad morainal ridges, rising to 150 feet above the general surface, down the topographic backbone of the peninsula. This rolling topography typically is bordered at the coast by bluffs approximately 20 to 100 feet high. The core developed area of Kotzebue, and that south of town, is composed of a series of former beach ridges.

4.1.3 Soils

Limited soil information is available for the hillside portion of Kotzebue. This area is located along Ted Stevens Drive in the area close to Second Bridge (Kotzebue Slough). "Soils of the City," was a study completed in 1971 by the U.S. Department of Agriculture, Soil Conservation Service, for the area of the town site of Kotzebue. This study shows four main types of soil located in Kotzebue. The majority of the land contains "very gravely sand" where in upper elevations the dirt has good drainage, lower elevations have a poorly drained version of the "gravely sand." Another type of soil is silt loam, which is "poorly drained, non-acid soils with thick mats of organic material over stratified silty and sand alluvium." The last type of soil common to this area is peat, which is a poorly drained, neutral soil found in areas occasionally inundated by seawater.

4.1.4 Permafrost

The Baldwin Peninsula is located within the zone of continuous permafrost. Aerial photographs indicates wet tundra, thaw lakes, polygonal ground, and beaded drainage, which are all indicative of permafrost. The depth of the bottom of permafrost is probably between 200 and 300 feet. A well drilled on the spit at Kotzebue in 1949 and 1950 encountered the bottom of permafrost at a depth of 284 feet.

The presence of permafrost and ice in poorly drained, fine-grained, and organic soil is challenging for construction and may result in disturbance of the thermal equilibrium of such materials. The thawing of permafrost may result in differential settlement, subsidence of the ground surface, and movement of the soil mass either laterally or down slope. These phenomena can severely damage structures such as roads, buildings, and utilities.

4.2 Wetlands, Vegetation and Hydraulic Conditions

4.2.1 Wetlands and Vegetation

The predominant vegetation type on the Baldwin Peninsula is moist coastal tundra. Moist tundra ecosystems usually form a complete ground cover and are extremely productive during the growing season. They vary from almost continuous, uniformly developed cotton grass tussocks with sparse growth of other sedges and dwarf shrubs, to stands where tussocks are scarce or lacking and dwarf shrubs dominate. The northern region is often dissected by polygonal patterns created by underlying ice wedges (Figure 8).

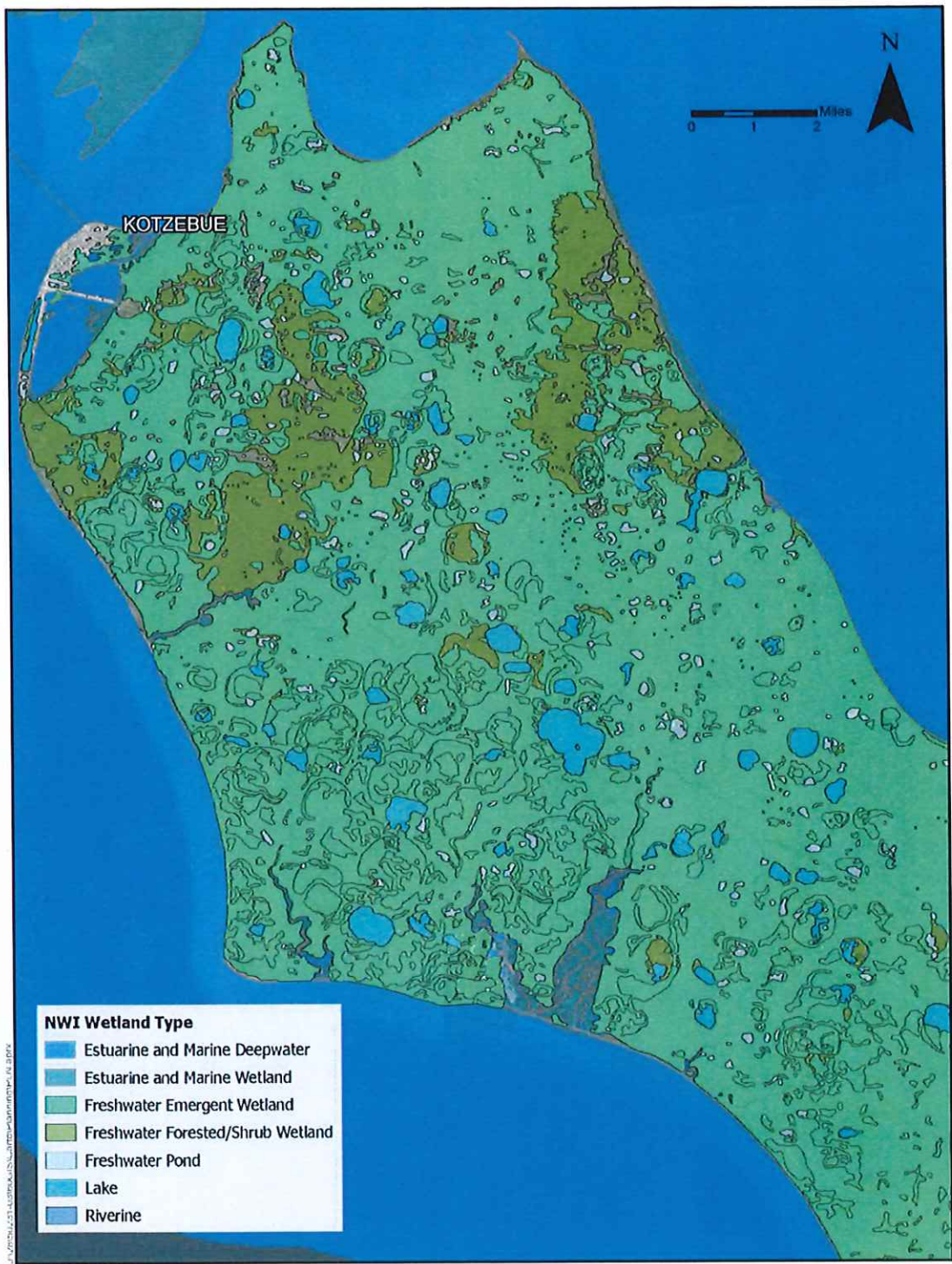


Figure 8: National Wetlands Inventory (NWI) Wetlands²

² Source: <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>

Few trees grow on the Baldwin Peninsula, particularly near Kotzebue. Stands of trees are found in the Noatak and Kobuk River drainages, and driftwood is scattered along the coast of the Chukchi Sea, the Baldwin Peninsula, and the south side of Kotzebue Sound. Local people use these renewable resources for fuel, drying racks, and temporary shelters.

People throughout the NANA region collect various edible plants for use during all seasons of the year. These include greens, berries (cranberries, salmonberries, blueberries, and blackberries), and roots (or tubers). "Eskimo potatoes," "spinach", "sourdock", cotton grass, wild rhubarb, wild onion, wild peas and willow leaves and sprouts are traditionally gathered. A survey published in 1993, estimated that residents of Kotzebue gathered over 20,000 pounds (of which 19,139 were berries) of edible plants in 1986. This calculates to approximately 27 pounds of berries, greens, and roots per Kotzebue household.

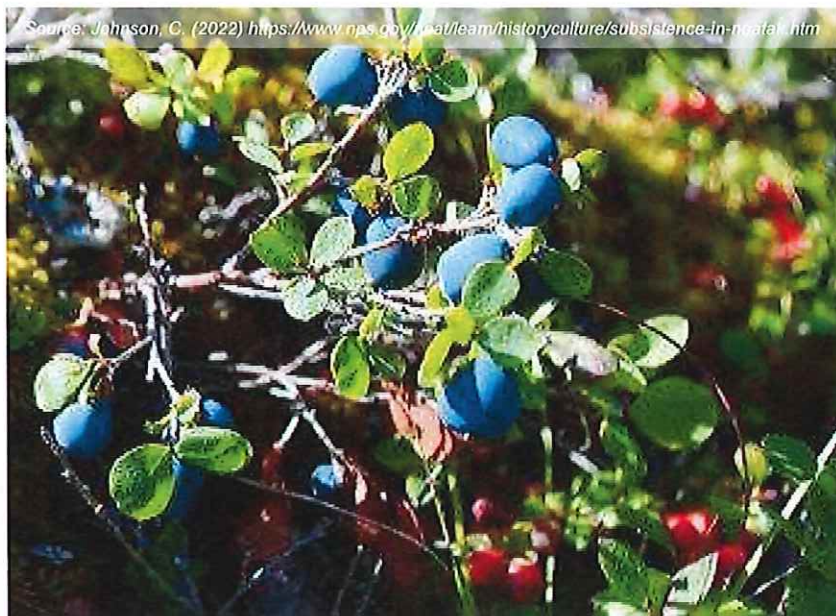


Figure 9: Wild blueberries and cranberries

The National Wetlands Inventory (NWI) held by the US Fish and Wildlife Service has classified most of the area within the City and south of Caribou Drive and Fifth Avenue as freshwater emergent wetland. The area east of Kotzebue Lagoon, such as Vortac Lake, has also been classified as freshwater forested/shrub wetland. Immediately south of Kotzebue Lagoon the wetlands are mostly freshwater forested/shrub near the coast.

4.2.2 Hydraulics and Hydrology

The lakes that dot the surface of the peninsula and the surrounding lowlands appear to be thaw lakes, formed from permafrost thaw. These lakes are typically shallow and freeze to the bottom in winter (with some exceptions, such as Devil's Lake, which has been dredged to a depth of over 50 feet and serves as the City of Kotzebue's main water source). A beaded drainage pattern indicative of permafrost and ground ice is apparent at scattered locations. While the geology of the peninsula does not appear favorable to the occurrence of springs, one was observed during a 1982-83 field reconnaissance. Known hot springs are also found on the Noatak River where the state had a fish hatchery, at Buckland, and elsewhere in the region.

In general, soils on the Baldwin Peninsula are poorly drained. The active layer, which may thaw to a depth of about two- to three-feet in summer, is typically saturated. The combination of fine-grained and organic soils, gentle to flat slopes, and permafrost at the base of a shallow, active layer, all contribute to poor drainage conditions. The flat spit area on which Kotzebue is built is the same and pooling and minor drainage problems occur when the snow melts faster than the water can be absorbed by the soil and/or runoff. Ponding water during break-up is pumped into Kotzebue Sound.

4.3 Climate

Climate change in recent years includes a delayed onset of winter. The later formation of ice cover in Kotzebue Sound has resulted in severe erosion of the Kotzebue shoreline from waves generated by high seasonal winds out of the northwest in October and even as late as November. The impacts of climate change on sea ice around Kotzebue are being studied in detail by the Silkaagvik Sikukun research project, which combines state-of-the-art geophysical observations from Unmanned Aerial Systems (UAS) with a community-engaged research approach. More extreme weather patterns are expected in general for the region.

Kotzebue has a transitional climate that typifies arctic tundra and marine biomes. During the ice-free season (approximately May through October), a maritime climate prevails. Skies are mostly cloudy, daily temperatures are relatively uniform, and the relative humidity is higher. The mean summer maximum temperature is approximately 56 degrees Fahrenheit (F), with 85 degrees F the warmest temperature recorded (WRCC, 2021). When Kotzebue Sound freezes, the climate characteristics approach continental type. Daily temperatures vary, skies are cloudy only about half the time, and relative humidity drops/decreases. Average winter temperatures are around -9 degrees F with an extreme low recorded at -52 degrees F (WRCC, 2021).

The Kotzebue area receives only very light precipitation, with the total rainfall for normal years at about 10 inches (WRCC, 2021). More than half of the yearly precipitation occurs in July, August, and September. The average snow fall is about 4.5 feet.

Local visibility exceeds three miles 92 percent of the time and exceeds one mile 97 percent of the time. About 93 percent of the time, ceilings are above 1,000 feet. Occasionally, heavy fog limits visibility during the summer, and high wind and blizzards during the winter. In an average year, visibility is limited to less than one-quarter mile on approximately 20 days. An average of 60 percent of these days occurs between April and July. Fog occurs approximately 90 days per year.

Since Kotzebue is located about 26 miles north of the Arctic Circle, the hours of daylight vary dramatically between summer and winter. In June and July, the sun does not drop below the horizon for six weeks. Conversely, the winter days are short, with the shortest day having about 1.7 hours of daylight. The low angle of the sun, especially in the winter, results in a longer light path through the atmosphere, which also reduces the light energy reaching the ground.

Winds in the Kotzebue area vary with the seasons. The prevailing annual wind direction is from the east (September through April). During the summer months westerly winds are dominant. The average wind speed at the Kotzebue Energy Association's (KEA) wind farm is 14.1 miles per hour (mph), with summer storms commonly producing winds of 28 mph for six-hour periods. Winds in the winter can be even stronger. The ten-year high wind speed is estimated to be 64 mph, and winds greater than 55 mph have been recorded from all directions except the north and northeast.

4.4 Natural Hazards

4.4.1 Seismic Hazards

Kotzebue is in Seismic Design Category (SDC) D, according to the 2003 International Building Code. While the risk of major seismic activity in Kotzebue is known to be low, structural design of significant buildings or other structures must comply with the requirements stipulated for this SDC rating.

4.4.2 Erosion

Erosion is a significant issue for the City and surrounding area and has been advancing since 2012. It has created challenges to the Cape Blossom Port project and caused a General Investigation study by the United States Army Corps of Engineers (USACE) being terminated as the average coastal bluff erosion rate resulting in a risk of an unsustainable future and/or deferred construction cost to maintain access to the dock. A Planning Assistance to States Technical Report on the site conditions in the vicinity of Cape Blossom³ completed a desktop analysis of coastal erosion rates based on historical aerial photography and potential navigation channel dredge distances to the shoreline based on available bathymetry data. This information was used to identify locations with relatively low coastal erosion rates that were followed by site visit observations. Erosion rates were variable within the study area, with some rates of land loss as high as approximately 21-39 feet a year. Lower erosion rates were observed in other areas, including some areas that were relatively stable (erosion rates that were not measurable) or had low rates of erosion of approximately 3.5 feet a year.

The erosion issues documented at the proposed port site are similar to what is being observed at the City, which is creating challenges with coastal resiliency particularly at the north end of town. This area does not currently have a sea wall and is impacted significantly by coastal erosion during spring thaw, driven by south to south-west winds out of Kobuk Lake. Erosion and ice have caused damage to private housing and commercial facilities and a sea wall is needed to reduce erosion impacts and reduce safety hazards associated with property damage.

³ U.S. Army Corps of Engineers Alaska District (September, 2021)., *Planning Assistance to States Technical Report, Site Conditions in the Vicinity of Cape Blossom Road Technical Assistance Kotzebue, Alaska.*



Source: Lawton, D. (2022) House with big ice

Figure 10: Damage to a house due to ice incursion

Permafrost degradation is further compounding erosion issues and there has been an acceleration in issues around the City over the last five years. Kotzebue Electric Association (KEA) has had to shore up utility poles that were set in permafrost and are beginning to move, and the earthen dam at Vortac Lake has moved as a consequence of permafrost degradation.

4.4.3 Flooding

Kotzebue participates with the Federal Emergency Management Agency to regulate building within flood zones. Flood prone areas are divided into three main categories. Zone A represents areas located within the 100-year flood, and is limited to areas adjacent to Shore Avenue, Swan Lake, and the Lagoon. Zone B represents areas located between the 100-year flood and the 500-year flood. The third category is Zone C, which are areas with minimal flooding.

4.4.4 Permafrost

The Baldwin Peninsula is located within the zone of continuous permafrost. A review of air photos indicates wet tundra, thaw lakes, polygonal ground and beaded drainage which are all indicative of permafrost. The depth of the bottom of permafrost is probably between 200 and 300 feet. A well drilled on the spit of Kotzebue in 1949 and 1950 encountered the bottom of permafrost at a depth of 238 feet. A well drilled near Nimiuk Point in 1974 encountered an interpreted bottom of permafrost at a depth of 284 feet.

4.4.5 Road Dust

ATVs and other vehicles driving on dirt roads contribute to airborne dust that can aggravate respiratory problems, settle on subsistence foods, and contribute to poor air quality. Road dust has become a severe issue in rural Alaska. The Clean Air Act established two types of national air quality standards for particulate pollution. Primary standards set limits to protect public health, including the health of “sensitive” populations such as people with respiratory diseases, children, and the elderly. Secondary standards set limits to preserve community welfare, including protection against visibility impairment, damage to animals, crops, vegetation, and buildings. The Environmental Protection Agency (EPA) health research confirms that dust, measured as PM10, can cause health problems including short term airway irritation, and aggravation of existing heart and lung disease and damage to lung tissue.

4.5 Historic Sites and Archaeology

Based on NANA nominations under section 14(h)(1) of the Alaska Native Claims Settlement Act (ANCSA), the Bureau of Indian Affairs (BIA) investigated many historical places and cemetery sites in the region. These, along with oral history tapes taken at the time of investigations, add to the base knowledge of the rich regional culture.

The modern City is built on and over a series of beach ridges. Each successive ridge has been found to have an earlier inhabitation period than the previous ridge, and nearly all have been found to have some potential for historical or pre-historical materials. However, no systematic survey of the historic and prehistoric resources in the Kotzebue town site has been undertaken. Based on excavations undertaken by Giddings in 1940, 1941, 1947 and the early 1960s before his death, the time of occupation has been determined to be of the Intermediate Kotzebue period (ca AD 1550) period (as well as present day) along the beach ridges between Isaac Lake and the shore.

Evidence of old Kotzebue (ca AD 1400) inhabitation has been found between the Intermediate Kotzebue area and the outskirts of the present-day City, thus tracing the current Eskimo ancestry for about 600 years. Buried cultural materials may be encountered anywhere along the ancient beach ridge crests (or even the slope according to Giddings and Anderson, 1986), not just along the present-day waterfront. Mention is made by Giddings of clusters of house pits south of the Federal Aviation Administration (FAA) facility. The burin spall reported by Newell and Stern (1976) from a test pit adjacent to Isaac Lake, in the vicinity of the Intermediate site, suggests the presence of earlier populations than the Kotzebue period (possibly even Denbigh or Choris).

Most Kotzebue archaeological work and excavation traces occupancy only back to the Late Western Thule (ca 300 AD) period. In Cape Krusenstern (Giddings and Anderson, 1986), some 114 distinct beach ridges going back from the current beachfront indicate semi-permanent dwellings of Early and Late Western Thule, Birnirk, Ipiutak, Choris, and Old Whaling cultures. The same pattern might exist in Kotzebue, although the extensive separate beach ridges are not the same.

As the community expands to the south along beach ridges or onto the hillside, people could make important new archaeological discoveries. At the same time, without a systematic, planned approach to archaeological investigation, such a discovery could significantly hold up development and expansion. Prior to the implementation of projects, publicly

available information for historic sites should be reviewed such as those available through the Alaska Heritage Resources Survey.

Construction and development activities, including excavation for building foundations, road widening, and utility installations, often uncover archaeological materials. If a planned approach to the archaeological investigation of the area and the cultural and historical significance is not included in this planning, unnecessary problems or loss of information could occur.

A proposal was made to include the "Kotzebue Historical District" in the National Register of Historic Places (Robert Gal, 1986). This proposed district would include the entire Kotzebue gravel spit, thus encompassing all beach ridges and the "Intermediate Kotzebue" excavation site. The nomination to the National Register could be completed if the community supports the proposal. Some benefits might include tax breaks or qualifications for special grants. A disadvantage might include limitations on development or increased expense to develop.

4.6 Mammals, Birds, and Fish

In addition to the plants and vegetation used by residents, hunting and fishing remain a vital part of the economy and subsistence lifestyle in Kotzebue. Kotzebue is a high subsistence use area compared to the resource harvest of other Alaska communities of similar size. U.S. Fish and Wildlife Service and the Alaska Department of Fish and Game should be consulted prior to the development of projects, particularly outside of the main City area.



Figure 11: Caribou

4.6.1 Land Mammals

Land mammals can be broken into two main categories: big game and fur bearers. Big game mammals located in this region include moose, caribou, and bear. Big game is used for both clothing and food for residents and is supplemented by reindeer herds. Furbearers are used for sale or trade, clothing, and for subsistence foods, representing an important resource in the area. These mammals include wolves, fox, lynx, mink, marten, wolverine, land otter, beaver, and muskrat.

4.6.2 Marine Mammals

The waters of Kotzebue Sound and the adjacent Chukchi Sea, during various seasons, contain several species of marine mammals. These are used for food and are an important aspect of Kotzebue’s cultural heritage. The main marine mammals found in this region are the bearded seal, walrus, beluga whale, and other whales. A historic location for taking seal is on a point across the entrance to Hotham Inlet from Kotzebue (Sheshalik). Polar bears rarely venture this far south but have been seen in inner Kotzebue Sound.

While these marine mammals are protected by the Marine Mammal Protection Act, as amended, Alaska Natives are allowed to take them for customary and traditional purposes. However, because of international treaty arrangements this sometimes requires special cooperative agreements between the federal government and the Native people (e.g., those of the Alaska Eskimo Whaling Commission, the International Whaling Commission, and the Alaska Eskimo Walrus Commission).

4.6.3 Birds

Most birds are present in the area only between May and September. These birds come to the area primarily to breed and nest. Many come from as far away as Antarctica, South America, and Asia. Because of the proximity to Siberia and the effect of prevailing winds, there is an interchange between the Asiatic and North American flyways. Migration patterns vary with the weather and food supplies. Thus, occasionally rare Asiatic species will appear in and around Kotzebue.

Birds are categorized into four groups: seabirds, waterfowl, shorebirds, and upland birds. The Migratory Bird Treaty Act and the Russian and Canadian protocols require the protection of some migratory waterfowl species when they become endangered (e.g., Spectacled Eider, Black Brant, etc.).

4.6.4 Fish

Fish form an important part of the diet for residents of the region. Fish are usually dried or frozen and are sometimes used for dog food, although this is less common than in the past. Fish are caught by seining, hooking techniques, or sport fishing. The Kotzebue Sound and lakes and rivers are used for commercial and subsistence fishing. The region is an important habitat for more than 50 species including Arctic Char, Whitefish, Dolly Varden, Sheefish, Northern Pike, Grayling, Herring, Salmon, and Cod. The commercial fishery depends predominantly on the migrating salmon.

5.0 EXISTING CONDITIONS

5.1 Housing

Available housing is currently the greatest issue in Kotzebue, according to planning participants, employers, new hires, new residents, and visitors. The lack of land and infrastructure for new housing developments and the need for reasonably priced gravel for necessary pads constrain the development of housing.

The hillside housing development was the most recent attempt to develop a new subdivision; however, the chosen site was determined to have poor subsurface conditions that included ice-rich thawing permafrost. The City is now considering land to the south of the landfill for possible expansion because the Cape Blossom Road will provide access to the area starting in 2022.

The Kotzebue Indian Reorganization Act (federally recognized tribe) (IRA) has tribal housing responsibility under the Native American Housing and Self-Sufficiency Development Act. The Northwest Inupiaq Housing Authority has retained responsibility and authority for housing and property management of previously constructed projects. Maniilaq and Kikiktagruk Inupiat Corporation (KIC) are both major providers of rental housing and are active in the development of new housing projects in the City.

5.2 Land Use and Ownership

Land use and ownership patterns are a critical factor for long-term economic development, expansion, and planning for Kotzebue. The municipal boundaries extend beyond the area currently served by the roadway network, but the potential development of a port facility at Cape Blossom may require the annexation of new land to encompass additional areas of the Baldwin Peninsula, including the area south to Cape Blossom on the west to an area below Nimiuk Point on the east side of the peninsula (Figure 12).

Little land use designation or control has been established for locations outside of the original townsite area. This is partly because of the mixed ownership and control of land. The airport is owned and operated by the State of Alaska, and FAA lands are controlled by them. There is also several thousand acres of land that KIC is eligible to receive from the Bureau of Land Management under the provision of ANCSA.



Figure 12: Land Use and Ownership

5.2.1 Native Allotments and Townsite Lots

The 1906 Native Allotment Act and 1926 Alaska Native Townsite Act provided local residents title to some lands within the City. Although both Acts were subsequently repealed, lands already conveyed are not subject to state or local taxation and regulation. There are currently 24 restricted Native allotments and 48 restricted townsites within the Kotzebue municipal boundary. All these allotments were surveyed and have been transferred to the applicants or their heirs.

Allotments and restricted townsite lots in the core townsite area are only subject to municipal ordinances if the government finds it in the owner's best interests to be subject to those ordinances. The Native Village of Kotzebue, under what is known as a "638 contract" with the Bureau of Indian Affairs, assists the landowners in managing their land, including use as a home site, leasing for development, gravel sales, land sales, subdivision, or use and protection for subsistence.

5.2.2 Federal and State Lands

While there are only a few pieces of federally owned property in the City of Kotzebue, these areas comprise potentially developable land (the old FAA sites and the old Air Force/White Alice site). The FAA sites will likely continue to be used for their purposes (as redefined under section 3(e) of ANCSA). The Air Force site is prime real estate, and KIC has "top filed" for lands in the event they are "excessed" by the federal government. The area past the landfill is still designated as a military drop zone.

Other than tidelands and submerged lands adjacent to the community, the State of Alaska owns tidelands and submerged lands effectively giving the State management authority for areas below the mean high-water mark.⁴ The State also has selected lands south of Kotzebue along the coast of Baldwin Peninsula, including lands adjacent to Cape Blossom. Since those uplands are top filed over Native Corporation lands, it is not certain if any of these areas will be conveyed to the State. The State manages most of its tidelands and submerged lands for multiple uses in the vicinity of Kotzebue except for the areas adjacent to the Noatak River, which are managed for habitat purposes. The State-selected areas around Cape Blossom are also managed for habitat purposes.

5.2.3 Land Uses and Designations

While the Kotzebue Municipal Code references a zoning map (KMC 17.12.010-17.12.020) and three zoning districts (KMC 17.16 – 17.24), a City Council has not approved an official zoning map with zoning districts. The current mix of commercial, retail business, light industrial, residential, parks, and offices has the potential for safety problems (traffic, fuel leaks, noise, dust, etc.).

⁴ The City owns the tidelands and submerged lands from the centerline of the main runway to Minerva Street on the north end of town (City of Kotzebue Comprehensive Plan, 2013).

5.3 Public Utilities

The City has responsibility to provide and maintain the water supply and treatment systems, wastewater collection system, and solid waste disposal for the businesses and residents of Kotzebue.

5.3.1 Water Supply and Treatment System

The main drinking water source for the City is Devil's Lake, which is located approximately 2.5 miles southeast of the Public Works Compound (located along Third Avenue near the intersection of Bison Street). The lake is a natural waterbody measuring approximately 165 acres in area. Submersible pumps located in an elevated intake structure, supported on pipe piles, extract water from the lake. The water is then transported approximately 2.7 miles (14,400 linear feet (LF)) to the water treatment facility via an insulated eight-inch diameter water main, the majority of which is above ground. Based on observations made by the City, Devil's Lake levels have continued to rise over the years, providing adequate supply to the City. The back-up drinking water source for the City is Vortac Lake, which is an impounded lake located 1.5 miles southeast of the Public Works Compound.

The City water treatment system is classified as a Class A community water system using surface water. A new water treatment plant is currently under construction at the Public Works Compound, which will replace the aging plant in the same location. The new plant will be commissioned in 2023.

5.3.2 Sewer

Sewage is collected in buried gravity sewer mains, which flow to a system of 12 underground municipal lift stations located throughout the City. A ten-inch force main transports sewage to a three-cell lagoon treatment system located just south of the airport. The City leases the lagoon property from the DOT&PF.

5.3.3 Solid Waste Collection and Disposal

The City operates a garbage collection service, using compactor collection vehicles. The collected waste is delivered to a baler facility in the Public Works Compound. The bales are bagged and transferred to a Class II landfill located south of the City along Base Road. The landfill accepts municipal solid waste, construction and demolition debris, scrap metal, polluted soil, and some special wastes with Alaska Department of Conversation (ADEC) approval (ADEC, 2013). There are no current City sponsored recycling facilities or efforts, except for ordinances requiring separation of hazardous waste.

5.3.4 Electricity

KEA, a non-profit community cooperative, supplies power for Kotzebue. This cooperative has been innovative in adding wind generation, the use of waste heat, solar, and consideration of fuel cells; but the cost of electricity generation from diesel fuel is still high for the community. Residents and public facilities receive Power Cost Equalization, a state subsidy, to reduce costs.

5.4 Transportation System

Kotzebue became the regional transportation hub because of its location and the ability to provide the transition between deep-water and rivers during the three to four months of ice-free time. There were also some overland freight efforts, particularly over the ice using reindeer and dogs which continues with snow machines and sleds today. Kotzebue is also a major air hub with an expanded airport catering to schedule passenger jet services and bypass mail (subsidized as essential mail service). As the hub, it is the center of services for communication, administration, and education services for the villages of Noatak, Kivalina, Point Hope, Kiana, Noorvik, Selawik, Ambler, Shungnak, Kobuk, Buckland, and Deering.

5.4.1 Average Annual Daily Traffic

The DOT&PF maintains a traffic analysis and data application website⁵ that presents data collected from the Alaska Traffic Monitoring Program. The data is collected from count stations located on public roads throughout the State. Data are reported for 22 count stations within Kotzebue, with the busiest count locations being Wolverine Drive (Fifth Avenue) north of Salmon Street (Station ID: 30031091), which recorded an actual Annual Average Daily Traffic (AADT) of 2,544 in 2014 and an estimated AADT of 2,670 in 2021; and Third Avenue near the intersection with Mission Street (Station ID: 37031000), which recorded an actual Average AADT of 2,556 vehicles in 2017 and an estimated AADT of 2,370 in 2021; and Third Avenue north of Bison Street (Station ID 30031001), which recorded an actual AADT of 2,483 in 2017 and an estimated AADT of 2,370 in 2021. The traffic data indicate that peak volumes occur around the morning commute (7:00-8:00am), around midday, and between 2:00 – 4:00pm.

Extensive traffic counts were conducted as part of the 1997 Transportation Plan. These counts (34 sites, most for a period of seven days) showed a peak use around 7:00 pm and continuing with significant counts until midnight. Although not documented, these counts were likely completed during summer months with extended daylight hours and clear road conditions. Counts, with visual confirmation and categorization of the type of vehicle, were used to prioritize roadway improvement projects.

5.4.2 Types of Roadways – Functional Classification

The network of roadways in the City is classified as local, minor collector, and major collector (Rural). This approach groups roads, streets, and highways into integrated systems, each ranked by the level of mobility and access they are intended to provide in the transportation system. Collector roads are higher level roadways that collect traffic from local streets and move it through the City. Local roads are lower volume, lower speed roadways that provide access from residential and other areas to collector streets.

Most roads in Kotzebue are classified as Local (Rural). Roads with a higher functional classification are summarized in *Table 4*.

⁵ <https://alaskatraficdata.drakewell.com/publicmultinodemap.asp>

Table 4: Roads with Functional Classification Higher than Local (Rural)⁶

Functional Classification	Road Name
Major Collector (Rural)	<ul style="list-style-type: none"> • Shore Avenue (First Avenue) south of Shore Lane • Third Avenue • Fifth Avenue • Turf Street (Crowley Dock Road) • Airport Access Road
Minor Collector (Rural)	<ul style="list-style-type: none"> • Ted Stevens Way • Shore Lane • Shore Avenue (First Avenue) north of Shore Lane • Second Avenue

5.4.3 Vehicle Fleet Mix

Select traffic count sites include data on the FHWA Vehicle Classification. The only site reporting vehicle classification data in Kotzebue is Third Avenue North of Mission Street (Station ID: 37031000). Vehicle mixes identified are predominantly motorcycles/all-terrain vehicles (2 axles, 2 or 3 wheels) and passenger vehicles and pick-up trucks, with only a small proportion being larger trucks and freight vehicles (less than 10 percent). These vehicles typically operate simultaneously on the roadway, which results in a mix of vehicles alongside pedestrians and bicycle traffic.

5.4.4 Roadway Capacity

As outlined in the Alaska Highway Preconstruction Manual (HPCM), capacity is described as a maximum sustainable hourly flow rate at which persons or vehicles can reasonably be expected to travel to a destination under typical conditions. Typical conditions in Kotzebue vary, but generally consist of two travel lanes (one in each direction), and dependent on the roadway, either shoulders and sidewalk, or little to no shoulders and sidewalk. Posted speed limits are set in Kotzebue Municipal Code Title 10.16.010 and vary throughout the City from a baseline of 15 miles per hour (MPH) to 35 MPH on roads beyond the built up area of the City.

Roadway capacity can be expressed using the level of service (LOS). Per the HPCM, LOS is defined as a quantitative layer of performance measure or measures that represent a quality of service, measured on an A – F scale, with LOS A representing best operating conditions from the traveler’s perspective (free flowing) and LOS F the worst (stop and go traffic). The existing Kotzebue roadway system generally provides acceptable capacity for current traffic volumes.

Many locations in the community act as trip generators. The hospital, airport, grocery store, post office, state, tribal and federal offices, and other services or commercial areas are generally major trip generators. Trip modes may include walking, bicycle, ATV, snowmachine, car or truck, and taxi.

⁶ <https://alaskatraficdata.drakewell.com/publicmultinodemap.asp>

5.4.5 Connectivity

From a transportation perspective, connectivity refers to the density of connections in path or road networks, and the directness of links. A well-connected network has many short links, numerous intersections, and minimal dead-ends (cul-de-sacs). Kotzebue’s transportation network within the developed City area is a grid network, which provides a well-connected network with alternative routes available to travelers. Other more remote locations are accessible via Ted Stevens Way and Air Force Base Road, which forms a ring road accessing municipal facilities such as the water source, dump, and military facilities. The future Cape Blossom Road connects to Air Force Base Road.

5.4.6 Safety Data and DOT&PF Traffic Safety Data

Safety for the traveling public is essential to Kotzebue’s transportation system. The highest priority safety concerns determined by the City include:

- Dust control
- Road improvements, including paving roads
- Trail safety
- Distracted driving
- User conflicts

The DOT&PF, Alaska Highway Safety Improvement Program, in partnership with the National Highway Traffic Safety Administration, collects traffic safety statistics for all traffic fatalities and non-fatal motor vehicle accidents in Alaska. Traffic safety data is obtained through State Trooper and Police reports and collected in all urban cities and more populated rural communities, such as Kotzebue, Nome, and Bethel.

Traffic safety data can be used to identify issues and trends associated with an area’s roadways. It can help identify roadway deficiencies such as width, curves, alignment, or grade, which can be modified to improve roadway safety. Roadway design and standards have changed over time, and many older roads do not meet current standards. Crash data was provided by DOT&PF for 2010 to 2020. A total of 73 crashes occurred over the 10-year period. Table 5 summarizes the crash data.

Table 5: Reported Crashes in Kotzebue 2010 - 2020⁷

Year	Total No. of Crashes	Fatality Crashes	Serious Injury	Minor Injury	No Apparent Injury	Unknown Injury
2010	4	-	2*		2	-
2011	8	-	4*		4	-
2012	3	1	2*		-	-
2013	4	1	1	-	2	-
2014	7	-	1	2	4	-
2015	10	-	5	-	4	1
2016	8	-	3	4	1	-
2017	15	1	1	6	6	1
2018	6	-	2	-	3	1
2019	4	-	1	-	2	1
2020	4	-	1	-	1	2

* Data reporting for 2010 – 2012 differs to data from 2013 – 2020.

Approximately two-thirds of the incidents involved four-wheeled (or larger) motor vehicles. One-third involved ATVs. Eight of the reported incidents involved a pedestrian injury, and one involved a bicyclist.

5.4.7 Traffic Congestion/Conflicts

The 1997 Transportation Plan and traffic counts indicated some heavy use areas. The lunch hour and evening hours produced the most congestion at the post office, grocery store, and bank. Traffic in the summer has significantly higher volumes than in the winter. There is a slight increase during commuting hours to and from work. Many of the roads are too narrow to accommodate traffic lanes and on-street parking.

Conflicts arise between ATVs, pedestrians, and vehicles. In the winter, snowmachines drive off the sea ice, up over the steep beach bank and onto the road at high speed (for momentum), without time to see vehicular traffic on the road. After the roads are cleared of snow, snowmachines find it challenging crossing the cleared road corridor along Shore Avenue. Traffic congestion is greatest near the hotel and store with pedestrians, snowmachines or ATVs (depending on the season), and motor vehicles.

Kotzebue does not have oversize limits, or registration of any type of vehicle. Oversized vehicles can contribute to deterioration of roads during the spring thawing seasons or during the occasional rainstorm. Small trucks transport freight from the docks and from the airport through town. Kotzebue does not have commercial loading and unloading zones, or alleys as defined in larger urban areas. Street noises from different vehicles resonate throughout town. Vehicular traffic across the small aircraft airstrip conflicts with the airplanes.

⁷ Data supplied by DOT&PF on December 6, 2022.

5.4.8 Roadway Maintenance

The City has a draft Standard Operating Procedure (SOP) for street maintenance (January 2012), which addresses road surfacing/grading, pothole repairs, road sweeping, drainage, culvert repair and maintenance, Spring drainage, road sign replacement, asphalt repair, chip sealing, pavement marking, road de-icing/sanding, snow removal and disposal, and access to utility areas (Devils/Vortac Lake, sewage lagoons, landfill). The intention of the SOP is to guide maintenance operations within the City's road maintenance service area. The update/completion of the SOP is a recommended project in this LRTP.

Snow removal is prioritized, with the highest priority given to Shore Avenue, Third Avenue, Fifth Avenue, Mission Street, Bison Street, and Lagoon Street. These streets were selected based on their level of use for emergency services. Lower volume local roads are given second and third priority according to the level of use of the road and adjoining land uses (*Figure 13*). In addition to the roadway priority, the snow removal plan provides that driveways of elders' homes are clear to assure access for necessary medical services, evacuation, and delivery of meals. Snow at the outside edges of town is pushed back to create a barrier to reduce snow drifting, and snow is then hauled from town to reduce drainage problems during thawing.



Figure 13: Snow Removal Priority Map

5.5 Transportation

5.5.1 Roadway

The Kotzebue area has few roads, as the overland regional transportation system is not well developed. No roads (other than winter ice roads or trails) connect Kotzebue with any other community. Currently, Kotzebue has approximately 22 miles of gravel roads, and about two miles of paved roads (Third, Fifth, and Shore Avenues). The newest road was the construction of 3.7 miles of elevated gravel road, now called Ted Stevens Way, in the early 2000s that connects the Devil's Lake area to the landfill. Ted Stevens Way and the "Base Road" link the core community to infrastructure located on the outskirts of the City. The Base Road, named for the old Air Force Base, extends across the airport and past the sewer lagoon and old dumpsite to the new landfill and the Air Base, and continues to KEA's wind generation facilities. Phase I of Cape Blossom Road is currently under construction connecting from Hillside Drive to Sadie Creek.

5.5.2 Non-Motorized Transportation

Facilities for walking and bicycling are provided along roadways within the city. Sidewalks are constructed along paved roadways for walkers, and bicycle facilities are available along road shoulders. Unpaved roads provide shared facilities for walking and bicycling. Ted Stevens Way and Base Road are popular for recreational walking, running, and bicycling.

5.5.3 Trails

There are trail easements for winter access to state and federal lands reserved under ANCSA. One of the trails follows a 25-foot easement that crosses KIC's land and Devil's Lake (City water supply). The City has petitioned the Bureau of Land Management (BLM) to move the trail easement to the east of Devil's Lake to mitigate the risk of a snowmachine falling into the City's primary drinking water source. The BLM is yet to issue a final decision, but the City is confident the easement will be adjusted east of Devil's Lake.

Additional trail easements include a 60-foot easement for the road south of town to the airport and from the airport property to the north boundary of Section 28, T 17 N, R 18 W, KRM. In addition, for winter travel, trails are marked across the Sound, the Inlet, and on rivers with stick or branches when the ice reaches a safe thickness for travel. Winter trails connect most of the villages across Hotham inlet and along the rivers, as well as subsistence sites.

Trails are used by residents and by visiting villagers on snow machines in the winter. Some trails service four wheelers or ATVs in the summer, particularly for beach access and along the beach. Few automobiles, trucks, or four-wheel drive vehicles leave the road system, except to travel on the ice in the winter. The City does not have any registration of vehicles, so it is difficult to determine the numbers and types of travel undertaken. Users have encountered some problems in the winter crossing roads and accessing the Sound due to snow berms. Some recreational trail users would like to have specific locations designated for their particular use, such as snow machines, skis, and dog sleds. Requests have also been made to clearly mark and maintain trails and trailheads.

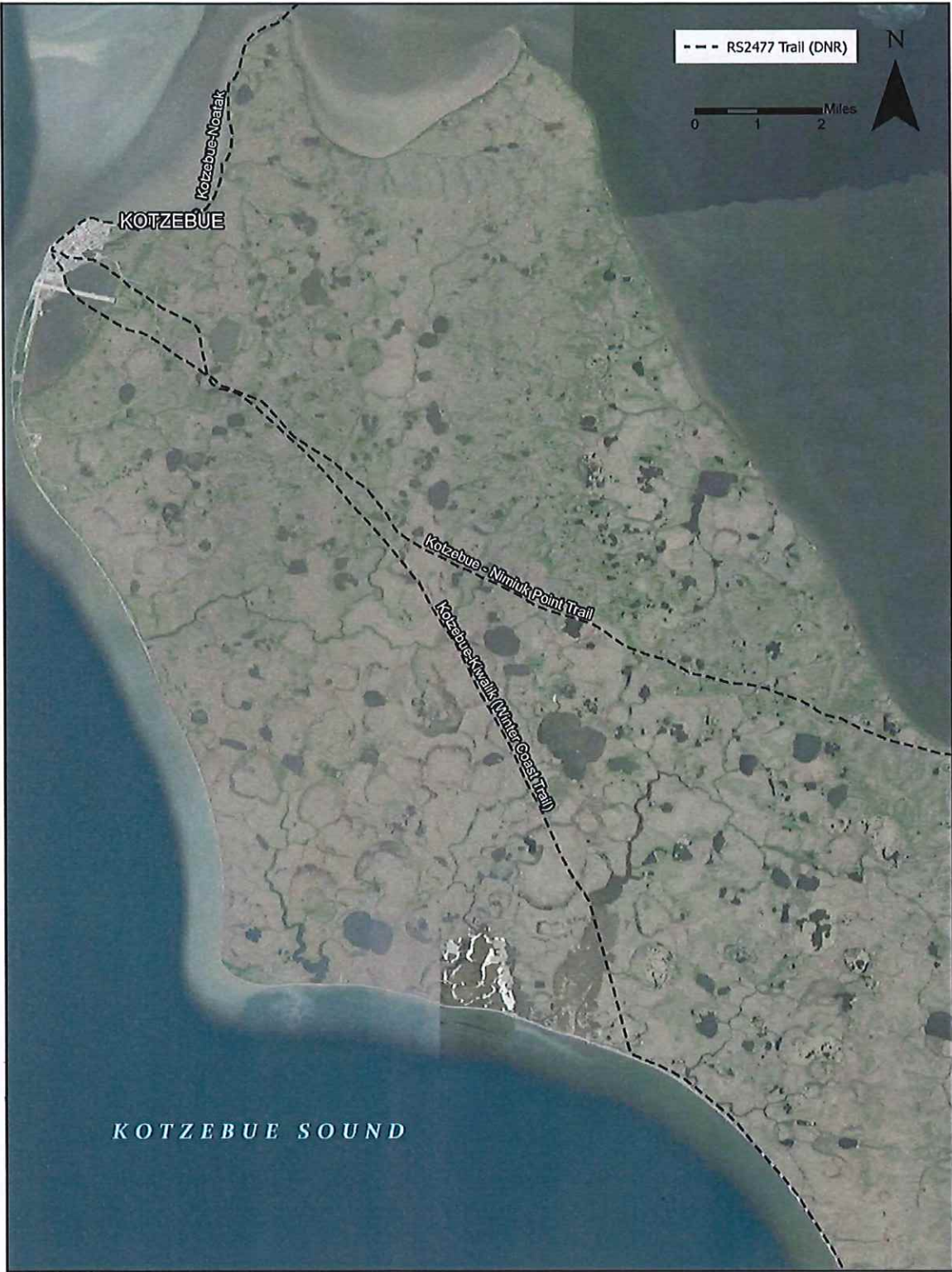


Figure 14: Trails

5.5.4 Aviation

Currently one major passenger carrier (Alaska Airlines) and a regional charter carrier (Bering Air) operate in Kotzebue. Air cargo carriers include Alaska Airlines, United States Postal Service, Bering Air, Northern Air Cargo, LLC, and Everts Air. Additional charter carriers and fish and game guides operate small aircraft in Kotzebue during the summer seasons.

The current airport was expanded from a small airstrip constructed in the 1950s to the current 5,900-foot paved runway with 3,876-foot gravel surfaced crosswind runway. The relocation of the airport has been thoroughly studied during investigations including the 2008 Kotzebue Airport relocation Feasibility Study and was found to be impractical. Runway lengthening and the construction of a full-length parallel taxiway way also found to be economically unfeasible. The existing acreage of the Kotzebue airport parcel was deemed to be adequate through 2035.

Projects included in the 2015 Airport Master Plan include:

- An apron expansion in the northeast corner of the terminal area that includes doubling the sand storage capacity, providing new lease lots, relocating transient parking, and expanding security fencing.
- Developing new and increased area for tie-downs for small floatplanes and float plane facilities on Isaac Lake or Kotzebue Lagoon. The preferred alternative is Kotzebue Lagoon.

5.5.5 Marine Transportation

The ocean waters near Kotzebue are quite shallow. In addition, the Noatak, Kobuk, and Selawik rivers drain into the Sound, which creates additional sediment runoff. The currents from these rivers keep a channel open near the Crowley dock. Because of this shallow water, Kotzebue does not have a deep-water port and ships anchor 12 to 15 miles south and west of Kotzebue. Barges for fuel and supplies must have a draft of no more than five feet to come into the current dock area.

Small boats are a major contributor to the economy as they have a major role in providing transportation to and from fish camps, sealing camps (some are reached by flying or snow machine while there is still ice), and elsewhere for subsistence, as well as for recreation. Boat docks for small boats are in place in the Swan Lake Boat Harbor. Some boats are simply pulled up on the beach, including along Front Street (Shore Avenue), by rolling them over pipes or small logs.

5.6 Transit

Kotzebue is a compact city where many residents walk for short trips. Motorized transportation without a privately owned vehicle relies on private taxicab. Two cab companies operate year-round: Kobuk Cab and Richard's Cab. Both are operated out of the owners' homes and are often unavailable without extremely long waits. A ride costs \$7 per person anywhere in town, or \$5 for seniors and students. Since Kotzebue is over a mile long and almost a mile wide, there is a good portion that is a difficult walk, especially in inclement winter weather. If the community expands to the hillside, the need for public transportation will increase.

The City does not currently provide transit services. Maniilaq Association provides elder transportation services within Kotzebue on an on-call basis. A Transit Development Study was completed in 1981, which outlined a possible bus system with deviations between designated points and fares nearly as high as the taxicabs. The study completed a limited feasibility analysis of operational costs. A bus barn was built (the current Public Works Department of the City), and vans purchased, but the system was only briefly implemented.

5.7 Structures

5.7.1 Bridges and Culverts

There are two bridges in the City. First Bridge (Swan Lake), spans the open waterway for the Swan Lake boat harbor (32-foot length and roadway width 24.0-feet), and has experienced serious erosion in the abutments, including the surrounding pavement being undercut (refer to Figure 15). The Second Bridge, Kotzebue Slough, is 180-feet in length and roadway width 24.0-feet. Both the bridge decks are maintained by DOT&PF, and the City supports repair work in conjunction with the Tribe, who own the road (Ted Stevens Way). Both First and Second Bridge are aging assets and in need of repair.

There is a lack of culverts in place across the City, and those that are in place have been installed to address known serious inundation issues. Culverts are needed to assist with run-off, particularly during spring thaw. The City hires a four-person pumping crew each spring to assist with managing water in low-lying areas, which reduces the risk of water entering people’s homes. A hydrology study is needed to understand low points and assist with identifying locations for culverts to address water inundation.

Culverts that are present across the City do not form a comprehensive system, and some are difficult to maintain because of their location and some have maintenance challenges owing to the installation techniques used when they were placed. These culverts were intended to be temporary, and a long-term solution is needed.



Figure 15: Erosion at Second Bridge (Kotzebue Slough)

6.0 TRANSPORTATION NEEDS

6.1 Aviation

Aviation needs were comprehensively considered by DOT&PF as part of the Northwest Alaska Transportation Plan Update (2022) and the Kotzebue Airport Master Plan Update (2015). Aviation needs included:

- **Climate change:** Warming climate, permafrost thaw, sea ice retreats, increasingly severe storms, and higher than normal precipitation all contribute to increasing maintenance costs and accelerated degradation of aviation facilities.
- **Funding:** Demand for aviation funds has exceeded available program resources, resulting in needs that may not be able to be addressed through FAA's Airport Improvement Program (AIP).
- **Carrier restrictions:** Available carriers are limited, and any cessation of service can impact the ability to provide reliable air service to remote communities. The challenges associated with operating an air carrier service in northwest Alaska can also result in high costs.

- **Predicted pilot shortage:** The COVID-19 pandemic has exacerbated the pilot shortage caused by an aging workforce facing mandatory retirement, fewer pilots exiting the military, and the high cost of training.
- **Additional leasing opportunities:** The Kotzebue Airport Master Plan Update identifies that additional leasing opportunities are needed to accommodate user requests.
- **Non-standard conditions:** Tie-down facilities are located closer than standard to Runway 18-36, Taxiway E falls within the middle third of Runway 9-17, and Taxiway F extends from the end of Runway 18-36.
- **Pavement:** The apron pavement is failing and needs to be replaced/remediated.

Airport projects are programmed by DOT&PF, who complete Airport Master Plan Updates on a programmed basis to confirm conditions, needs and projects. Therefore, no aviation projects are recommended in this LRTP.

6.2 Roadway Facilities

Roadway needs were considered by DOT&PF as part of the Northwest Alaska Transportation Plan Update (2022), and by the City as part of developing this LRTP. Public comments also suggested roadway needs within the City. Roadway needs are summarized below.

6.2.1 Roadway Network

- **Complete street network connections:** The street network connections in Kotzebue have gaps, which require travelers to sometimes navigate around built development to connect to arterial roads within the city. The street network should be evaluated to consider whether new connections are needed, and where these should be prioritized.
- **Evaluate streetlights to improve safety and visibility:** Some areas of the City are not illuminated at night, resulting in safety concerns for pedestrians. The need for additional street lights should be evaluated and planned for to improve safety for all road users.

6.2.2 Maintenance

- **Thawing permafrost, erosion, and flooding:** Warming ambient and ocean temperatures are accelerating permafrost thaw, causing the ground underneath roads to subside, wash out, erode, or liquefy. Increasingly frequent storms are causing localized flooding, which creates further erosion and damages road infrastructure. These changes mean roadway maintenance is needed more frequently, and larger areas are being impacted.
- **Maintenance budget reductions:** Budget constraints mean the State and local government have insufficient funding to meet all the maintenance needs. It also creates challenges for local communities to purchase new or replace old road maintenance equipment.

The City has a partially completed standard operating procedure dating to 2012 for street maintenance. This needs to be updated and completed to assist with managing street maintenance activities across the City.

6.2.3 Material Sources

Access to material sources, particularly sand and gravel has long been an issue in Kotzebue owing to the geography, geology, and location of the City. Some gravel is available near the end of Baldwin Peninsula at Nimiuk Point, which is approximately 16 miles east of Kotzebue. A potential material site (not currently developed) is in an area known as Iggy Hill, located approximately 8.5 miles east of Kotzebue and north of Nimiuk Point. The surface rights for both resources are owned by Kikiktagruk Inupiat Corporation (KIC) and the subsurface gravel is owned by NANA. The resource is currently covered by overburden to a depth of 60-70 feet and requires significant excavation to enable access. A Material Site Investigation was completed by DOT&PF of the resource in 2011, which estimated that approximately 710,000 cubic yards of gravel resource is present at Iggy Hill. Refer to Figure 16 for the location of gravel resources.

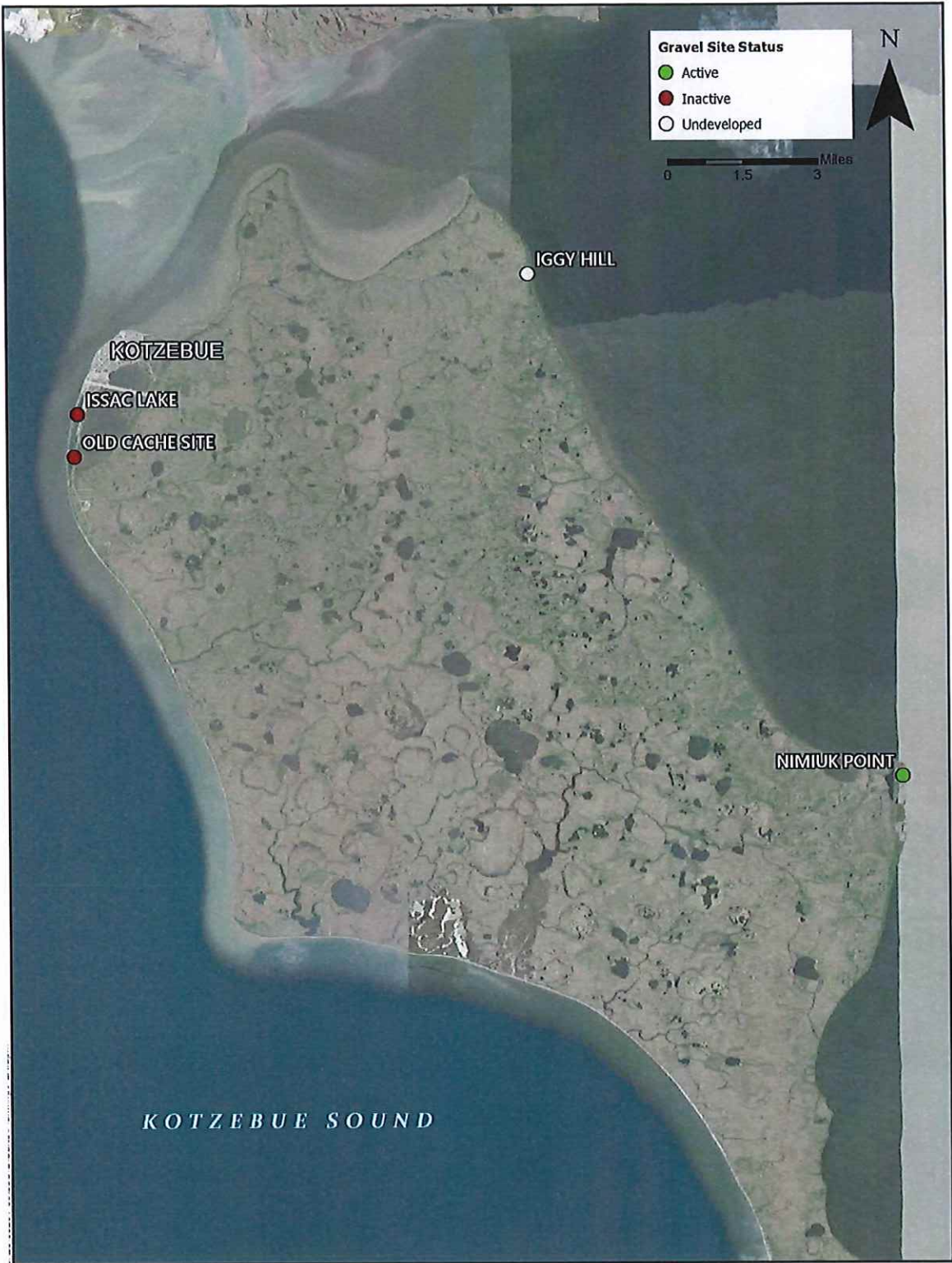


Figure 16: Gravel Resources Around Kotzebue

The cost of accessing gravel is significantly higher than in many other locations across Alaska and is increasing. Gravel demand over the last two years has been particularly high owing to the construction of the Kotzebue to Cape Blossom Road, which is necessitating the barging of gravel to Kotzebue.

6.2.4 Drainage

Drainage is a major challenge in Kotzebue because of the lack of culverts and formal drainage system. In addition to runoff challenges during Spring thaw, the City is only 7 feet above sea level and inundation is a problem during storm events. A hydrology study is needed to understand low points and assist with identifying locations for culverts and a comprehensive drainage system to address water inundation.

6.2.5 Safety Improvements

The City currently undertakes safety issues on an as-needed basis. The last comprehensive effort was prior to 2010, and since that time paving has been a preferred method to enhance roadway safety. This has created drainage challenges, as it has created impermeable surfaces that compound the lack of drainage system. A roadway safety plan is recommended to document needed safety improvements and create a long-term program for roadway safety improvements. Particular issues to be addressed include:

- Identifying locations in town where there are conflicts between transportation modes (i.e., drivers, ATVs, pedestrians) and program safety improvements.
- Identifying locations in town with narrow/minimal right-of-way and evaluate these to make sure minimum width facilities can be provided and address safety concerns caused by narrowing.
- Dust control and management.
- Creating a replacement schedule for radar/detection signs, warning lights, and other signs that need replacement.

6.2.6 Dust

The EPA standards for dust, and recent monitoring in Kotzebue indicate there may be locations within the city where dust exceeds acceptable limits. If the levels exceed EPA limits, the area could be classified as a “non-attainment” area. Currently, there are no villages or rural cities in Alaska that are classified as “non-attainment,” but if this occurs, it can create challenges for securing funds for federal transportation projects.

Methods to reduce dust from roadways and surface transportation include:

- **Reduced vehicle speeds:** educate the community about the health effects of road dust and post signs to encourage drivers to use slower speeds during dry seasons.
- **Gravel or pave roads:** construct and resurface roads with gravel and paving is effective to mitigate dust.

- **Road watering:** provides for effective dust mitigation for short durations. Frequent watering is required for effective long-term dust suppression.
- **Chemical dust suppressants:** these substances are designed to bind road dust and reduce the amount of dust that becomes airborne. Regular application is needed for chemical dust suppressants to be effective.

6.3 Marine Facilities

6.3.1 Swan Lake Small Boat Moorings

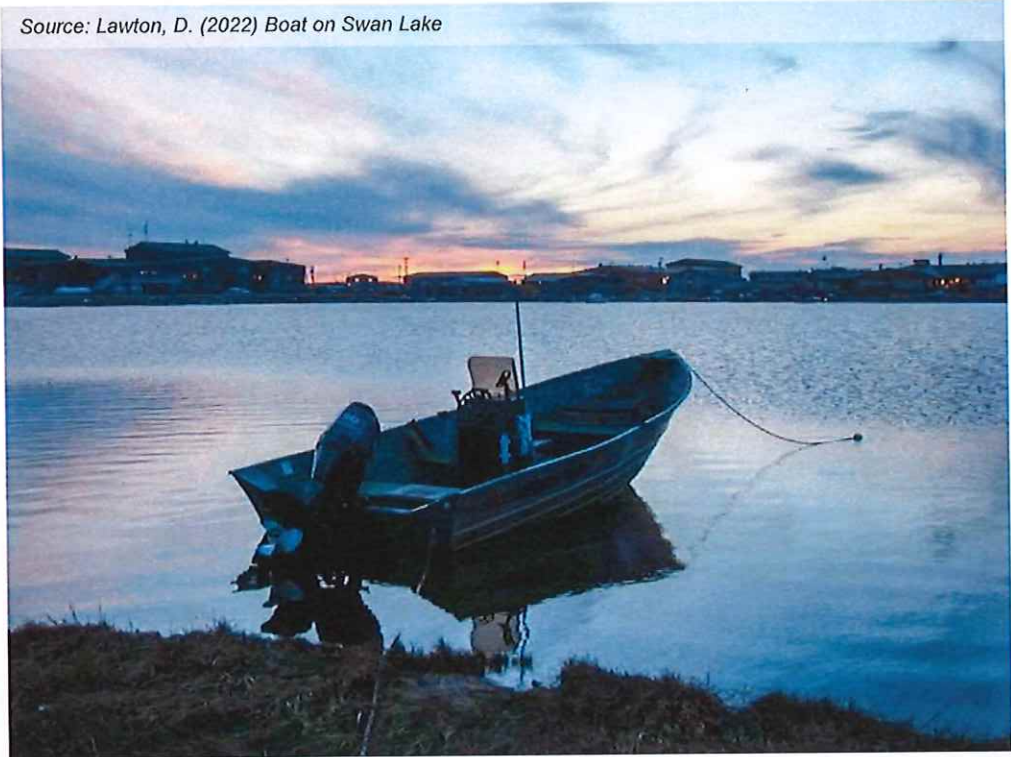


Figure 17: Swan Lake

The Swan Lake Small Boat Mooring facility was constructed in 2012 and inaugurated in 2017. The facility provides moorings for personal craft used for transportation. During high water events the water depths can prevent people from accessing the floats, and a design “fix” is underway to address this deficiency. Traffic and parking circulation work well around the facility, but boat trailers can be an issue when these are left. This is actively managed by asking people to remove their trailers. Non-motorized traffic is a problem owing to a lack of facilities for pedestrians accessing the small boat moorings.

6.3.2 Crowley Dock

The Crowley Dock is owned and managed by Crowley Fuels, LLC. (Crowley), as a fuel and cargo dock. The freeze/thaw cycle in Kotzebue Sound causes significant currents and causes ice to push up on to the docks and over the adjoining sea wall. In October 2021, Crowley finished

expanding the dock by 30 feet. Work included adding safety features and fortifying the dock against the ice and associated environmental conditions. The new dock was designed to encapsulate the old dock and provide for reasonably foreseeable future operations. Other improvements included the erection of 40-foot light poles to illuminate the ends of the dock, and the installation of ladders at three areas along the dock face to provide safe access to and from the water.

The dock provides for Kotzebue’s fuel needs, and additional fuel is brought into the City by Vitus Marine, LLC using the City’s tidelands. Almost all the freight that comes into the community crosses the Crowley Dock. At least twice each open water season, a Crowley-chartered tanker brings fuel to Kotzebue Sound and anchors approximately 10 miles offshore. Crowley operates a local tug and two 120-foot barges to meet the ship offshore, transload, and deliver the fuel from the ship to the dock. At the dock, the fuel is transferred into a 6.1-million-gallon fuel storage tank farm via a cargo header and pipeline system built into the dock⁸. From Kotzebue, fuel is then transferred to villages up the Kobuk and Noatak rivers.

In addition to the fueling operations, Alaska Marine Lines and other operators also use the dock to transfer freight during the summer months. Approximately 5,000 tons of freight is barged into Kotzebue each year and about 2,000 tons of this is transferred to surrounding villages. The freight includes semi-perishable goods, basic construction supplies, and vehicles such as cars and all-terrain vehicles. This volume does not include fuel or materials and supplies for capital projects⁹.

The only additional needs at the Crowley Dock are clearly demarcating land ownership and use to improve safety and connectivity, particularly when the dock is operational. The Crowley Dock will continue to be an important resource for the transfer of fuel and freight into the future.

6.3.3 Cape Blossom Port and Road

The Cape Blossom Road project is constructing a gravel road from Kotzebue across the Baldwin Peninsula to a beach access area near Cape Blossom. The project is being undertaken to reduce freight costs for Kotzebue and the surrounding communities. The road has been designed for commercial freight transport and recreational uses with an estimated volume of 100 vehicles per day or less. It will be a two-lane gravel road approximately 11.2 miles long, with a road surface width of 24 feet and side slopes of 3:1 or steeper. Turnouts and ramps down to the tundra will be constructed along the road near traditional trail crossings and potentially in other areas¹⁰. Construction started on the road in 2021, and additional funding has been allocated to support its completion by 2025.

Various studies have been undertaken in the last 40 years to explore the possibility of constructing a port at Cape Blossom. Cape Blossom has been explored because of its relatively deep near-shore bathymetry and its proximity to Kotzebue. In January 2019, the US Army Corps of Engineers released a Draft Integrated Feasibility Report and Environmental Assessment and Draft Finding of No Significant Impact for the Kotzebue Harbor Feasibility

⁸ <https://www.crowley.com/kotzebue-dock/> Accessed 10/31/2022.
⁹ <https://dot.alaska.gov/nreg/capeblossomroad/> Accessed 10/31/2022.
¹⁰ <https://dot.alaska.gov/nreg/capeblossomroad/> Accessed 10/31/2022.

Study Navigation Improvements at Cape Blossom¹¹. The USACE suspended a Harbor Feasibility Study in 2019, giving several options for facilities and locations of a deep-water Port at Cape Blossom. In September 2021, USACE completed a PAS Technical Report that examined possible port sites at Cape Blossom, eliminating some of them due to excessive erosion. The report identified three sites for further study.

The road and port continue to be high priority transportation needs for the City because of the high costs of freight and fuel. They are also seen as a way to respond to changes to the arctic climate as the port will be a deep-water facility and less impacted by climatic conditions.

6.4 Transit

The City does not currently provide transit services. A Transit Development Study was completed in 1981, which outlined a possible bus system with deviations between designated points and suggested fares. The Study completed a limited feasibility analysis of operational costs, and a bus barn was built (the current Public Works Department of the City) and vans were purchased, but the system was only briefly implemented.

Residents and community stakeholders have suggested a transit system would be beneficial. A feasibility study is needed to confirm whether the establishment and operation of transit services would be viable.

7.0 IMPLEMENTATION STRATEGY

The transportation planning process set forth by FHWA creates a long-term vision, goals, and objectives that are supported by a clear documentation of existing conditions, future needs and opportunities, and the creation of a long-range plan to achieve the vision, goals, and objectives. A key element of the long-range plan is the identification of key projects that will help achieve the vision for transportation through the life of the plan, temporal prioritization of the projects (short, medium, or long term), and documenting potential funding opportunities and partners to move the projects forward.

The next sections of the LRTP provide an overview of current transportation funding opportunities, which will change and evolve over the life of the plan. Transportation recommendations, including plans and projects are then identified and grouped into modes. Implementing these projects will be key to the City realizing its long-range vision for transportation in Kotzebue. Each project description provides an overview of the project need, potential funding partners, a cost estimate, and level of priority for implementation. The projects identified have been derived from a review of existing conditions and needs data, and through a series of workshops with City staff and partners. They have also been shared with members of the working group and with the public, and refinements have been made based on feedback received.

¹¹<https://www.poa.usace.army.mil/Portals/34/docs/civilworks/publicreview/kotzebueharbor/KotzebueDRAFTFREA9JAN2019.pdf?ver=2019-01-09-152051-423>. Accessed 10/31/2022.

8.0 PROJECT FUNDING OPPORTUNITIES

Transportation funding opportunities include capital funding, project funding, Denali Commission, Tribal Transportation Program (TTP) Funds, Rural Transit Programs, other funding, and maintenance and operations funding. The Northwest Alaska Transportation Plan (NWATP) provides a comprehensive summary of funding opportunities that can be leveraged to support transportation projects in Kotzebue and the greater Northwest Arctic Borough¹².

Since the NWATP was developed, the passage of the Infrastructure Investment and Jobs Act (IIJA) in November 2021 has created additional transportation funding opportunities for Alaska. In order to maximize funding directed toward transportation investment in Alaska, the Alaska Municipal League (AML) and DOT&PF have partnered to create the Alaska Transportation Funding Opportunity Hub, which connects cities, boroughs and tribes to funding opportunities for surface transportation projects. The goal is to assist in developing strong project proposals for state programs and competitive federal grant opportunities, to maximize the amount and value of funding coming into Alaska¹³.

9.0 TRANSPORTATION RECOMMENDATIONS

The following projects have the greatest need for completion over the 20-year plan horizon. Detailed project information is discussed below.

Roadway Projects

1. Cape Blossom Road
2. Municipal Road Dust Abatement / Asphalt Paving Priority Plan
3. Street Maintenance Standard Operating Procedure
4. North Shore Erosion Protection and Roadway Rehabilitation

Non-Motorized Projects

5. School Traffic Control Plan
6. Sidewalk Priority Planning, Design, Permitting, and Right-of-Way – Airport Access Road, Swan Lake Area

Marine Projects

7. Cape Blossom Port Site Development

Transit Projects

¹² <https://dot.alaska.gov/nreg/nwatp/files/nwatp-executive-summary.pdf> Accessed 10/31/2022.

¹³ <https://akfederalfunding.org/> Accessed 10/31/2022.

8. Transit Plan and Program Development

- jects
- Cape Blossom Port site – 8.3.1
 - North Sore Erosion Protection and Road Rehabilitation – 8.1.2
 - Sidewalk Priority – Airport Access, Swan Lake Area – 8.2.1
 - Transit Plan – Third & Fifth Avenues from one end of town to the other in a loop – 8.4.1



Figure 18: Transportation Recommendations

9.1 Priority List – Roadway Projects

9.1.1 Cape Blossom Road

Project Description:	This project entails the Stage II construction of the access road from Kotzebue to Cape Blossom, site of the proposed deep-water port. Stage I of the project is already in progress and will stop at Sadie Creek, 4.5 miles south of Kotzebue. Stage II will continue the road with a bridge across Sadie Creek, and then continue 6.5 miles further to Cape Blossom.
Project Need:	Completion of the road is needed to transport goods from the port to Kotzebue, to be distributed throughout the region. Transporting goods from a deep-water port at Cape Blossom will reduce transportation costs and expand opportunities for regional economic development.
Possible Funding Partners:	DOT&PF STIP
Total Cost Estimate:	\$70,000,000
Priority:	Short-Term (action within 1-5 years)

9.1.2 Municipal Road Dust Abatement/Asphalt Paving Priority Plan

Project Description:	<p>The Municipal Road Dust Abatement/Asphalt Paving Project will pave approximately 4,600 linear feet of road, perform asphalt repairs on existing paved roads, and apply dust suppression to gravel roads mitigating airborne dust-related problems in Kotzebue.</p> <p>The project will also develop a plan setting out the priority for paving remaining existing gravel roads within the City. The plan should prioritize roads based on the road’s position within the road hierarchy, level of use, adjoining land uses, and safety priority. Design associated with any prioritized projects should also consider drainage improvements.</p>
Project Need:	This project is needed to assist with programming funds to pave roads, which improves roadway safety, dust control, drainage, and maintenance. The road base in Kotzebue is predominantly constructed of sandy-silt and clay-like gravel causing dust pollution. During the summer months, airborne dust creates health and safety risks to the City’s residents.
Possible Funding Partners:	Alaska Department of Transportation and Public Facilities, Northwest Arctic Borough Regional Planning Organization
Total Cost Estimate:	\$10,000,000
Priority:	Short term (1-5 years)

9.1.3 Street Maintenance Standard Operating Procedure

Project Description:	Develop a street maintenance Standard Operating Procedure to complete the incomplete January 2012 Procedure. The procedure may address equipment inventory and training, road surface and facility maintenance procedures, road sign replacement, surface treatments, de-icing and snow removal/disposal, and access roads to utility areas including Devils/Vortac Lake, Sewage Lagoons, and the Landfill.
Project Need:	The current Standard Operating Procedure is incomplete, resulting in some street maintenance activities being conducted in an inconsistent and ad-hoc manner. A Standard Operating Procedure will outline standards for street maintenance and operations for all staff engaged by the City.
Possible Funding Partners:	N/A
Total Cost Estimate:	Can be completed by the City of Kotzebue’s Public Works Department
Priority:	Short term (1-5 years)

9.1.4 North Shore Erosion and Ice Flow Protection and Road Rehabilitation

Project Description:	Provide erosion and ice flow protection for residential and commercial areas along 3,000 linear feet of Shore Avenue, north and east of the Crowley Dock
Project Need:	Erosion and ice flow has reduced road capacity, created unsafe driving conditions, and threatened residential and commercial buildings in the project area. The design of the project includes a combination of shore protection using both rip-rap revetment structures as well as sheet pile wall. The area has historically been hit hard by Fall storms, with large waves and ice blocks reaching adjacent residences and causing damage to homes along this stretch of coastline.
Possible Funding Partners:	This project will depend on a successful grant funding application.
Total Cost Estimate:	\$21,500,000
Priority:	Medium term (5-10 years)

9.2 Priority List – Non-Motorized Projects

9.2.1 School Traffic Control Plan



Figure 19: June Nelson Elementary School and Kotzebue Middle High School

Project Description: The Safe Routes to School Guide provides for School Traffic Control Plans to accommodate the needs of all modes of transportation within the roadway for trips to and from school, including walking, bicycling, and motor vehicles. The plan considers what improvements may be needed to the roadway environment to promote safer interactions between transportation modes, including clearly marked sidewalk facilities, crosswalks, signing, and pavement markings. All of Kotzebue’s schools are clustered in one location along Third Avenue near Turf Street and are close to high traffic areas including the Department of Motor Vehicles, Chukchi Consortium Library, and the City’s public works compound. Several school traffic control systems are aged and do not work consistently or in accordance with the school calendar.

Project Need: Several existing school traffic control system features are aged and do not work consistently or in accordance with the school calendar. This project would update the School Traffic Control Plan to modernize facilities and coordinate its use with the annual school calendar.

Possible Funding Partners: Northwest Arctic Borough School District

Total Cost Estimate: \$25,000 for plan and design; construction costs TBD.

Priority: Short Term (1-5 years)

9.2.2 Sidewalk Priority Planning, Design, Permitting, and Right-of-Way– Airport Access Road, Swan Lake Area

Project Description:	Develop a plan prioritizing the extension of the sidewalk along Airport Access Road and around the Swan Lake Small Boat Harbor (Caribou Drive, Ptarmigan Way, Ted Stevens Way. The Plan should set forth the priorities for sidewalk creation and extension, to support design, permitting, and right-of-way activities.
Project Need:	This project is needed to address gaps in the existing non-motorized network, particularly in locations with higher non-motorized and traffic volumes and the potential for safety issues associated with bicycle and pedestrian conflicts.
Possible Funding Partners:	Department of Transportation and Public Facilities, Northwest Arctic Borough Regional Planning Organization
Total Cost Estimate:	Design: Construction: TBD
Priority:	Short to Medium Term, dependent on funding availability

9.3 Priority List – Marine Projects

9.3.1 Cape Blossom Port Site Development

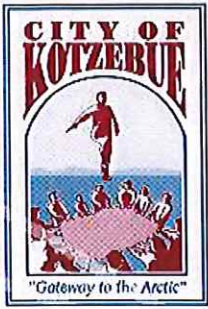
Project Description:	The development of a regional deep-water port at Cape Blossom will eliminate the expense of barge lighterage services and potentially reduce the overall cost of transporting goods and services to the Northwest Arctic Borough. This project will continue efforts with the U.S. Army Corps of Engineers to confirm the best options for the port. The City of Kotzebue will work with local stakeholders to establish a port authority and will select an engineering firm to develop the port design.
Project Need:	Kotzebue serves as a transportation hub for the Northwest Arctic Borough. Because there are no roads or railroads to Kotzebue, fuel, building supplies, and groceries all need to be transported by airplane or barge. The insufficient depth of Kotzebue Sound means shallow draft barges, or “lighterages” are required to transfer fuel and freight from fifteen miles offshore. Lower shipping rates will promote economic development within Kotzebue and the region. Meeting the needs of a larger, future population is essential to the sustainability and future growth of the Northwest Arctic Borough. Food, dry goods, fuel, building materials, and services and amenities need to remain affordable since a high cost-of-living is a hindrance to economic growth and

	jobs. The next steps in project development includes hiring a consultant, establishing a Port Authority, determining the services a port will offer, and commencing the design process.
Possible Funding Partners:	This project will depend on a successful grant funding application.
Total Cost Estimate:	\$300-500 million
Priority:	Long Term (action within 10+ years)

9.4 Priority List – Transit Projects

9.4.1 Transit Plan and Program Development

Project Description:	The City previously implemented a transit system, but operations only occurred for a limited period before ceasing. This project would complete a transit plan to explore the need for a transit system, size of the fleet, operational cost, revenue, service revenue hours, revenue miles, expenses, operating characteristics, capital expenditures and a potential operating plan. Dependent on the feasibility of developing a transit system, a transit program could be developed to progress the system toward operation.
Project Need:	<p>Planning should occur first to consider whether transit system is needed and whether operations can be sustainable on an ongoing basis, potential costs, funding opportunities, and partners.</p> <p>Dependent on the outcome of the planning and whether a transit system is a viable opportunity in Kotzebue, this project could be extended to develop a full transit program with an associated asset and operations plan.</p>
Possible Funding Partners:	Potential funding partners could include Northwest Arctic Borough, and Native Village of Kotzebue.
Total Cost Estimate:	\$30,000
Priority:	Short-term for planning (action within 1-5 years)



**CITY OF KOTZEBUE
RESOLUTION NO. 24-03**

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE
APPROVING *NUNC PRO TUNC* A CONTRACT FOR CY2024 WITH CROWLEY
FUELS, LLC”**

WHEREAS, the City of Kotzebue duly issued in the Fall of 2023 RFP No. 2023-02 for fuel delivery services for Calendar Year 2024;

WHEREAS, as has been the case for the last several years, only one (1) response was received to the RFP, to wit: from Crowley Fuels, LLC, which was opened at 2:00pm on November 3, 2023;

WHEREAS, Crowley Fuels, LLC, proposed the following prices for Calendar Year 2024: heating fuel at \$6.62 per gallon; ultra-low sulfur diesel at \$6.79 per gallon; and gasoline at \$6.6470 per gallon;

WHEREAS, Crowley Fuels, LLC, has been a good, timely provider of fuel deliveries to the City of Kotzebue in the past years; and,

WHEREAS, the Public Works Director has recommended awarding a contract to Crowley Fuels, LLC, for Calendar Year 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes *nunc pro tunc* the Mayor pursuant to KMC 2.08.020(A) to execute a contract with Crowley Fuels, LLC, on the terms and conditions as set forth in this Resolution and the documents attached hereto as Exhibit “A” and incorporated by reference herein.

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//

Resolution No. 24-03
Crowley Fuels, LLC for CY2024
Page 2 of 2

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 18th day of January, 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment: Exhibit "A" – RFP 2023-02 documents [10 pages]

CITY OF KOTZEBUE
INVITATION TO BID/REQUEST FOR PROPOSAL/
REQUEST FOR QUOTE
OPENING REPORT

PROPOSAL NUMBER/TITLE: RFP 2023-02
Crowley

DATE/TIME OPENED: Nov 3, 2023 AT 2:00 A.M./P.M.

	<u>CONTRACTOR</u>	<u>PROPOSAL AMOUNT</u>
01	<u>Heating fuel</u>	<u>\$16.62</u>
02	<u>U Hrn low Sulfur Diesel</u>	<u>\$16.79</u>
03	<u>Gasoline</u>	<u>\$6.6470</u>
04		
05		
06		
07		
08		
09		
10		

[Signature]
City Clerk

11-3-2023
Date

[Signature]
Witness



November 3, 2023

City of Kotzebue
Attn: City Clerk
258-A Third Avenue
Kotzebue, Alaska 99752
Bid Due: 2:00PM November 3, 2023

RE: Request for Proposal – RFP # 2023-02 Heating Fuel Delivery Service

City Clerk,

In response to the City of Kotzebue RFP #2023 – 02 Fuel Bid, Crowley Fuels LLC (Crowley) respectfully submits the attached proposal for your review and consideration.

Crowley began serving the people and businesses of Alaska in 1953 – 70 years and counting – and has consistently provided unique solutions to Alaska’s logistics and marine transportation and fuel distribution challenges throughout Alaska’s communities. We are one of the unquestioned leaders in the Alaska fuel industry, providing transportation, distribution, and sales of petroleum products to more than 160+ communities across the state. We have seventeen terminals strategically positioned across Alaska serving retail, commercial, construction, transportation, and aviation industries.

Crowley followed the requirements of the solicitation closely and is very familiar with the locations and fueling requirements for each property. Should Crowley be the successful bidder, a standard Fuel Supply Agreement is attached for your review and execution.

We value our relationship with the City of Kotzebue and understand the importance of safe and timely deliveries of fuel to your properties. We appreciate the opportunity to participate in the competitive bid process and look forward to serving the City of Kotzebue. If you should have questions or need any clarification to our submittal, please call Todd Tikiun, Senior Account Executive at (907) 545-0948 or via email at Todd.Tikiun@crowley.com

Respectfully,

Todd Tikiun
Senior Sales Executive, Customer Experience
Crowley Fuels, LLC

This proposal, including attachments, is confidential, proprietary, and may be subject to attorney-client privilege. This proposal is intended only for the use of the City of Kotzebue. Any dissemination, distribution or copying of this proposal is strictly prohibited.

201 Arctic Slope Ave. 907 777 5505
Anchorage, AK 99518 crowley.com/alaska

CITY OF KOTZEBUE
REQUEST FOR PROPOSAL - RFP # 2023-02
HEATING FUEL DELIVERY SERVICE
FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

The City of Kotzebue is soliciting bids for delivery of heating fuel to the City's tanks listed below:

<u>Tank Location</u>	<u>Tank Capacity</u>	<u>Fill Schedule*</u>
City Hall	1,000 gallons	weekly
Devil's Lake	2,000 gallons	yearly
Fire Training Center, in-ground	1,000 gallons	biweekly
Fire Training Center, on stand	500 gallons	weekly
Kotzebue Regional Jail Kitchen	100 gallons	biweekly
Kotzebue Regional Jail, tank A	1,000 gallons	biweekly
Kotzebue Regional Jail, tank B	1,000 gallons	biweekly
Arctic Spirits	350 gallons	biweekly
Kotzebue Police Department	1,000 gallons	biweekly
Kotzebue Youth Center	1,000 gallons	once a month
Public Works Shop	2,000 gallons	biweekly
Transit Building	500 gallons	biweekly
Water Treatment Plant	5,000 gallons	biweekly
Quonset Hut	500 gallons	weekly <u>Oct thru May</u>
	500 gallons	weekly <u>Oct thru May</u>
Baler Building	1,000 gallons	biweekly
Landfill Incinerator Building	500 gallons	on call
*Fill Schedule subject to change		
<u>Mobile Equipment Tank</u>		
Ultra Low Sulfur Diesel		weekly
Gasoline		weekly

Annual fuel usage is approximately:
Heating oil HO-HS DFI MV 85,000 gallons
ULSD ULS DFI MV 22,000 gallons
Gasoline UNL Reg 87 17,000 gallons

- Instructions to Bidders:
1. All bids shall be submitted in a sealed envelope, clearly marked "#RFP 2023-02" and delivered to the City Clerk before November 3, 2023 . Deliver to City Hall at 258-A Third Avenue, or mail to City of Kotzebue, P. O. Box 46, Kotzebue, AK, 99752. All bids will be opened at this time. Any bids not received by this date or time will be deemed non-responsive.
 2. No Email or fax transmissions will be allowed. Any bids received other than by sealed envelope prior to the deadline will be deemed non-responsive.

3. The successful bidder shall be required to sign the attached "Fuel Delivery Service Agreement", which includes provisions for insurance, within five (5) days after receiving the Notice of Award from the City. Failure to sign the agreement with five (5) days of receiving notice shall deem the bid null and void.
4. The City of Kotzebue reserves the right to reject any and all bids, to request clarification of a respondent's bid, to modify or alter any or all of the terms of the bid, and to waive any and all technicalities or informalities it deems appropriate.

Submission Requirements:

1. The City is requesting that the vendor submit a FIXED FEE rate sheet attached for fuel delivery services.
2. Vendor shall supply a draft contract with the option to be renegotiated annually with an option to renew for up to two consecutive twelve-month periods.
3. Vendor shall supply a short summary of any other cost savings plans they provide.
4. Vendor shall submit a fee schedule for any services not covered in the proposal price.


Disbursement of monies by the City of Kotzebue shall be subject to set-off pursuant to the provisions of section 3.16.110 of the Municipal Code for any accounts receivable of the general government and municipal utilities funds indebtedness due to the city from any such person, firm or corporation contracting with the City.

Sealed bids will be opened at Kotzebue City Hall, November 3, 2023 at 2:00pm. Bids not received by this date will be deemed non-responsive.

CITY OF KOTZEBUE
NON-COLLUSION CLAUSE

- 1. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto, certifies as to its own organization, that in connection with this procurement:
 - a. The prices of this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror, prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated, directly or indirectly, procurement to any other offeror or to any competitor.
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit an offer for that purpose of restricting competition.

- 2. Each person signing this offer certifies that:
 - a. He is the person in the offeror's organization responsible within that organization, for the decision as to the prices being offered, herein, and that he has not participated, and will not participate in any action contrary to 1a through 1c above.
 - b. He is not the person in the offeror's organization responsible within that organization, for the decision as to the prices being offered, herein, but that he has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in, any action contrary to 1c above, and as their agent, does hereby so certify; and he has not participated, and will not participate in any action contrary to 1a through 1c above.



 Signature of Authorized Representative
 David A. Regan

 Printed Name of Authorized Representative
 Crowley Fuels LLC

 Company Name

10/31/2023

 Date
 Vice President, Sales and Supply

 Title

CITY OF KOTZEBUE
REQUEST FOR PROPOSAL - RFP #2023-02 HEATING FUEL DELIVERY SERVICE
FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

I am authorized by my company to bid on the Heating Fuel Delivery Service to the City of Kotzebue. I agree to the terms and conditions of the "Heating Fuel Delivery Service Agreement" and bid as follows:

Item	Price Per Gallon
Heating Fuel Delivery Service Agreement	\$ <u>6.62</u>
Ultra Low Sulfur Diesel	\$ <u>6.79</u>
Gasoline	\$ <u>6.6470</u>

Crowley Fuels LLC
Company Name

201 Arctic Slope Ave
Company Address


Anchorage, AK 99518
Company Address

907-777-5569
Company Telephone

907-777-5558
Company Fax

Todd.Tikiun@crowley.com
Company e-mail Address

10/31/2023
Date


Signature of Authorized Representative

David A. Regan
Printed Name of Authorized Representative

Vice President, Sales and Supply
Title

PART I
FUEL SUPPLY AGREEMENT (COMMERCIAL)

This FUEL SUPPLY AGREEMENT ("Agreement") is entered into as of the 3rd day of November, 2023 by and between CROWLEY FUELS LLC, 201 Arctic Slope Avenue, Anchorage, Alaska 99518 ("Seller) and CITY OF KOTZEBUE, PO Box 46, Kotzebue, Alaska 99752 ("Buyer")(collectively, the "Parties" and individually, the "Party").

The Parties agree as follows:

1. **TERM:** The term of this Agreement shall be for a period of one (1) year.
 - a. Commencement Date: January 1, 2024
 - b. Expiration Date: December 31, 2024
 - c. Buyer and Seller may extend the term by mutual written agreement executed not less than thirty (30) days prior to the Expiration Date of this Agreement.
 2. **PRODUCTS AND SERVICES:** Subject to the terms of this Agreement, Seller shall sell and deliver to Buyer, and Buyer shall purchase and accept from Seller, the following Product(s) and Service(s):
 - a. Heating Fuel
 - b. Ultra Low Sulfur Diesel
 - c. Regular Unleaded Gasoline(the "Products" or "Services").
 3. **LOCATION(S):** Products or Services shall be provided in the following location(s):
 - a. Kotzebue, Alaska – various Buyer locations throughout the City (collectively, the "Location(s)").
 4. **PRICE:** Buyer agrees to pay the following fixed price for the Product(s) delivered to Buyer's locations exclusive of all applicable taxes and fees:
 - a. Heating Fuel – Fixed Price shall be \$6.62 per gallon
 - b. Ultra Low Sulfur Diesel – Fixed Price shall be \$6.79 per gallon
 - c. Regular Unleaded Gasoline – Fixed Price shall be \$6.6470 per gallon
 5. **TAXES:** Buyer shall pay all taxes and fees associated with the Products and Services. Buyer is responsible for providing documentation of tax exemption if applicable.
 6. **DELIVERY AND CALL OUT CHARGE.** Seller shall deliver the Product to tanks or other receptacles at a location specified by Buyer, or Buyer shall pick up the Product at a location specified by Seller (collectively, "Delivery"). Seller shall not be obligated to deliver, or allow pick up of, any Product outside of Seller's usual business hours or outside of Seller's standard procedures. If Buyer requests Delivery outside of Seller's usual business hours, Seller may agree, but is not required, to make such a Delivery; provided, however, that any such Delivery shall be subject to a call out charge.
 7. **QUANTITIES.** In consideration of the discounted pricing offered by Seller, Buyer agrees to purchase all requirements for the Products and Services specified herein from Seller during the Term of this Agreement.
- If Buyer fails to purchase the minimum quantities agreed upon, Seller may terminate or non-renew this Agreement by delivering written notice to Buyer.**
8. **PAYMENT TERMS.** Payment is due immediately at the time of Delivery unless Seller agrees otherwise in writing. Credit is subject to credit approval by Seller. Seller may from time-to-time review and adjust Buyer's credit and payment terms. Seller accepts ACH, wire transfers, checks and cash on its commercial accounts.

9. STANDARD TERMS AND CONDITIONS. This Agreement is subject to the terms attached in PART II STANDARD TERMS AND CONDITIONS (COMMERCIAL) which are specifically incorporated into this Agreement as though fully set forth herein. In the event of conflicting language between PART I, the main body of this Agreement, and PART II, the terms of PART I of this Agreement shall control.

10. CONFIDENTIALITY. This document, including attachments, is confidential and proprietary. This document is intended only for the use of the parties to the Agreement. Any dissemination, distribution or copying of this document for third parties is strictly prohibited.

11. MISCELLANEOUS. In the event either Party institutes a lawsuit for breach of or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all of its costs, expenses and attorneys' fees related thereto. Each Party waives to the extent permitted by law any right it may have to a trial by jury in any proceeding arising out of or relating to this Agreement. This Agreement shall be governed by the laws of Alaska and shall have exclusive venue in Anchorage.

By executing this Agreement, Buyer acknowledges having read this Agreement in its entirety and fully agrees to all terms and conditions set forth herein. This Agreement is effective on the date first shown above.

SELLER:

CROWLEY FUELS LLC

BUYER:

CITY OF KOTZEBUE



By: David A. Regan

Its: Vice President, Sales and Supply



By: Samma Chase

Its: Mayor

PART II
STANDARD TERMS AND CONDITIONS (COMMERCIAL)

Quality and Quantity

- (a) Bulk quantity shall be determined by gauging the Product in the tanks to or from which delivery or pick up ("Delivery") is made, both immediately before and immediately after Delivery, and converting the gauges to volume. Alternately, certified meters may be used where such meters are available. All volume measurements shall be adjusted to 60 degrees F using the Volume Correction Factors prescribed under ASTM D 1250 in its latest version for the Product. If meters are used, built-in temperature compensators may be employed.
- (b) Any claims for shortage in quantity or defects in quality of the Product must be made by written notice to Seller within 30 days after Delivery; otherwise any such claim shall be deemed to have been waived.
- (c) The quality of the Product shall be usual production quality being sold by Seller or Seller's supplier at the time and place of Delivery. The quality of the Product shall be strictly maintained by Buyer and/or its dealer ("Buyer"), and shall not be adulterated, commingled, or blended with any other products or substances in any manner.
- (d) SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF WHATEVER KIND ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION EXTRA EXPENSE, LOSS OF PROFITS, LOSS OF USE OF PRODUCT, DELAY OR DAMAGES CONSEQUENTIAL UPON LOSS OF USE WHETHER RESULTING FROM NEGLIGENCE OR BREACH OF THIS CONTRACT BY SELLER AND EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS OR WAS FORESEEABLE BY SELLER.
- (e) Buyer represents that it is familiar with the Product and the characteristics thereof, and subject to section 1(d) herein, assumes all risks whatsoever resulting from Buyer's (or its customers) handling, storage, sales, transportation, use, misuse or disposal of the Product, whether used singly or in combination with other substances or in any process, including but not limited to, liability for environmental violations and employee or consumer health or safety, and Buyer shall indemnify, defend and hold harmless Seller from and against any and all liability occurring or arising therefrom. Buyer agrees that all Product shall be clearly identified, correctly labeled, and resold under their proper grades.
- (f) Disclaimer: Due to uncertainties in the long-term supply situation, Seller may not have sufficient supplies of one or more of the fuels covered by this Agreement to meet full requirements. In the case of partial or total interruption of supply, Seller may allocate deliveries on any basis which in Seller's sole and absolute discretion is fair and reasonable, allowing for such priorities as Seller deems appropriate.

2. Purchase Price and Payment

Buyer agrees to pay Seller the purchase price of the Product immediately upon Delivery, without deduction, setoffs or counterclaims of any kind. Any claims of Buyer against Seller with respect to the Product shall be considered separately from payment of the purchase price. In the event payment is not made on time, time being of the essence in this regard, Buyer shall pay Seller daily interest on the late payment at the rate of 1.5% per month or at the maximum rate permitted by law. Unless and until all payments due under this Agreement have been paid to Seller, Seller shall have no obligation to deliver to Buyer, or allow pick by Buyer of, additional Product, unless Buyer pays for said Product C.O.D. in cash or certified funds.

3. Title and Risk of Loss

Title to and risk of loss for the Product passes from Seller to Buyer at the time and place of Delivery.

4. Delivery

- (a) Delivery occurs when the Product passes from Seller's delivery line into the receiving connection of Buyer's tank or other receptacle (collectively, "Tanks"), Buyer picks up the Product, or the Product is otherwise placed in possession of Buyer or its representatives.
- (b) All Product shall be delivered to Buyer's ship-to or delivery location or picked up by Buyer at Seller's rack or refinery rack. Buyer shall exercise the highest degree of care to avoid any spillage of Product or any injury or harm to any third person or to property. At all times during Delivery or when services are being furnished, an employee or agent of Buyer shall be in charge, custody and control of any Tank of Buyer's being delivered to or serviced by Seller, and Seller shall at no time be considered a bailee of or as having care, custody or control of such Tanks. Buyer shall have qualified personnel or representatives on hand to accept and sign for Delivery.
- (c) It is Buyer's responsibility at all times to ensure that its Tanks have sufficient Product in them for any purpose for which the Buyer uses them or requires the Product, and Seller shall have no liability or responsibility for any claims, damages, or injury whatsoever arising out of or resulting from insufficient Product in any of Buyer's Tanks.

5. Taxes, Tariffs and Fees

All taxes, tariffs and fees, now or hereafter imposed by federal, state, local or foreign governments and regulatory authorities, in respect to or measured by the Product delivered hereunder or the manufacture, importation, storage, delivery, transfer, pipeline throughput, receipt, exchange, measurement or inspection thereof, shall be for the sole account of the Buyer. Buyer shall reimburse Seller upon receipt of invoice for any such taxes or fees legally required to be paid and paid by Seller in respect of the Product delivered by Seller to Buyer.

6. Exceptions

No delay or failure by either party to carry out or to observe any of the terms, provisions or conditions of this Agreement shall be deemed to be a breach of this Agreement if such failure or omission shall be excused by law or if the same shall be caused by or arise out of an event not in the control of Seller including but not limited to war, hostilities, acts of the public enemy or of belligerents, sabotage, blockage, revolution, insurrection, riot or disorder, arrest or restraint of princes, rulers or peoples, expropriation, requisition, confiscation or nationalization, embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act under some constitution, decree, law or otherwise, act of God, fire, frost or ice, earthquake,

storm, lightning, tide, tidal wave or perils of the sea, accidents of navigation or breakdown or injury of vessels, loss of tanker tonnage due to sinking by belligerents or to governmental taking, whether or not by formal requisition, accidents to or closing of harbors, docks, canals, channels or other assistances to or adjuncts of shipping or navigation, epidemic, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances, explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery or other facilities, unavailability of Product or materials or equipment, or any event, matter or thing wherever occurring and whether or not of the same class or kind as those above set forth.

7. Breach

Damages for breach of this Agreement shall include all provable damages, and all costs of suit and attorney fees incurred in any action or arbitration proceeding hereunder.

8. Indemnity

Buyer shall indemnify, defend, and hold harmless Seller, its officers, employees, and agents from and against any claim and/or liability of any kind whatsoever for any injury to or death of any person, or any damage to or destruction of, loss of or delay in delivery of, any property of any person, or any property of Buyer, arising out of or resulting from (a) breach of this Agreement by Buyer, (b) Buyer's negligence or willful misconduct, (c) Buyer's handling, storage, sales, transportation, use, misuse or disposal of the product purchased hereunder, including but not limited to, liability for environmental violations and employee or consumer health or safety, and (d) the furnishing of services by Seller pursuant to this Agreement; provided, however, that the foregoing Indemnification shall not apply to any such claim or liability resulting from the gross negligence or willful misconduct of Seller, its officers, agents or employees. Furthermore, Buyer waives any and all rights of subrogation it may have now or hereafter arising out of any claim, dispute or proceeding related to this Agreement. This clause shall survive the term of this Agreement.

9. Pollution Prevention and Responsibility

In the event a spill, escape or discharge of oil or other product occurs during Delivery and causes or threatens to cause pollution damage ("Spill"), Buyer and Seller shall promptly take whatever measures are necessary to prevent or mitigate such damage. Any and all costs or expenses incurred as a result of any measures so taken shall be at the expense of the spilling party. The spilling party shall be responsible to indemnify, defend and hold harmless the other party from any and all claims, costs, expenses, cleanup costs, fines, losses, penalties, damages or other liability incurred by the other party as a result of the Spill. This duty to indemnify, defend, and hold harmless shall be owed to Seller without regard to the negligence or fault of Seller, except to the extent the negligence or other fault of Seller is a proximate cause of the Spill, in which case Seller shall be responsible only for reasonable costs and expenses attributable to that portion of the Spill.

10. Termination

Seller may terminate this Agreement immediately for any of the following reasons: (a) Buyer's failure to comply with any material provision of the Agreement including, but not limited to, Buyer's failure to pay to Seller all sums due; (b) Buyer's bankruptcy or insolvency, Buyer's fraud or criminal conduct related to the operation of Buyer's business, or Buyer's conviction of any felony involving moral turpitude; (c) Buyer's willful adulteration, mislabeling, or misbranding of motor fuels; (d) Buyer's knowing failure to comply with any laws relevant to the operation of Buyer's business; (e) Seller decides to withdraw from marketing of the Product in the area; or (f) any other ground for which termination is otherwise allowed by law or which Seller, in its sole discretion, determines is reasonable under the circumstances.

11. Miscellaneous

- (a) Construction: No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. This agreement cannot be modified in any way except in writing signed by the parties.
- (b) Definitions: As used in this Agreement, "gallon" shall mean a U.S. standard gallon of 231 cubic inches at 60 degrees Fahrenheit.
- (c) Assignment: Buyer may not assign this Agreement in whole or in part nor may it cause any or all of its obligations hereunder to be performed by others, without the prior written consent of Seller.
- (d) Performance and Waivers: Any waiver by either party of strict performance with regard to any of the terms, conditions or provisions of this Agreement must be in writing, executed by such party to be effective, and such waiver shall not be deemed a waiver of such party's rights to insist upon strict performance of all portions of this Agreement not waived, and strict performance thereafter of provisions presently waived.
- (e) Governing Law: This agreement shall be governed by the laws of the State of Alaska and shall have exclusive venue in Anchorage. The non-prevailing party agrees to pay the prevailing party's commercially reasonable legal fees.
- (f) Change in Law: Seller may, in the event of statutory or regulatory changes, administrative or judicial action, add a fee for the term of this Agreement to address the additional cost of doing business.
- (g) Entire Agreement: These terms and conditions, and any attachments hereto or referred to specifically herein constitute the entire agreement between the parties with respect to the subject matter hereof and all prior written and oral agreements with respect to the sale of the Product are superseded by and fully integrated into this Agreement. Seller's acceptance of the transaction represented by this Agreement is limited to the terms and conditions hereof. Any written confirmation of this Agreement, or of any oral understanding upon which the sales confirmation is based, containing proposals or terms additional to or different from those set forth herein are not binding on Seller unless Seller expressly agrees to any such proposal or term in writing. Buyer's performance of any of its obligations hereunder shall constitute acceptance by Buyer of this Agreement and all of its terms and conditions.
- (h) Conflicting Language: In the event of conflicting language between Part I Fuel Supply Agreement (Commercial) and Part II Standard Terms & Conditions (Commercial), the wording of Part I shall control.



**CITY OF KOTZEBUE
RESOLUTION NO. 24-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE ALASKA MARINE LINES (“AML”) TRANSPORTATION AGREEMENT FOR CY2024.

WHEREAS, the City of Kotzebue (“City”) has used Alaska Marine Lines (“AML”) for many years for its barge needs;

WHEREAS, the City spent \$111,464.29 in CY2023 with AML;

WHEREAS, the City needs to continue using AML barging services for CY2024; and,

WHEREAS, AML requires a Transportation Agreement for CY2024 as set forth in Exhibit “A” to use its 2024 Sailing Schedule to Western Alaska as set forth in Exhibit “B” attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue accepts the AML Transportation Agreement for CY 2024 and authorizes the City Manager or her designee to sign the AML Transportation Agreement for CY2024 hereto as Exhibit “A”.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 18th day of January 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachments: AML CY 2024 Transportation Agreement [4 pages]
AML 2024 Sailing Schedule to Western Alaska [1 page]



ALASKA MARINE LINES, INC.
5615 W. Marginal Way S.W.
Seattle, WA 98124
(800) 950-4265

TRANSPORTATION AGREEMENT (MOTOR-WATER CARRIER) 2024-194

- Basic Agreement:** Alaska Marine Lines, Inc. (Carrier) and City of Kotzebue (Shipper) agree to the rates and terms of service set forth on Exhibit(s) A and B hereto, and pursuant to 49 U.S.C. § 14101 (b) expressly waive any other rates and terms of service (including rights and remedies) which may be to the contrary.
- Authority:** The individual executing this agreement for Shipper represents and warrants that he/she is authorized to execute this agreement for Shipper as well as the owner, consignee and all other persons/entities claiming by, through or with respect to the goods.
- Governing Law:** This agreement shall be governed by the general maritime law of the United States to the extent applicable and otherwise by the laws of the state of Washington. The parties submit to the exclusive jurisdiction of the U.S. District Court located in Seattle, Washington with respect to any litigation arising out of this agreement, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.
- Execution:** This agreement is not effective unless it is signed by both parties. This agreement may be executed in counterparts; either by facsimile or original signature, with each counterpart deemed an original and all counterparts constituting the same agreement whether or not the signatures of both parties appear on any single counterpart.
- Integration:** Exhibit(s) A and B as well as Carrier's Surface Transportation Board tariff (available at www.lynden.com/aml/100terms.htm) and the bill of lading published therein, which shall be deemed to have been issued, are fully incorporated into this agreement by reference; in the event of any conflict, the terms and conditions of this agreement and Exhibit(s) A and B shall prevail over those of Carrier's tariff or bill of lading. This constitutes the entire agreement between the parties, and shall supersede all previous and contemporaneous communications or agreements whether oral or written. No modification of this agreement shall be effective unless signed by both parties.
- Assignment:** Neither party may assign this Contract, or any right hereunder, without the consent of the other party. Such consent may be withheld at the sole discretion of the non-assigning party.
- Method of Payment:** The rates and terms of service contained herein are specifically negotiated to include payment by ACH, wire transfer or check only. Credit card payment will not be accepted. When shipper requires that Carrier utilize a third party payment service for billing or collecting payment, Carrier will bill and Shipper will pay any and all fees as well as the charges for Carrier's data entry services as listed in AKMR 100A Item 895. Unless otherwise specified in this agreement, credit terms are as published in AKMR 100A item 720.
- Confidentiality:** Parties agree that the rates and terms agreed to in this contract are confidential and shall not be divulged to outside parties.
- Electronic Storage:** The parties intend to allow for the electronic imaging and storage of this agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this agreement because of the fact that such image was stored or handled in electronic form.

Dated this 4th of January 2024

Carrier:

ALASKA MARINE LINES, INC.

Shipper:

City of Kotzebue

Authorized Signature

Margretta Grace - Director of Pricing

Printed Name and Title

Authorized Signature

Tessa Baldwin - City Manager

Printed Name and Title



ALASKA MARINE LINES, INC.
 5615 W. Marginal Way S.W.
 Seattle, WA 98124
 (800) 950-4265

TRANSPORTATION AGREEMENT 2024-194, ATTACHMENT A
Rates and terms of service

ACCOUNT: City of Kotzebue

PORT OF LOADING: SEA/ANC

PORT OF DISCHARGE:

KOZ

COMMODITY	RATE
BEER & WINE	
LCL	49.57
LCL (Min. 10,000 Lbs.)	39.30
20' Shipper Load & Count Container (Min. 40,000 lbs)	29.09
LIQUOR	
LCL	49.57
LCL (Min. 10,000 Lbs.)	39.30
20' Shipper Load & Count Container (Min. 40,000 lbs)	29.09

AGREEMENT TERMS

- NOTE 1. APPLICATION OF RATES. Unless otherwise specified, rates are in dollars and cents per one hundred pounds (cwt), subject to minimum weight as shown.
- NOTE 2. CONSOLIDATION. Except as otherwise specified in this Agreement, rates do not include consolidation services. Upon request, consolidation can be provided as follows:
- | | | |
|----------------|------------------|-----------------|
| <u>EQ Size</u> | <u>Container</u> | <u>Platform</u> |
| 20' | \$373.00 | \$542.00 |
- Rates are subject to an additional per bill of lading charge of \$35 for non-hazardous cargo and \$80 for hazardous cargo.
- NOTE 3. FUEL SURCHARGE. Rates are subject to the Ocean (FSC) and Inland (IFSC) Fuel Surcharges in effect in Carrier's Surface Transportation Board tariff on date of shipment.
- NOTE 4. GENERAL RATE INCREASE. Except as otherwise noted, the rates and charges agreed to in this contract shall be protected from any General Rate Increase for the duration of the contract term.
- NOTE 5. GOODS NOT COVERED. Please contact your salesperson for a quote on commodities and/or ports not shown in this Agreement.
- NOTE 6. LOSS/DAMAGE TO GOODS. Carrier's liability shall be limited as outlined in Alaska Marine Lines' STB AKMR RULES TARIFF 100, series (available online at www.lynden.com); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.
- NOTE 7. PACKAGING. Material must be packaged in accordance with Carrier's packaging specifications. Carrier's packaging specifications are required for Carrier handling purposes only, and do not warrant protection of the product from damage due to insufficient packaging or the inherent nature of the product. Shipper is required to package sufficiently to protect cargo for open ocean transport on the deck of Carrier's marine equipment
- NOTE 8. PAYMENT. Subject to approval of credit, full payment must be made within 30 days from the date of the Carrier's invoice, unless other arrangements have been made.
- NOTE 9. SCOPE of SERVICE. Rates are dock to dock only. Upon request, Carrier will provide trucking services as per charges listed in Carrier's applicable tariff(s).
- NOTE 10. TERM. The term begins on January 1, 2024 and terminates October 31, 2024.
- NOTE 11. TRANSFER of LADING. Rates denoted with (T) include transfer of lading only for cargo suitable for direct transfer to or from Carrier's equipment by forklift. Shipments requiring sorting, segregation, banding or unitizing shall be subject to charges set forth in Carrier's tariff. Carrier will transfer cargo in a manner which will utilize equipment weight and volume capacity in a reasonably efficient manner, but will not be responsible for the inability to meet any specified weight expectations per container or platform. Transfer for all other cargo will be rated as follows; rates are per piece of equipment and are not subject to fuel surcharge.

TRANSPORTATION AGREEMENT 2024-194, ATTACHMENT A

Rates and terms of service

AGREEMENT TERMS

<u>EQ size</u>	<u>Container</u>	<u>Platform</u>
20'	\$291.00	\$425.00

NOTE 12. VOLUME. Shipper agrees that the rates, terms and conditions set forth in this agreement are predicated upon shipping one hundred percent (100%) of its barge cargo with Carrier.

NOTE 13. WHARFAGE and HANDLING. Except as otherwise provided, rates include Alaska wharfage and handling charges. Provided, any increase in expense implemented by an Alaska port authority and levied against certain cargoes after the beginning term of this Agreement shall be passed onto Shipper as an additional charge.



ALASKA MARINE LINES, INC.
 5615 W. Marginal Way S.W.
 Seattle, WA 98124
 (800) 950-4265

TRANSPORTATION AGREEMENT 2024-194, ATTACHMENT B
Rates and terms of service

ACCOUNT: City of Kotzebue

Equipment Demurrage Rates

Carrier's equipment must be empty and returned to Carrier within the allotted free days, including Saturdays, Sundays and holidays.

Ports:	Containers & Platforms	Chassis
Bethel, Dillingham, Kotzebue, Naknek & Nome:	30 days	48 hours
All other Western Alaska ports:	45 days	48 hours
Seattle:	10 days	10 days

Free time begins on the first 7:00 AM after barge arrival at the destination port.

Demurrage charges for detained equipment will be charged according to the charges named below and shall accrue continuously until the equipment is returned. Following the initial removal of the equipment from Carrier's possession, the Consignee and Bill-To-Party shall be jointly and severally liable and responsible for maintaining the possession and condition of the equipment until returned to Carrier. Rates are for equipment use only and do not provide for storage at Carrier's terminals.

Type	Length	Type	Rate per Day
Container	20'	Dry	\$9.00
	24'	Dry	\$11.00
	40'	Dry	\$12.00
	20'	Half-high	\$27.00
	20'	Reefer	\$42.00
	40'	Reefer	\$42.00
Platform / Post Platform	20'	Platform	\$9.00
	24'	Platform	\$9.00
	40'	Platform	\$12.00
Tank	20'	ISO/IMO Tank	\$53.00
	20'	Bulk Pneumatic	\$53.00
Chassis	20', 24', 40'	2, 3 Axle	\$16.00
	20', 24', 40'	4 Axle	\$32.00
	20', 24', 40'	5 Axle	\$46.00



2024 SAILING SCHEDULE TO WESTERN ALASKA

From Seattle and Anchorage

VOYAGES	W4001	W4002	W4003A	W4003B	W4004	W4005	W4006	W4007A	W4007B ARCTIC	W4008A	W4008B	W4009
Seattle Deadline	Mar 25	Apr 1	Apr 22	May 6	Apr 29 <small>Fishermen's LCL gear deadline Apr 26</small>	May 20	June 3	June 17	June 24	July 22	July 29	Sep 3 <small>Tuesday due to holiday</small>
Seattle Departure	Mar 29	Apr 5	Apr 26	May 10	May 3	May 24	June 7	June 21	June 29	July 26	Aug 2	Sep 6
Anchorage Deadline	No service from Anchorage	Apr 11	May 2	May 16	No service from Anchorage (see W4003B)	May 30	June 13	June 27	July 3 <small>Wednesday due to holiday</small>	Aug 1	Aug 8	Sep 12
SEATTLE TERMINAL 6110 W Marginal Way SW Seattle, WA 98106	Dillingham (f) Naknek (f) <small>(f) Freeze cargo and herring supplies are priority</small>	Dillingham Dutch Harbor Naknek	Bethel Dutch Harbor	Dillingham (a) Dutch Harbor Naknek (a) <small>(a) Services from Anchorage only</small>	Dillingham Naknek	Bethel Dillingham Dutch Harbor Naknek	Bethel Dillingham Dutch Harbor Naknek Nome	Bethel Dillingham Dutch Harbor Naknek	Nome	Kotzebue Naknek Nome	Bethel Dillingham	Bethel Dillingham Dutch Harbor Naknek Nome
ANCHORAGE 660 Western Drive Anchorage, AK 99501 phone: (907) 770-4053 fax: (907) 272-9152	Bristol Bay Villages (f)	Bristol Bay Villages	Coastal Villages Kuskokwim Villages A, B, C, D	Bristol Bay Villages (f)	Bristol Bay Villages	Bristol Bay Villages	Bristol Bay Villages	Bristol Bay Villages Kuskokwim Villages A, C, D	Arctic Villages Norton Sound Villages B	Norton Sound Villages A Lower Yukon River Villages	Coastal Villages Kuskokwim Villages A, B	
BETHEL phone: (907) 543-4649												
NAKNEK/DILLINGHAM phone: (907) 246-6667												
NOME/NOTZEBUE phone: (907) 443-5738												

PORTS OF CALL

Dutch Harbor Schedule		Arctic Villages		Bristol Bay Villages		Coastal Villages		Kotzebue Sound Villages		Kuskokwim River Villages			Norton Sound Villages		Lower Yukon River Villages	
Seattle Cutoff	Seattle Departure	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports	Ports
D4004	May 13	Kodiak, Dutch Harbor	Barrow Kaktovik	Big Creek Egegik Ekuik	Mertarvik Nightmute Platinum Quinhagak	Buckland Deering Kiana Kivalina	Aktachak Aklak Aniak Kaiskog Kwethluk	Napakiak Napaskiak Oscarville	Chuatthaluk Crooked Creek Napaimuit Red Devil Sleetmute Story River <small>*LCL freight is not accepted for these ports; cargo can be taken to Bethel</small>	Brevig Mission Elim Golovin Koyuk Shaktolik St. Michael Stebbins Tin City Unalakleet	Alakanuk Emmonak Kotlik Mountain Village Numam Iqua Pilot Station St. Mary's					
D4005	June 21	Kodiak, Dutch Harbor	Point Hope Point Lay	South Naknek/ Trident Dock Togiak Village	Scammon Bay Toksook Bay Tuntutuliak Tununak	Noorvik Solawik Shishmaref										
D4006	Aug 7	Kodiak, Dutch Harbor	Prudhoe Bay Wainwright		Kongiganak Kipnuk Kwigillingok Mekoryuk											
D4007	Sep 9	Kodiak, Dutch Harbor														

Project freight for communities not scheduled will be considered on an inducement basis. Village service is subject to water level and freight volume considerations.
Please visit our website at www.shipam.com for the latest updates

Section X, Item F.

LYNDE
The Lynden Family of Companies

For more information and booking: (800) 426-3113 or (206) 763-3000 | cswakhi@lynden.com | www.shipam.com

Exhibit B Resolution 24-04 January 18, 2024 RCCM
Page 1 of 1



**CITY OF KOTZEBUE
RESOLUTION NO. 24-05**

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING PURCHASE ORDER # PW24-001 FOR A VAUGHAN S4S-096 SUBMERSIBLE CHOPPER PUMP 20HP IN THE AMOUNT OF FIFTY-NINE THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND NO CENTS (\$59,407.00) FROM DELTA p PUMP & EQUIPMENT, EAGLE RIVER, ALASKA.”

WHEREAS, the Public Works Department is in need of a submersible chopper pump before spring break-up for the lift station behind the post office;

WHEREAS, the only Alaska vendor for this type pump is Delta p Pump & Equipment in Eagle River, Alaska which has provided a quote FOB Kotzebue for this pump of \$59,407.00 as set forth in Exhibit “A” attached hereto;

WHEREAS, a Purchase Order has been prepared for this pump purchase as set forth in Exhibit “B” attached hereto;

WHEREAS, the Kotzebue Municipal Code 3.16.10(B) requires City Council approval of a purchase of this amount and from such a sole source; and,

WHEREAS, the Account Number for this amount is Capital Purchases 601-30-54600.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue, authorizes the City Manager or her designee to execute Purchase Order PW24-001 attached hereto as Exhibit “B” in the amount of \$59,407.00.

//
//
//

Resolution No. 24-05
Pump Purchase from Delta p Pump and Equipment
Page 2 of 2


PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 18th day of January, 2024.

CITY OF KOTZEBUE



Saima Chase, Mayor



ATTEST:


Rosie Hensley, City Clerk

Attachment: Exhibit "A" – Delta p Pump & Equipment Quote [2 pages]
 Exhibit "B" – City of Kotzebue Purchase Order PW24-001 [1 page]



DELTA P PUMP & EQUIPMENT
 a Beckwith/Kuffel company

Emergency Service
 24 Hours a Day
 365 Days a Year

Quote Number: B23-06654-353-A

Quote Date: 10/18/2023	Customer ID: B: COK9 S: COK9	Cust.Reference: LS#4	Territory: DP-ANC
Customer Contact: Russ Ferguson		Cust. Phone / Fax P: 907-442- F:	Exemption: Cert#: AK 23-012 Exp: 12/31/2023
Customer Email: rferguson@kolzebue.org			
Payment Terms: NET 30			

Sell To: CITY OF KOTZEBUE - WWTP
 Russ Ferguson
 258A THIRD AVENUE
 KOTZEBUE, AK 99752
 USA

Ship To: CITY OF KOTZEBUE - WWTP
 258A THIRD AVE
 KOTZEBUE, AK 99752
 USA

Ship Date: 23-26 WEEKS ARO

FOB: FACTORY
 Freight Terms: PREPAY & ADD

Line No.	Number	Description	Qty	Unit Price	Total Price
10000	ZZ-23-01942	VAUGHAN S4S-096 SUBM CHOPPER PUMP 20HP 208/3/60 XP VAUGHAN S4S-096 SUBMERSIBLE CHOPPER PUMP CONSISTING OF: CASING: CAST DUCTILE IRON W/ 4" ANSI CL 125 DISCHARGE FLANGE IMPELLER, CUTTER BAR, CUTTER NUT, UPPER CUTTER: CAST STEEL RC60 MECHANICAL SEAL: SIC/SIC/IT CATRIDGE TYPE, DI GLAND, SS SLEEVE ELASTOMERS: BUNA N BEARINGS: OIL BATH LUBRICATED, 100,000 L-10 BEARING HOUSING: CAST DUCTILE IRON WITH PILOTED MOTOR MOUNT SHAFT: HEAT TREATED STEEL DRIVE: 20HP 1750RPM 208/3/60 1.15SF XP (C1, D1, GROUP C&D) W/ 50' CABLE PUMP FINISH: TNEMEC PERMA-SHIELD PL SERIES 431 EPOXY WITH 4" ADAPTER GUIDE BRACKET PUMP PERFORMANCE: 620 GPM @ 61' TDH APPLICATION: MUNICIPAL LIFT STATION	2	24,940.00	49,880.00
20000	VPMR	VAUGHAN MOISTURE / TEMPERATURE RELAY	2	590.00	1,180.00
30000	SHIPPING	SHIPPING TO KOTZEBUE AK	1	8,347.00	8,347.00

Comments:

Subtotal:	59,407.00
Est. Tax (0.00%):	0.00
Shipping & Handling:	See Terms
Total - Check/Cash:	59,407.00
Total - Credit Card:	61,248.62

Payment Schedule (Cash/Check):	Payment 1 14,851.75	Payment 2 20,792.45	Payment 3 Remainder
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Equipment Financing available upon request.

Submitted by: Dena Kelley Accepted by: _____

Website: www.dellappump.co Phone: 907-694-7583 Fax: 907-694-7584 Email: dkelley@b-k.com

For complete Terms & Conditions, see: <https://www.b-k.com/terms>

Terms and Conditions of Sale: This transaction will be governed only by Beckwith & Kuffel (B&K) Terms and Conditions of Sale, form BK-531-R18. Those terms and conditions are found at <https://www.b-k.com/terms>. Customer accepts these terms and conditions by signing and returning B&K's quote, by sending a purchase order in response to the quote, by instructing B&K to ship the product, or otherwise proceeding with this transaction. B&K objects to any additional or other terms and does not agree to be bound by them.

Limitations of Liability: In no event will B&K be liable for any consequential, indirect, special, incidental, or exemplary damages, including but not limited to any loss of use or under-utilization of labor or facilities, loss of revenue or anticipated profits, and cost of procurement of substitute goods.

Credit Approval: Subject to Beckwith & Kuffel Credit Department approval.

Payment Terms: Under \$50,000 Due based on specified terms from date of shipment.
Over \$50,000 Progress Payment shall apply to all orders over \$50,000 as follows unless specified on the body of the sales quote.
25% of Total Due upon order acceptance by B&K
35% of Total Due upon Release to Manufacture or Submittal / Drawing Approval
Remainder Due based on specified terms after date of shipment

Finance Charge: A carrying charge of 1.5% per month will apply to all amounts past due over 30 days.

Credit Card Sales: An additional 3.1% fee will be charged for all credit/purchase card payments to cover additional transaction costs.

Sales Tax: Washington State Sales Tax (WSST) may apply to this order.

- A. **Customers located in Washington State:** must pay Washington State Sales Tax (WSST) on all orders delivered or picked up within Washington State unless B&K has in its possession an accurate and current resale or exemption tax certificate on file for your company. If you have a certificate on file with B&K please advise if tax is to be applied or not at the time of order.
 - a. If no certificate is on file at B&K and this purchase IS NOT subject to WSST, then an applicable certificate is required with your order or WSST is required to be charged.
 - b. Sales Tax Exemption Certificate Information for your company currently on file as follows:
 - i. Certificate #:
 - ii. Exemption Through:
- B. **Customers located in the State of Oregon:** must obtain a corporate nonresident permit from the Washington State Department of Revenue in order to purchase goods in Washington State to not legally be required to pay WSST.
- C. **Customers located outside the States of Washington and Oregon:** **DO NOT PAY** WSST on items purchased provided the goods are delivered out of state. However, various nexus agreements between the states may require collection of local sales tax for drop shipped items. If the goods are picked up by or delivered to the customer in Washington State, then state law (WAC 458-20-193) requires WSST to be paid unless the company provides a certificate as described in A above.

Duration: Valid for 30 days from the date of the Quotation.

Warranty: Manufacturer's Standard Warranty will apply.

FOB Point: Factory, unless otherwise specified in the quotation.

Shipping & Handling Charges: Charges will be added for packaging, crating, and/or export boxing requirements as required by the shipping company or other entity.

Inbound: Inbound Shipping & Handling will be billed as a separate item on an invoice.
Outbound: Outbound Shipping & Handling will be Prepaid and Added to the invoice, unless otherwise specified.

Remittance Advice: Beckwith & Kuffel, Inc.
PO Box 94589
Seattle, WA 98124-6889

For complete Terms and Conditions, see: <https://www.b-k.com/terms>

PURCHASE ORDER

City of Kotzebue
(907) 442-3401

Delta p. Pump & Equipment P.O. Box 771452 Eagle River, Alaska 99577 Ph: 907 894-7583	City of Kotzebue P.O. Box 46 Kotzebue, AK 99752 ATTN: Charlie Gallagher
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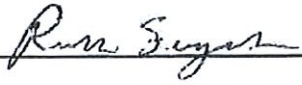
VENDOR #	PURCHASE ORDER #	REQUISITION BY:	P.O. DATE	SHIP FREIGHT COLLECT VIA	TERMS
	PW24-001	Charlie Gallagher	1/2/2024	Best Way	

PART #	DESCRIPTION	ORDERED	RECEIVED	UNIT PRICE	AMOUNT
1	Quote B23-06654-353-A 10/18/2023	1		\$59,407.00	59,407.00
				TOTAL	\$ 59,407.00

ACCOUNT NUMBER	AMOUNT
601-30-54600 Capital Purchases	59,407.00

- INSTRUCTIONS TO VENDORS**
1. Purchase order number must appear on invoice and shipping labels.
 2. An Individual invoice must be rendered for each purchase order; No consolidated statement will be paid.
 3. Invoices cannot be process without purchase order.
 4. Terms: 30 days after receipt of completed order unless otherwise speclified.

Disbursement of monies by the City of Kotzebue hereunder Shall be subject to the COK Code of ordinances.

AUTHORIZED SIGNITURE: 
FINANCE APPROVAL: _____
OVER \$5,000 APPROVAL - CITY MANAGER: _____

VENDOR ACCOUNTING/FINANCE CITY DEPARTMENT PURCHASING/RECEIVING



**CITY OF KOTZEBUE
RESOLUTION NO. 23-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE
ESTABLISHING A SEVEN-MEMBER PARKS AND RECREATION ADVISORY
COMMITTEE ("PRAC").**

- WHEREAS,** recreational opportunities for adults and children in Kotzebue is an important service provided by the City of Kotzebue;
- WHEREAS,** to assist the City Council and the Parks and Recreation Director in this important endeavor there is established a Parks and Recreation Advisory Committee ("PRAC") composed of seven (7) members who are residents of the City of Kotzebue and serve three-year staggered terms and are nominated by the Mayor, confirmed by the City Council and serve at the pleasure of the City Council. The PRAC will report to the Director of Parks and Recreation. Members of the PRAC shall receive a stipend for attendance at each quarterly meeting in the same amount set for members of the Local Beverage Control Board/Local Regulatory Authority;
- WHEREAS,** the PRAC will meet on a quarterly basis to, *inter alia*, advise the City Council and the Parks & Recreation Department on all aspects of recreation in our community, including parks, youth services, recreational sports, events, and facility maintenance and utilization. Furthermore, the PRAC will assess, advise, assist, and provide feedback to the Parks and Recreation Director on continuing operations and future projects, programs, and facilities. The PRAC may also propose ordinances, regulations, or policies to regulate Parks and Recreation activities within the city to the City Council for consideration. The PRAC shall also provide input to the City Council on the annual budget for the operation of City parks and recreational facilities and recreational events and projects; and,
- WHEREAS,** the PRAC shall meet at 5:15pm on the first Thursday of the month on a quarterly basis (unless noticed otherwise) in the City Council Chambers, 258A Mission Street.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue hereby establishes the Parks and Recreation Advisory Committee as set out herein.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 14th day of December, 2023.

CITY OF KOTZEBUE



~~Saina Chase, Mayor~~
Derek Haviland-Lie Vice Mayor

ATTEST:



Rosie Hensley, City Clerk



Ron Johnson

From: Chloe Belflower
Sent: Monday, January 8, 2024 2:40 PM
To: Parks & Recreation
Subject: Advisory Committee-Letter Of Interest

To Whom it may concern,

I would like to submit my letter of interest to be on the Parks and Recreation Advisory Committee. I have 6 years of experience with Alabama Therapeutic Leisure Service for Children with Special Needs. I am also an avid outdoorsman with a lifetime of experience in the outdoors. I have several mountaineering certifications. I also several years of cross-country skiing, alpine skiing and High Altitude Mountaineering. I have received several certifications from Alaska Mountaineering including Basic and Advanced Mountaineering, Ski Mountaineering, Glacier Travel and Crevasse Rescue. I spend most of my time off out in the back country in our region. I would love to assist in making this a fun, educational and safety-oriented experience for the members of this community.

Capt. Chloe Belflower
EMS Coordinator/Acting Fire Chief
Kotzebue Fire Department
W: (907) 442-3404
C: (907) 412-1337

Ron Johnson

From: Matthew Bergan <matthewbergan@gmail.com>
Sent: Tuesday, January 9, 2024 5:01 PM
To: Parks & Recreation
Subject: City of Kotz P&R Advisory Committee Letter of Interest - Matt Bergan

City of Kotzebue,

Please accept this email as my "letter of interest" to serve on the City Parks & Rec Advisory Committee.

Sincerely,

Matthew I. Bergan, PE
Engineer
Kotzebue, Alaska
907-412-1591

Ron Johnson

From: Tracey Schaeffer <arcticot@gmail.com>
Sent: Thursday, December 28, 2023 12:45 PM
To: Ron Johnson
Subject: Parks and Rec committee

Hello Ron! I hear there is a committee for Parks and Rec, I'd like to be on it. I'm super busy and travel to villages but I am very interested in doing what I can to support this department/programs.

thanks!

Tracey Schaeffer, OTR/L
Trauma Informed Occupational Therapist and Certified Yoga Instructor
Arctic OT Services, 907-355-6025
Fax: 1-888-822-0741
Want to be trauma aware? Connect before you correct and get curious, not furious!

Ron Johnson

From: john rae <jraeotz@gmail.com>
Sent: Friday, January 12, 2024 10:31 AM
To: Ron Johnson
Subject: To Ron Johnson, and whom it may concern.,

I would like to express my interest in obtaining a seat on the Parks and Recreation Advisory board. I've lived here a long time and believe I have a few good ideas that would be beneficial to the community.
Cordially John Rae

Date: 1-12-24

To: Ron Johnson, Parks and Rec Director

From: Paul Hansen

Re: Parks and Rec Advisory Council

Please consider this memo as my interest to sit on an advisory council for Kutz Parks and Rec.

I have a strong interest in the Parks and recreation program, and would be pleased to contribute my time and efforts toward the program.

Please feel free to contact me at 907-947-5598 if I can provide any more information for this request.

