

**City of Kodiak Regular Council Meeting Agenda for September 13, 2018**  
**7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)**

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- I. Call to Order/Roll Call**  
Invocation/Pledge of Allegiance
  
- II. Previous Minutes**  
Approval of Minutes of the August 9, 2018, Regular Council Meeting.....1
  
- III. Persons to Be Heard**
  - a. Proclamation: Senior Center Month.....12
  - b. Public Comments (limited to 3 minutes) (486-3231)
  
- IV. Unfinished Business**
  - a. Second Reading and Public Hearing, Ordinance No. 1381(SUB), Amending Chapters 18.12 and 18.20 of the Kodiak City Code to Allow for Negotiated Leases of Real Property if Approved by Ordinance.....16
  
- V. New Business**
  - a. Authorization of Animal Control Services Memorandum of Agreement With the Kodiak Island Borough.....24
  - b. Authorization of E-911 Agreement With the Kodiak Island Borough.....36
  - c. Authorization of Building Inspection Memorandum of Agreement With the Kodiak Island Borough.....42
  - d. Authorization of Change Order No. 1 With Brechan Construction LLC for FY2019 Pavement Repairs, Project No. 19-02/5039.....52
  - e. Authorization of Bid Award to Knight Technology Group for 30 Microsoft Office Standard 2016 Licenses and 150 Microsoft Office Professional Plus 2016 Licenses.....56
  
- VI. Staff Reports**
  - a. City Manager
  - b. City Clerk
  
- VII. Mayor’s Comments**
  
- VIII. Council Comments**
  
- IX. Audience Comments** (limited to 3 minutes) (486-3231)
  
- X. Adjournment**

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<p><b>DRAFT</b></p>
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**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, AUGUST 9, 2018  
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Laura B. Arboleda, Charles E. Davidson, Daniel Mckenna-Foster, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Randall C. Bishop was absent. City Manager Mike Tvenge, City Clerk Debra Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

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

**II. PREVIOUS MINUTES**

Councilmember Whiddon MOVED to approve the minutes of the July 12, 2018, regular meeting as presented.

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

**III. PERSONS TO BE HEARD**

**a. Public Comments**

**Larry Van Daele**, Chairman of the Kodiak State Parks Citizens Advisory Board, spoke in support of the second renewal of the Land Use Management Agreement with the State of Alaska to manage a portion of Fort Abercrombie. He spoke about the annual visits to the park and the fees they are able to collect, which helps the continued operation of the park and provides a quality recreation area to the residents and the visitors in Kodiak.

**Betty MacTavish** provided a legislative update: she spoke in support of AK SB 15, which will fine retailers if they sell e-cigarettes to minors. She spoke in support of AK SB 63, which will prohibit smoking in certain places. She spoke about the personal impact of second hand smoke, and she thanked the Council for their support.

**Heidi Roberson** said she is a mentor of the Kodiak Area Mentor Program (KAMP). She said that drugs and alcohol addiction are a worldwide epidemic. She shared that KAMP is a faith-based program that provides education, nutritious meals, and counseling. She said she hopes the Council supports their grant application.

**IV. UNFINISHED BUSINESS**

**a. Authorization of the Five-Year Regional and Community Jail Contract With the Alaska Department of Corrections**

The Alaska Department of Corrections (DOC) has proposed a new five-year contract with the City to provide short-term Regional and Community Jail Services for persons held for violations of State law. The new contract would be effective July 1, 2018, and continue in force through June 30, 2023. The contract can be terminated upon ninety (90) days notice from the terminating party, and contract amendments for additional work could be incorporated through mutually agreed upon appendices or attachments. The base contract amount is \$991,552 with an additional \$37,380 included for Pretrial Electronic Monitoring Services the City provides for the State. The total FY2019 contract amount is \$1,028,932.

*{Clerk's Note: The motion to authorize a five-year professional services contract for Regional and Community Jail services with the Alaska Department of Corrections (DOC Contract No. 2091006) commencing on July 1, 2018, and ending on June 30, 2023, for \$1,028,932 and authorize the City Manager to sign the agreement on behalf of the City is on the floor. Both the five-year and one-year contracts have the same contract number.}*

Councilmember Whiddon MOVED to amend the motion by substituting the five-year DOC contract for Regional and Community Jail services with a one-year contract, (DOC Contract No. 2091006) commencing on July 1, 2018, and ending on June 30, 2019, in the amount of \$1,028,932 and authorize the City Manager to sign the agreement on behalf of the City.

The roll call vote on the amendment was Councilmembers Arboleda, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

## V. NEW BUSINESS

### a. **First Reading, Ordinance No. 1381, Amending Chapters 18.12 and 18.20 of the Kodiak City Code to Allow for Negotiated Leases of Real Property if Approved by Ordinance**

Ordinance No. 1381 will codify the process of authorizing property leases via a standalone ordinance, which has been done for many years upon attorney advice. Kodiak City Code Title 18, Chapters 12 and 20 specify the process to dispose of or lease City real property. Title 18 as written includes a lengthy process requiring leases having a term of more than five years or having a computed annual minimum rental of more than \$5,000 to be offered by sealed bid or at public auction and an appraisal, in addition to other requirements. Once adopted, Title 18, Chapters 12 and 20 will document a long standing process that helps to streamline routine property leases. The Council voiced a consensus at the work session to add a legal description to the land being leased in the ordinance.

Councilmember Arboleda MOVED to pass Ordinance No. 1381 in the first reading and advance to second reading and public hearing at the next regular or special meeting.

Councilmember Mckenna-Foster MOVED to amend Ordinance No. 1381 by substituting it with Ordinance No. 1381(SUB).

The roll call vote on the amendment was Councilmembers Arboleda, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

The roll call vote on the main motion as substituted was Councilmembers Arboleda, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

**b. Resolution No. 2018–08, Option A or B, Authorizing Payment of Fiscal Year 2019 Nonprofit Organization Grants and In-Kind Contributions**

Each year the City Council authorizes grant payments to local nonprofit organizations. The types and levels of funding are based on the City Council’s nonprofit funding policy guidelines, which were most recently adopted by Resolution No. 2018–06. The policy resolution stipulates the total amount available for nonprofit grants in a given fiscal year, which equals a maximum of one percent of budgeted general fund revenues, not to exceed \$175,000, exclusive of any fund balance appropriations and transfers to capital project funds. This policy limits organizations to one funding criteria or program per year and provides up to \$5,000 for Youth and Adult Recreation Programs and up to \$15,000 for Public Safety Support and Emergency Response Support Programs. The policy also grants agencies the ability to apply for a special one-time only grant for special projects when the City has additional funds available. The City received 20 FY2019 applications from nonprofit organizations that serve Kodiak, down from the 22 applications received last fiscal year, for a total amount requested of \$178,126.50. Council reviewed the applications at the July 11 work session and voiced a consensus to cut each request by approximately \$33 to keep within the \$175,000 cap. Subsequently, the Mayor and some Councilmembers voiced a preference for an alternative funding method that would include funding one request from the Tourism Fund, which has been done in previous years. Both the original funding method discussed at the July 11 work session, Option A, and the subsequent funding suggestion, Option B, were discussed at the August 7 work session.

Councilmember Arboleda MOVED to adopt Resolution No. 2018–08 Option B.

Councilmember Davidson MOVED to amend Resolution No. 2018–08B by substituting it with Resolution No. 2018–08B(SUB).

The roll call vote on the amendment was Councilmembers Arboleda, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

**c. Authorization of Professional Services Contract to Richard Birdsall With Avitus Group for a Third-Party Review of the Process Followed in the Dismissal of the Former Deputy Manager**

Personnel actions are confidential and are handled administratively. However, the City Charter grants the Council the right to inquire into the conduct of any office, department, or agency of

the City and to investigate municipal affairs. In response to public comments, the Council authorized the Mayor and Councilmembers Arboleda and Davidson to choose a reviewer to pursue a thorough, independent third-party review of the process followed in the termination of the Deputy Manager and provide the general outcome of the review once completed. The committee named the City Clerk as the contact person for this investigation. Three proposal solicitation letters were sent to prospective proposers. Richard Birdsall, Senior Associate with Avitus Group (formerly known as The Growth Company) submitted the sole proposal, which was endorsed by the committee. Mr. Birdsall is an attorney, trainer, mediator, investigator, and expert witness who has conducted HR investigations for multiple organizations.

Councilmember Davidson MOVED to authorize a professional services agreement with Richard Birdsall of Avitus Group in an amount not-to-exceed \$7,500 for an independent review of the process used in the termination of the Deputy City Manager, with funds coming from Legislative Professional Services line item, and authorize the City Clerk to execute the necessary documents for the City.

Councilmember Whiddon MOVED to amend the motion by inserting the words after Deputy City Manager contingent upon receiving a signed release from Matt Van Daele no later than August 20, 2018, authorizing Mr. Birdsall to have access to Mr. Van Daele's personnel file, otherwise the agreement shall not be authorized.

Councilmember Whiddon said the third party review process was initiated in response to public comments and their inquiry following the dismissal of the Deputy City Manager. He said without Mr. Van Daele's release to access his personnel file, he does not feel a thorough review can be completed and the cost of the review using taxpayer dollars would not be reasonable.

The roll call vote on the amendment was Councilmembers Arboleda, Davidson, Walker, and Whiddon in favor. Councilmember Mckenna-Foster was opposed. Councilmember Bishop was absent. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Davidson, Walker, and Whiddon in favor. Councilmember Mckenna-Foster was opposed. Councilmember Bishop was absent. The motion passed.

**d. Authorization of Bid Award to Brechan Construction LLC for Annual Pavement Repair, Project No. 19-02/5039**

This project will repair areas of asphalt damaged by wear and water erosion. Public notice was advertised and bids were opened on July 25, 2018, with Brechan Construction LLC the only bidder. The bid has been reviewed by the Engineering Department and is a responsible/responsive bid.

Councilmember Walker MOVED to authorize the bid award for annual pavement repair, Project No. 19-02/5039, to Brechan Construction LLC in the amount of \$215,812.50 with funds coming from the Streets Capital Improvement Fund, Project No. 5039, Pavement Repairs.

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

**e. Authorization of Change Order No. 1 With Brechan Construction LLC for Aleutian Homes Water and Sewer Phase VI, Project No. 15-03/7037**

Aleutian Homes Water and Sewer Replacement Phase VI is a continuation of the upgrade of utilities, pavement, and sidewalks in the Aleutian Homes Area. The Notice to Proceed for construction of the upgrade project was issued to Brechan Construction LLC on March 23, 2018, and construction began in early May. Change Order No. 1 reconciles unit cost quantities for work performed during FY2018 up to June 30, 2018. All contract administration work from July 1, 2018, to the end of the project will be administered during FY2019.

Councilmember Davidson MOVED to authorize Change Order No. 1 to Brechan Construction LLC for \$58,219.57 with funds coming from the Aleutian Homes Water and Sewer Replacement Phase VI, Project No. 15-03/7037, and authorize the City Manager to execute the documents on behalf of the City.

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

**f. Authorization of the Second Renewal to the Cooperative Land Use Management Agreement With the State of Alaska Providing for the State to Manage the Portion of Lot 3, U.S. Survey No. 3462, Located North of Monashka Bay Road, Commonly Known as the Cry of the Wild Ram Site, as Part of Fort Abercrombie State Historic Park**

On July 1, 2018, the first five-year renewal expired for the Cooperative Land Use Management Agreement with the State of Alaska Department of Natural Resources. Alaska Parks and Recreation manages this portion of City property. The State would like to continue to manage the Cry of the Wild Ram site north of the State historic park. The agreement that was authorized by Ordinance No. 1232 has unlimited five-year renewal options. It has been ten years since this agreement was authorized.

Councilmember Walker MOVED to authorize the second renewal to the Cooperative Land Use Management Agreement with the State of Alaska Providing for Management of the Portion of Lot 3, U.S. Survey No. 3462, Located North of Monashka Bay Road, commonly known as the Cry of the Wild Ram Site, as Part of Fort Abercrombie State Historic Park and authorize the City Manager to execute the documents on behalf of the City.

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

**g. Authorization of Professional Services Agreement With Axon Enterprises, Inc. in Support of Body Worn Cameras, Equipment, and Video Storage for the Kodiak Police Department**

In 2017 the City of Kodiak entered into a five-year agreement with Axon Enterprises Inc. (formerly Taser International) to provide body-worn cameras (BWCs), peripheral equipment, software and license fees, an electronic storage solution with redaction capabilities

(Evidence.com), and on-site training to equip the police department with BWCs. The agreement included full warranties on equipment and new camera replacement at 2.5 years and new cameras again at five years. The City paid \$18,184 at signing (\$13,359 was covered by grant money) with an understanding that approximately \$9,852 would be due each of the subsequent four years.

Councilmember Davidson MOVED to authorize a Professional Services Agreement with AXON Enterprises Inc. in support of body worn cameras, equipment, and video storage for the Kodiak Police Department in the amount of \$59,730 with funds from the General Fund, Police Department Uniformed Patrol account.

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

## **VI. STAFF REPORTS**

### **a. City Manager**

Manager Tvenge spoke of the positive subtle changes with new Library Director Madsen, who started at the City on July 25, 2018. Manager Tvenge said the Government Finance Officers Association of the United States and Canada has awarded the certificate of Achievement for Excellence in Financial Reporting to the City of Kodiak for its FY2017 comprehensive annual financial report (CAFR). He stated the Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

He said the Kodiak Island Borough School District requested the use of Baranof Park to sell concessions, collect gate admissions, and set up food vendors during the 2018 and 2019 sporting seasons for fundraising. He said this request is in line with the Kodiak City Code and the Joint Agreement for the Use and Operation of City of Kodiak, Kodiak Island Borough, and Kodiak Island Borough School District Facilities. He stated he would approve the request tomorrow, just in time for the football season opener between Kodiak High School and Homer High.

Manager Tvenge said the Aleutian Homes water and sewer phase VI project is going very well with the final sewer main and service completed yesterday. He said next week the water services will begin, followed by the curb and street pavement, and sidewalks will be last. The project is scheduled for completion in October.

Councilmember Davidson asked if the pavement work on Near Island would coincide with the Birch project. Manager Tvenge confirmed the project would be scheduled accordingly.

Councilmember Mckenna-Foster referenced Kodiak City Code (KCC) 12.08.010 Debris clearance required and KCC 10.16.020 additional parking regulations. He said he notified the City Manager about adhering to the code and keeping the sidewalks clear of vehicles. He asked if there has been any progress on the enforcement.



Manager Tvenge said the Kodiak Police Department has been addressing the issue and there have been some vehicles towed and there have been tickets issued.

**b. City Clerk**

City Clerk Marlar said the municipal election is coming soon and she announced the nominating petitions requirements and due date for filing, which is August 15, 2018, at 4:30 p.m. She reminded citizens that have recently moved within City limits to update their voter registration. She announced the upcoming meetings for the Council to include the joint work session on September 5; the Council work session on September 11; and the regular meeting on September 13.

Councilmember Davidson asked about the City residency voting requirements and residency requirements for candidate petitions. Clerk Marlar stated that a resident must live in the City for 30 days prior to the election to be eligible to vote and a potential candidate must reside within the City for one year prior to running for a Council seat.

**VII. MAYOR'S COMMENTS**

Mayor Branson commented that managing economic development and infrastructure needs are a balance. She said that the Birch Avenue project was needed and once completed will provide new infrastructure. She said they would work on the Near Island Plan and work too get that approved and revisit the Borough's comprehensive plan. She emphasized that process is important both within business and within one's personal life to be productive. She said she believes the role of elected officials is to ask questions and to problem solve. She said she appreciated Major Dave Davis's comments about the integrity, honesty, and teamwork of the Council and the City's good reputation.

**VIII. COUNCIL COMMENTS**

Councilmember Mckenna-Foster stated that he was not a statistician yet it seems he has been chosen to make Council comments first at each meeting, and he inquired if consideration could be given to mixing the comment rotation in the future. He said that he was unaware that there would be an amendment on the motion for the third party professional services contract. He stated the overall process to acquire a third party review was murky and he expressed his dissatisfaction of the process and outcome. He said a friend gave him a letter to read, and he read a letter from citizen Matt Van Daele dated August 7, 2018.

Councilmember Whiddon reported on the Fisheries Work Group meeting and said there was not a quorum but the meeting did proceed with the presenters, which allowed the presenters to share information with the community members in attendance. He spoke of the following topics: late run of salmon reds; Chignik petition; Julie Bonney's update; future updates from various entities; and ways to mitigate future halibut issues. He said it is a privilege to serve on the Council and he does not take his role for granted. He said his personal agenda is to make Kodiak a better place. He said getting all information when making a comment or decision is very important.

Councilmember Arboleda said she appreciates the City staff and department heads and the hard work they perform. She said a good portion of the Near Island road is highly used by fisherman

and the native corporations. She thanked Aimee Williams, Director of Discover Kodiak for her work on the incoming cruise ships and tourism. She encouraged people to vote. She updated the public about the community event Warm August Nights this weekend and reminded them to be safe. She commented about her role as a Councilmember and said she realizes she may not be able to please each person but she knows that at the end of the day she is at peace because her intentions are pure.

Councilmember Davidson wished everyone better fishing outcomes. He thanked Matt Van Daele for his Borough service. He stated he is disappointed with Matt's letter, which indicated he was treated unjustly. He said Matt has been given the opportunity to open his personnel file and have a third party review and has chosen not to.

Councilmember Walker thanked Public Works Director Craig Walton for dealing with the derelict cars and cleaning up areas within the City. He said he has seen crews working on streets and he thanked Engineer Melvin for his work on projects. He said it is important to vote, commented on the low turnout at the last election, and encouraged citizens to vote in the primary and municipal elections. He said he is saddened by the situation with Matt Van Daele, appreciates his service, knows he has a lot to give to the community, and hopes this is closure of this topic.

## **IX. AUDIENCE COMMENTS**

None

## **X. EXECUTIVE SESSION**

### **a. Receive Update on City Litigation**

Councilmember Davidson MOVED to enter into executive session pursuant to Kodiak City Code 2.04.100(b)(1) to discuss legal matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City.

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

Council entered into Executive Session at 8:45 p.m.

The Mayor reconvened the meeting at 9:55 p.m.

## **X. ADJOURNMENT**

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 9:56 p.m.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:

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## **PERSONS TO BE HEARD**

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## MEMORANDUM TO COUNCIL

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**Date:** September 13, 2018

**Agenda Item:** III. a. Proclamation: Declaring Senior Center Month

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**SUMMARY:** This proclamation urges all citizens to recognize the special contributions of senior center participants and the special efforts of the staff and volunteers who work every day to enhance and enrich the lives of the older citizens in our community.

**ATTACHMENTS:**

Attachment A: Proclamation: Declaring Senior Center Month

# PROCLAMATION

## Declaring Senior Center Month

WHEREAS, September is national Senior Center Month; and

WHEREAS, every Alaskan is precious and has the right to freedom, safety, and dignity; and older Americans are significant members of our society who invest their wisdom and experience to help enrich and better the lives of younger generations'; and

WHEREAS, the Senior Citizens of Kodiak has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of Kodiak; and;

WHEREAS, through the wide array of services, programs, and activities, senior centers empower older citizens of Kodiak to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, the senior center has been providing quality services for 45 years and the first and only senior center in Alaska to be nationally accredited three times; and

WHEREAS, the Senior Citizens of Kodiak affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge, and enabling their continued contributions to the community.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim the month of September 2018 as

### SENIOR CENTER MONTH

in Kodiak and call upon all citizens to recognize the special contributions of the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

Dated this 13 day of September 2018.

City of Kodiak

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Pat Branson, Mayor

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# **UNFINISHED BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager 

**Date:** September 13, 2018

**Agenda Item:** IV. a. **Second Reading and Public Hearing, Ordinance No. 1381(SUB), Amending Chapters 18.12 and 18.20 of the Kodiak City Code to Allow for Negotiated Leases of Real Property if Approved by Ordinance**

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**SUMMARY:** Ordinance No. 1381 will codify the process of authorizing property leases via a standalone ordinance, which has been done for many years upon attorney advice. Kodiak City Code Title 18, Chapters 12 and 20 specify the process to dispose of or lease City real property. Title 18 as written includes a lengthy process requiring leases having a term of more than five years or having a computed annual minimum rental of more than \$5,000 to be offered by sealed bid or at public auction and an appraisal, in addition to other requirements. Once adopted, Title 18, Chapters 12 and 20 will document a long standing process that helps to streamline routine property leases. A substituted ordinance was prepared to add a legal description of land being leased.

**PREVIOUS COUNCIL ACTION:**

- At the July 10, 2018, work session the Council reviewed the ordinance written by our City attorney that amends Title 18, Chapters 12 and 20 to more clearly document a separate ordinance process to approve real property transactions. There was Council consensus to add a legal description to the land being leased in the ordinance.
- At the August 7, 2018, work session, the Council reviewed the suggested amended ordinance that included a legal description.
- At the August 9, 2018, regular meeting of the Council Ordinance No. 1381 was passed and amended by substituting it with Ordinance No. 1381 (SUB) in the first reading and advanced to second reading and public hearing at the next regular or special meeting.

**ALTERNATIVES:**

- 1) Adopt Ordinance No. 1381(SUB) after the second reading and public hearing, which is recommended.
- 2) Amend, postpone, or decline to adopt Ordinance No. 1381(SUB), which is not suggested, because the City Attorney has recommended the ordinance be adopted.

**FINANCIAL IMPLICATIONS:** N/A

**LEGAL:** The City Attorney wrote Ordinance No. 1381 and the substitution.

**CITY MANAGER'S COMMENTS:** An amendment to Chapter 18 will streamline the City's Code requirements, which are not always applicable to routine or noncomplex leases. This change in language expands lease possibilities; however allows for appraisals and sealed bids if applicable.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1381(SUB)

**PROPOSED MOTION:**

Move to adopt Ordinance No. 1381(SUB).

**CITY OF KODIAK  
ORDINANCE NUMBER 1381(SUB)**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK  
AMENDING CHAPTERS 18.12 AND 18.20 OF THE KODIAK CITY CODE TO ALLOW  
FOR NEGOTIATED LEASES OF REAL PROPERTY IF APPROVED BY ORDINANCE**

WHEREAS, the Kodiak City Code Sections 18.12.130 and 18.20.110 require certain leases of tidelands and uplands owned by the City of Kodiak to occur only after bids are solicited and an appraisal obtained; and

WHEREAS, the City of Kodiak operates port and harbor facilities which include both tidelands and uplands; and

WHEREAS, the City of Kodiak has historically negotiated agreements for the use of port and harbor facilities by carriers of cargo which include as a component of the agreement a lease of city-owned real property; and

WHEREAS, given the limited number of participants in the ocean-going cargo business and the fact a property lease is only one component of a use agreement for port and harbor facilities it is not practical or efficient to separate the lease agreement from other portions of an overall use agreement in order to seek competitive bids; and

WHEREAS, the City has on other occasions entered into sole source leases or other disposals of property which have been approved by ordinance without following the request for proposal requirements of Chapters 18.12 or 18.20 and;

WHEREAS, it is in the best interest of the City to recognize its past practice and specifically provide for the practice to be followed in the future through an amendment to the city code.

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

Section 1: Kodiak City Code Section 18.12.130 is hereby amended to read as follows:

**18.12.130 Leasing procedure**

(a) Leases for a term of five years or less with computed annual minimum rental of \$5,000 or less may be negotiated or offered at public auction at the discretion of the council. Except for leases approved by ordinance as authorized by subsection 18.12.130(b), all leases having a term of more than five years or having a computed minimum rental of more than \$5,000 shall be offered at public auction. All public auctions of tide or submerged lands in the city shall be conducted by the city manager or an official designated by the city manager. At

the completion of the auction of each tract of land, the official conducting the auction shall indicate the apparent high bidder. In the event of a re-lease, the original lease holder may exercise the right to meet the bid of the apparent high bidder under the circumstances described in KCC 18.12.370. Failure to do so at this time shall void and cancel such right. The apparent high bidder, or the original lease holder bidding on a re-lease if the re-lease holder's right is exercised, shall thereupon deposit with the official conducting the auction the portion of the annual rental then due, together with the unpaid costs of survey, appraisal, and advertising. All payments must be made in cash, money order, certified check, or cashier's check or any combination thereof.

(b) Notwithstanding any provisions of this chapter relating to advertising, public notice, public auctions, competitive bids, and appraisals the council may, by ordinance approve a negotiated lease of city tidelands in connection with an agreement for use of port and harbor facilities or in furtherance of economic development. The ordinance approving any such lease shall comply with applicable requirements of Kodiak City Charter section V-17.

Section 2: Kodiak City Code Section 18.12.160 is hereby amended to read as follows:

**18.12.160 Public notice**

Public notice of lease or sale of land is required to be given under the provisions of Chapters 18.04 through 18.16 KCC; such notice shall be published in a newspaper of general circulation published in the city at least 30 days before the sale, lease, or other disposition, and posted within that time in at least three public places in the city. The notice must contain an accurate legal description of the property, brief description of the land, its area and general location, proposed use, term, computed annual minimum rental or minimum sales price, limitations, if any, and time and place set for: 1) the consideration of the ordinance approving the lease, 2) the public auction, or 3) the bid opening.

Section 3: Kodiak City Code Chapter 18.12 is hereby amended by the addition of a new subsection 18.12.215 to read as follows:

**18.12.215 Property Description**

All leases shall contain an accurate legal description of the property being leased.

Section 4: Kodiak City Code Section 18.20.110 is hereby amended to read as follows:

**18.20.110 Leasing procedure**

(a) Notwithstanding KCC 18.20.050 and 18.20.060, leases for a term of five

years or less with computed annual minimum rental of \$5,000 or less may be negotiated, offered by sealed bid, or offered at public auction at the discretion of the council. Applicants seeking a lease to be negotiated under this section are required to make a deposit for appraisal and other costs. Except for leases approved by ordinance as authorized by subsection 18.20.110(b), all leases having a term of more than five years or having a computed annual minimum rental of more than \$5,000 shall be offered by sealed bid or at public auction. All sealed bid openings and public auctions of city lands shall be conducted by the city manager or an official designated by the city manager. At the completion of the bid opening or auction of each tract of land, the official conducting the auction shall indicate the apparent high bidder. In the event of a re-lease, the original lease holder may exercise the right to meet the bid of the apparent high bidder under the circumstances described in KCC 18.20.350. Failure to do so at this time shall void and cancel such right. The apparent high bidder, or the original lease holder bidding on a re-lease if the re-lease holder's right is exercised, shall thereon deposit with the official conducting the bid opening or auction any portion of the annual rental then due, together with the unpaid costs of survey, appraisal, and advertising. All payments must be made in cash, money order, certified check, or a cashier's check, or any combination thereof.

(b) Notwithstanding KCC 18.20.050 and 18.20.060 and any provisions of this chapter relating to advertising, competitive bids, public notice, public auctions, or appraisals the council may, by ordinance approve a negotiated lease in connection with an agreement for use of port and harbor facilities or in furtherance of economic development.

The ordinance approving any such lease shall comply with applicable requirements of Kodiak City Charter section V-17.

Section 5: **Amendment of Section 18.20.140.** Section 18.20.140 of the Kodiak City Code is hereby amended to read as follows:

**18.20.140 Public notice**

Public notice of lease or sale of land is required to be given under the provisions of this chapter; such notice shall be published in a newspaper of general circulation in the city at least 30 days before the date of the sale, lease, or other disposition, and posted within that time in at least three public places in the city. The notice must contain an accurate legal description of the property, brief description of the land, its area and general location, proposed use, term, computed annual minimum rental, or minimum sales price, limitations, if any, and time and place set for: 1) the consideration of the ordinance authoring the lease or sale, 2) the public auction, or 3) the bid opening.

Section 6: Kodiak City Code Chapter 18.20 is hereby amended by the addition of a new subsection 18.20.198 to read as follows:

**18.20.198 Property Description**

All leases shall contain an accurate legal description of the property being leased.

Section 7: This ordinance shall be effective on the date that is one month after final passage and publication in accordance with Kodiak Charter Section 2–13.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

First Reading: August 9, 2018

Amended: August 9, 2018

Second Reading:

Effective Date:

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# **NEW BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager 

**Date:** September 13, 2018

**Agenda Item:** V. a. Authorization of Animal Control Services Memorandum of Agreement With the Kodiak Island Borough

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**SUMMARY:** The City operates animal control services and contracts with the Humane Society of Kodiak to operate the Animal Control Shelter. The Kodiak Island Borough (KIB) itself does not provide these services to its residents and, therefore, contracts with the City. This is a two-year agreement beginning July 1, 2018. Staff recommends Council authorize this Memorandum of Agreement (Attachment A) with the KIB.

**PREVIOUS COUNCIL ACTION:**

- Council has approved numerous animal control contracts dating back to 1993.
- Council previously approved the animal control contract with the Kodiak Island Borough, which expired June 30, 2017. The terms were very similar to the current contract.
- On June 22, 2017, Council approved an Animal Control Contract with the Borough, which expired on June 30, 2018.
- On September 11, 2018, Council reviewed the Animal Control Services MOA with the Borough.

**DISCUSSION:** The City provided animal control services to the Borough on and off over the past 25 years. The Borough Manager and the City Manager have met to negotiate terms before coming to an agreement, which is reflected in the attached MOA. The City shall provide non-law enforcement personnel and resources to enforce KIB animal control and related codes and ordinances, supplies, equipment, and a facility to perform those animal control services set forth in this contract.

This agreement begins July 1 and ends June 30, 2020. KIB will pay the sum of \$115,800 for year-one with a slight increase (\$1,785) over last year, and \$118,700 for year-two.

**ALTERNATIVES:**

- 1) Approve the MOA with the Kodiak Island Borough for animal control services, which is the staff recommendation. Both parties wanted the agreement to reflect an equal share in the cost of those services, which staff feels it does.
- 2) Postpone or do not approve the MOA, which is not recommended. The agreement terms will help offset the costs of operating animal control services and the Kodiak Animal Shelter.

**FINANCIAL IMPLICATIONS:** Once authorized, the two-year contract will provide the City with funds to offset the animal control services provided to the Borough residents.

**CITY MANAGER'S COMMENTS:** I have discussed this contract with our Police Department and Borough Manager, and feel we have negotiated a fair agreement. The cycle of animal calls within the City and Borough varies year to year, as tallied in the report (Attachment B) provided by the Humane Society of Kodiak. I recommend Council approve this two-year animal control contract with Kodiak Island Borough.

**ATTACHMENTS:**

- Attachment A: Animal Control MOA between the City of Kodiak and the Kodiak Island Borough
- Attachment B: FY 2018 Kodiak Animal Shelter Statistics

**PROPOSED MOTION:**

Move to authorize the Animal Control Contract, City Record No. 237761, between the City of Kodiak and the Kodiak Island Borough and authorize the City Manager to execute the document on behalf of the City.

**MEMORANDUM OF AGREEMENT**  
**Between**  
**KODIAK ISLAND BOROUGH and CITY OF KODIAK**  
**for**  
**ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into by and between the KODIAK ISLAND BOROUGH, hereinafter "KIB" and the CITY OF KODIAK, hereinafter "CITY," in consideration of the mutual promises contained herein and shall be effective July 1, 2018, as specified herein.

WHEREAS, the KIB adopted Ordinance No. 86-16-0(A) authorizing the control of animals outside of cities for the purpose of protecting the public health and safety; and

WHEREAS, the KIB wishes and is authorized to contract for animal control service by Kodiak Island Borough Subsection 6.04.200(C); and

WHEREAS, the CITY is willing to provide said services to the KIB.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

Section 1. DEFINITIONS.

In this contract:

- A. "KIB" means the Kodiak Island Borough.
- B. "Animal Code" means Chapter 6.04 of the Kodiak Island Borough Code and any amendments thereto.
- C. "Animal Shelter" means the City of Kodiak Animal Shelter.
- D. "Chief Animal Control Officer" means the Kodiak Island Borough Manager or his/her designee.
- E. "Complaint" means a request to the CITY for service or services.
- F. "CITY" means City of Kodiak, its agents and employees.

Section 2. SCOPE OF SERVICES.

The CITY shall provide non-law enforcement personnel and resources to enforce KIB animal control and related codes and ordinances, supplies, equipment, and a facility to perform those animal control services set forth in this contract.

Section 3. ENFORCEMENT AND COMPLAINT RESPONSE; ANIMAL CONTROL OFFICER(S).

- A. The CITY shall employ Community Service Officer(s) (CSO)/Animal Control Officer(s) (ACO) who shall respond to complaints in the Kodiak Island Borough in the following priority: (1) Kodiak Police Department and Alaska Troopers emergency calls; (2) quarantine violations; (3) dog bites or vicious dogs; (4) injured animals; (5) cruelty to animals; (6) trapped animals; (7) loose animals; (8) animal noise complaints; and (9) patrol of neighborhoods experiencing animal nuisance problems.
- B. The CSO/ACO will patrol and respond to complaints originating within the communities of Monashka Bay, Spruce Cape, Anton Larsen, Womans Bay, Chiniak, and Pasagshak. The CSO/ACO will not patrol or respond to areas off the road system.
- C. CSO/ACO(s) shall issue citations for subject violations of the Animal Code, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations. CSO/ACO(s) shall impound stray dogs and other animals which are subject to impoundment; when necessary, bring animals into the Animal Shelter under protective custody; enforce the quarantine of animals that have bitten persons; inspect, for sanitary conditions, premises where animals are kept, while responding to a complaint; administer first aid to animals; participate in administrative hearings at the request of the Chief Animal Control Officer; and generally assist, in a professional manner, citizens and other law enforcement agencies who have requested help with animal problems.
- D. The CITY shall provide around-the-clock, seven-days-per-week telephone answering service to accept and record animal complaint and information calls from the public.
- E. The CITY shall use its best efforts to respond in a timely manner to all complaint calls of an emergency nature (e.g., vicious animals, cruelty to animals, trapped animals) received.
- F. Patrol and non-emergency CSO/ACO response service shall be made available to the public on a regular basis

Section 4. CARE, REDEMPTION, ADOPTION, AND DEPOSITION OF ANIMALS.

Care, redemption, adoption, and deposition of animals and hours of Animal Shelter operation shall coincide with those established by the CITY, as a municipal government, for Animal Control operations presently administered within the city limits. The CITY will provide the facility and furnishings, patrol vehicles, operating supplies, and insurance.

Section 5. INSURANCE.

- A. The CITY shall provide insurance coverage in the following amounts:
  - a. Workers' Compensation insurance as required by AS 23.30.045 or any other applicable statutes or regulations.

- b. General Liability insurance with a minimum of \$10,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
  - c. Vehicle Liability insurance including applicable uninsured/underinsured coverage, with limits of liability of not less than a minimum of \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- B. The following shall be Additional Insureds: The KIB, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primarily to the KIB, and not contributing with any other insurance or similar protection available to the KIB, whether other available coverage be primary, contributing, or excess.
- C. To the extent allowed by law and subject to appropriation, KIB and City each hereby release and agree to defend, indemnify, and hold the other party, elected and appointed officials, employees, contractors, and volunteers harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, injury, or death resulting to the indemnifying party's property, subcontractors, or personnel, arising out of or in connection with the services, or the performance of this agreement, whether or not such loss, damage, injury, or death is alleged to be due to the act, omission, negligence (whether contributory, joint, or sole) fault or strict liability of the indemnified party.

In no event shall either party be liable to the other for indirect, special, incidental or consequential damages, including, but not limited to, loss of profits, loss of use of assets or loss of product or facilities downtime.

- D. A sixty (60) day Notice of Cancellation or Change, Non-Renewal, Reduction and/or Materials Change shall be sent to the KIB at the address indicated in Section 11 (Notices) of this agreement.
- E. The CITY shall provide evidence of coverage, with endorsements, to the KIB at the time that the contract is executed, as listed below:
- Certificate of Workers' Compensation Insurance
  - Certificate of General Liability Insurance
  - Certificate of Vehicle Liability Insurance
- F. If any of the above coverage is amended or expires during the term of the contract, the CITY shall deliver renewal certificates and/or policies to the KIB at least ten (10) days prior to the expiration date.

The CITY shall not commence operations under this agreement until it has obtained the coverage required under the terms of this agreement. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the KIB.

If the CITY fails to comply with the insurance requirements of this agreement, the KIB may terminate the agreement on ten (10) days written notice. The CITY covenants to maintain all insurance policies required in this agreement for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations.

The coverage required by this agreement shall cover all claims arising in connection with the CITY activity authorized under this agreement, whether or not asserted during the term of this agreement and even though judicial proceedings may not be commenced until after this agreement expires.

#### Section 6. LICENSING.

- A. The CITY shall administer the licensing of individual dogs as stated in the Animal Code and in the KIB fee schedule.
- B. The CITY shall post a public notice in the Animal Shelter lobby, as well as provide periodic newspaper and public service announcements, stating that all dogs over three months of age must be licensed.
- C. All tags, certificates, and other supplies necessary for licensing will be provided by the CITY.

#### Section 7. CUSTOMER SERVICE.

The CITY will publish hours for public access to recover or adopt animals five days per week, and have available emergency response capability to access the Animal Shelter on a twenty-four (24) hour per day basis.

#### Section 8. FEE COLLECTION.

- A. The CITY shall collect any licensing fees authorized by the Animal Code and periodically transfer the amount collected to the KIB.
- B. Kodiak Island Borough may conduct a periodic audit or review of the CITY's fee collection process.

#### Section 9. CONTRACT TERM.

This contract is effective from the date of execution through June 30, 2020 and the parties may review and renegotiate terms and costs annually.

#### Section 10. CONTRACT ADMINISTRATION AND MANAGEMENT.

A. The KIB Community Development Department shall administer this contract on behalf of KIB.

B. The Kodiak City Manager shall administer this contract on behalf of the CITY.

Section 11. NOTICES.

Any notice required pertaining to the subject of this contract shall be personally delivered or mailed by prepaid first class registered or certified mail, return receipt requested, to the following addresses:

KODIAK ISLAND BOROUGH  
Borough Manager  
710 Mill Bay Road #125  
Kodiak, AK 99615

CITY OF KODIAK  
City Manager  
710 Mill Bay Road #114  
Kodiak, AK 99615

Section 12. INSPECTION AND RETENTION OF RECORDS.

The CITY shall maintain an accounting and documentation of expenditures and shall allow KIB to examine such records as well as any of the CITY's records with respect to animal control matters at all times during normal business hours and as often as KIB may deem necessary, including the City's approved records retention period after the termination of this contract. The CITY shall permit KIB to audit, examine, and make copies, and/or excerpts or transcripts from such records and to audit all invoices, materials, payrolls, records or personnel, and other data relating to any matter covered by this contract. The CITY shall maintain all of its records pertaining to this contract for a period of not less than two years after termination of this contract.

Section 13. BUDGET AND REIMBURSEMENT OF EXPENSES.

A. Upon condition of satisfactory performance in all respects by the CITY and subject to the remainder of this section, KIB shall pay the CITY a sum of **\$115,800.00 for year one** and **\$118,700 for year two**. The compensation shall be paid in advance in semi-annual installments, July 1 and January 1, and be prorated in the first year to reflect the late start of the contract.

B. The CITY and KIB shall separately assume any legal costs associated with animal control enforcement within their respective areas of jurisdiction.

C. The KIB shall be responsible for direct costs associated with the transportation, lodging, feeding, and veterinarian services for animals outside the CITY that cannot be transported by the Animal Control Officer and/or are not able to be lodged at the Kodiak Animal Shelter, provided prior written approval has been obtained from KIB.

Section 14. AMENDMENT OR TERMINATION.



This Agreement will become effective July 1, 2018, and continue in force until June 30, 2020, except that, in addition to the termination provisions in Section 6.F. (Insurance), it may be terminated by either party upon thirty (30) days written notification to the other. The City will refund any prepaid amount within ten days of termination, on a pro-rata basis. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below:

CITY OF KODIAK

KODIAK ISLAND BOROUGH

\_\_\_\_\_  
Mike Tvenge, City Manager

\_\_\_\_\_  
Michael Powers, Borough Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Debra Marlar, MMC, City Clerk

\_\_\_\_\_  
Nova Javier, MMC, Borough Clerk



# Humane Society of Kodiak

*"The Humane Society of Kodiak is committed to preventing animal cruelty, reducing the homeless and abandoned pet population, and promoting the proper care of animals."*

**P.O. Box 8783, Kodiak AK 99615**

**Phone: (907) 486-8077**

[www.kodiakanimalshelter.org](http://www.kodiakanimalshelter.org)

July 31, 2018

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

Re: FY18 Kodiak Animal Shelter Report

Dear Mr. Tvenge,

The Humane Society of Kodiak (HSK) Board of Directors would like to thank you for the opportunity to continue to manage the Kodiak Animal Shelter. Attached you will find FY18 data of the Kodiak Animal Shelter, including the financial statement for the operation of the Shelter and shelter pet statistics spreadsheet.

The Kodiak Animal Shelter is open to the public five days/week and closed on Sundays and Mondays. The Humane Society of Kodiak employs five staff at the Kodiak Animal Shelter. The Manager oversees the day-to-day operations and supervises and schedules staff. They are responsible for the care of the shelter pets and daily maintenance of the shelter. Jean Turman, the Manager, works very closely with the City of Kodiak Police Department, including Animal Control. She has an excellent working relationship with the local veterinary clinic, which provides medical care, including spay/neuter of all shelter pets.

The adoption program at the Kodiak Animal Shelter is very strong. Shelter Staff work with adopters to ensure that the placement is appropriate for both pet and human. This extra care has resulted in a low number of returns, relative to the total number of adoptions (see attached shelter report). All shelter animals are spayed or neutered prior to adoption. A total of (99) shelter pets were spayed/neutered in FY18 (44 dogs, 55 cats). Puppies and kittens too young to sterilize prior to adoption are required to be sterilized at the appropriate age. Shelter staff follow up with adoptive families to ensure adherence to the terms of their adoption contract to spay/neuter. The surgery charge is covered by the HSK, as it is with all shelter pets.

The Kodiak Animal Shelter provides many volunteer opportunities for the community. Hope Community Resources and St. Mary's School are two groups that regularly participate in volunteer activities. Other local groups and individuals offer their time and talent to help with shelter pets and other areas in the shelter. A total of 433.75 volunteer hours were logged in FY18.

The Kodiak Animal Shelter and Humane Society of Kodiak activity promote education and pet care, including the promotion of spay /neuter, through our presence on Facebook, Kodiak Animal Shelter website and through newsletters distributed 3-4 times/year. We also utilize public radio PSAs to promote the shelter and animal care-related information.

The shelter pets benefit from strong community support by way of donations of pet food and pet care supplies. Various granting organizations in the community support the shelter with funding such things as pet beds, which were installed at in the dog runs in FY18.

### **Shelter Statistics**

In FY18, a total of (393) pets came through the doors of the Kodiak Animal Shelter. Of those pets, a total of (95) were impounds or surrenders from within the city limits. A total of (158) pets were impounded or surrendered from the Kodiak Island Borough. Much of the balance of the remaining pets was either dropped off with no information, or fall under the categories of returned adoption or foster animals. A return foster example would be a litters of kittens raised in a foster home, returned to the shelter at 8-weeks of age in preparation for permanent adoption. New adoptions have a 2-week trial period starting from adoption date. During this trial period, a new adopter can return an animal and receive a full refund of adoption fees. The shelter also provides temporary boarding if space is available.

In FY18, a total of (291) pets were either reclaimed or adopted. City: 109; Borough: 182. Animal deaths totaled (22). It is the policy of the Humane Society of Kodiak to operate the shelter as a no-kill shelter for friendly, adoptable pets. Unfortunately, there are times we receive animals that have significant illnesses or injuries, which are untreatable and require humane euthanization to prevent additional suffering. In some cases, these animals pass away at the shelter as a result of illness or injury. On rare occasions we have received animals that have demonstrated extreme levels of aggression and are unsafe for adoption, which leaves no option but euthanasia (see attached shelter report for more information).

On June 30, 2018, the shelter population was a total of (39) pets and a total of (28) pets cared for in volunteer foster homes. Foster animals typically include puppies, kittens, and elderly animals; those needing extra care or medical attention are often placed with foster families.

We appreciate the continued support of the Kodiak Animal Shelter and of the Humane Society of Kodiak. If you have any questions or require additional information, please contact me by email at [humanesocietyofkodiak@gmail.com](mailto:humanesocietyofkodiak@gmail.com) or by phone at (907) 654-5717.

Respectfully,



Linda J Lance, President

Cc: HSK Board of Directors

Enc.

**HSK Animal Shelter**  
**Profit & Loss by Class**  
 July 2017 through June 2018


	City Contract	Shelter Inc & Exp	TOTAL
<b>Income</b>			
4400 · Fundraising Income			
4405 · Misc. Fund Events Sales	0.00	627.25	627.25
4420 · Merchandise	0.00	5.00	5.00
<b>Total 4400 · Fundraising Income</b>	<b>0.00</b>	<b>632.25</b>	<b>632.25</b>
4600 · Animal Shelter Public Support			
4610 · City of Kodiak Contract	125,000.00	0.00	125,000.00
<b>Total 4600 · Animal Shelter Public Support</b>	<b>125,000.00</b>	<b>0.00</b>	<b>125,000.00</b>
4700 · Animal Shelter Program Income			
4705 · Adoption Fees	0.00	14,820.15	14,820.15
4715 · Kennel Fees	0.00	4,373.59	4,373.59
4725 · Dog License Income	0.00	129.45	129.45
4745 · Borough License	0.00	208.88	208.88
4750 · Reimbursement	0.00	81.48	81.48
<b>Total 4700 · Animal Shelter Program Income</b>	<b>0.00</b>	<b>19,613.55</b>	<b>19,613.55</b>
<b>Total Income</b>	<b>125,000.00</b>	<b>20,245.80</b>	<b>145,245.80</b>
<b>Expense</b>			
6000 · Payroll Expenses			
6010 · Wages	108,877.43	0.00	108,877.43
6020 · Payroll Tax Expense	9,321.26	0.00	9,321.26
6030 · Worker's Compensation	3,813.00	0.00	3,813.00
6000 · Payroll Expenses - Other	182.00	0.00	182.00
<b>Total 6000 · Payroll Expenses</b>	<b>122,193.69</b>	<b>0.00</b>	<b>122,193.69</b>
6100 · Veterinary Services			
6115 · Spay/Neuter	0.00	5,111.62	5,111.62
6150 · Euthanasia			
61051 · Incineration	689.90	0.00	689.90
61052 · Euth Vet Assistance	659.00	0.00	659.00
61053 · Air Freight Expense	1,011.77	0.00	1,011.77
<b>Total 6150 · Euthanasia</b>	<b>2,360.67</b>	<b>0.00</b>	<b>2,360.67</b>
6100 · Veterinary Services - Other	0.00	0.00	0.00
<b>Total 6100 · Veterinary Services</b>	<b>2,360.67</b>	<b>5,111.62</b>	<b>7,472.29</b>
6250 · Dog License Expense	0.00	199.00	199.00
6600 · Office Supplies & Equipment			
6605 · Cleaning Supplies	1,226.74	0.00	1,226.74
6610 · Office Supplies	0.00	2,090.19	2,090.19
6615 · Postage/Freight	0.00	26.60	26.60
6600 · Office Supplies & Equipment - Other	0.00	657.69	657.69
<b>Total 6600 · Office Supplies &amp; Equipment</b>	<b>1,226.74</b>	<b>2,774.48</b>	<b>4,001.22</b>
6700 · Building Expense			
6705 · Electricity	2,460.96	0.00	2,460.96
6710 · Garbage Services	3,801.07	0.00	3,801.07
6715 · Heating Fuel	3,528.56	0.00	3,528.56
6720 · Telephone/Internet	1,331.01	0.00	1,331.01
6725 · Rent	0.00	990.00	990.00
6750 · Maintenance & Repairs	430.00	1,061.45	1,491.45
6700 · Building Expense - Other	0.00	422.00	422.00
<b>Total 6700 · Building Expense</b>	<b>11,551.60</b>	<b>2,473.45</b>	<b>14,025.05</b>
6900 · General Administration			
6905 · Insurance			
69052 · General Liability	1,503.85	0.00	1,503.85
6905 · Insurance - Other	0.00	-2,103.96	-2,103.96
<b>Total 6905 · Insurance</b>	<b>1,503.85</b>	<b>-2,103.96</b>	<b>-600.11</b>
<b>Total 6900 · General Administration</b>	<b>1,503.85</b>	<b>-2,103.96</b>	<b>-600.11</b>
7000 · Bank Fees	0.00	13.29	13.29
9000 · VOID	0.00	0.00	0.00
<b>Total Expense</b>	<b>138,836.55</b>	<b>8,467.88</b>	<b>147,304.43</b>
<b>Net Income</b>	<b>-13,836.55</b>	<b>11,777.92</b>	<b>-2,058.63</b>

FY18	INTAKES											TOTALS
	Impound City	Impound Borough	Drop Off Hut	Surrender City	Surrender Borough	Transfer Shelter	Quarantine	Return Adoption	Return Foster	Boarding		
Animals												
Dogs	45	75	4	18	57	1		6	32	20		258
Cats	19	12		13	14			14	46	15		133
Rabbits												0
Ferrets												0
Birds			1									1
Rodents			1									1
Other												0
TOTALS	64	87	6	31	71	1	0	20	78	35		393
	OUTCOMES											
	Reclaim City	Reclaim Borough	Fostered	Adopted City	Adopted Borough	Adopted: Other	Died	Euth'd	Escaped	TOTAL		
Animals												
Dogs	45	74	7	26	48	2	2	9				213
Cats	11	7	28	25	47	2	2	8				130
Rabbits				1	1							2
Ferrets					1							1
Birds					2							2
Rodents				1	2		1					4
Other												0
TOTALS	56	81	35	53	101	4	5	17	0			352
	END OF YEAR INVENTORY											
	Impounds	Available	Pets In Foster	Baby	Boarding	Not Available	TOTAL PETS IN SHELTER		TOTAL PETS			
Dogs	2	7	12	7	1	2		19		31		
Cats	1	13	16	4	1	1		20		56		
Rabbits								0		0		
Ferrets								0		0		
Birds								0		0		
Rodents								0		0		
Other								0		0		
TOTALS	3	20	28	11	2	3		39		67		
	VOLUNTEERS											
	Cats	Dogs	Dog Walker	Misc	Com Serv	Hope Com	Woody Way	St. Marys	TOTAL HRS			
	109	94.5	67	122	9.25	14	13	5		433.75		

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tvenge, City Manager   
**Date:** September 13, 2018

**Agenda Item:** V. b. Authorization of E-911 Agreement With the Kodiak Island Borough

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**SUMMARY:** Enhanced 911 system equipment and software is used to provide E-911 services to all Kodiak citizens with local telephone exchanges or any local 911 call. The City is responsible for the operation and maintenance of the E-911 system. The Borough may impose an E-911 surcharge pursuant to Alaska State Statute 29.35.131 and will remit to the City, the surcharges collected, less allowable expenses for these E-911 services. The MOA (Attachment A) outlines the responsibilities and financial outlay between the municipalities. The City and Borough Managers have drafted this agreement. Staff recommends authorization of the E-911 Memorandum of Agreement with the Kodiak Island Borough.

**PREVIOUS COUNCIL ACTION:**

- On September 20, 2004, the City and the Borough entered into a three-year agreement for provision of E-911 operation and maintenance services.

**ALTERNATIVES:**

- 1) Council may authorize, amend, or not authorize the MOA.

**FINANCIAL IMPLICATIONS:** The Kodiak Island Borough and the City will annually review the E-911 surcharge and the related expenses to determine whether the current level of the surcharge is adequate, excessive, or insufficient to meet anticipated enhanced 911 system needs (per AS 29.35.131).

**LEGAL:** Collection and usage of E-911 surcharge revenue is governed by Alaska Statute.

**CITY MANAGER'S COMMENTS:** This agreement benefits all Kodiak Island residents and visitors, which includes a recently upgraded E-911 system and a method to offset those costs. In year 2017, Kodiak Dispatch received 19,495 regular phone calls, plus 725 E-911 calls from land lines, plus 2559 E-911 calls from wireless callers, and other non phone (walk in) emergencies. This three-year agreement partners with the KIB to provide Enhanced 911 services to the Kodiak area.

**ATTACHMENTS:**

Attachment A: E-911 Memorandum of Agreement

**PROPOSED MOTION:**

Move to authorize the E-911 Memorandum of Agreement between the Kodiak Island Borough and City of Kodiak, City Record No. 238610, and authorize the City Manager to execute the document on behalf of the City.

**MEMORANDUM OF AGREEMENT**  
**Between**  
**KODIAK ISLAND BOROUGH and CITY OF KODIAK**  
**for**  
**PROVISION OF E-911 OPERATION AND MAINTENANCE SERVICES**

**THIS AGREEMENT** is made and executed on the date and year hereinafter last specified by and between the parties: the City of Kodiak, 710 Mill Bay Road, Kodiak, Alaska (the City) and the Kodiak Island Borough, 710 Mill Bay Road, Kodiak, Alaska (the Borough).

**PURPOSE:** This agreement is to set forth the terms and conditions under which the City will be paid by the Borough for the operation and maintenance of the Kodiak Enhanced 911 System (E-911) including any necessary equipment upgrades.

**WHEREAS:** The Borough is authorized to impose an E-911 surcharge pursuant to AS 29.35.131 and Kodiak Island Borough Resolution 95-45. Since January 1, 1996, telephone companies providing local service have collected a monthly surcharge per local exchange access line, and more recently also on wireless telephone accounts with local billing addresses (Resolution No. FY2018-05) and has remitted the funds so collected to the Borough. The City has provided E-911 services for Kodiak Island, since the inception of the system, as part of the City's public safety answering point (City dispatch).

**WHEREAS:** Enhanced 911 System equipment and software is used to provide E-911 services to all citizens with local telephone exchanges or any local 911 call. The City is responsible for the operation and maintenance of the system. The City is also responsible for payment of monthly preventative maintenance charges and a monthly equipment maintenance charges, in addition to a monthly access line charge. Other operation and maintenance expenses include labor, equipment and software.

**ARTICLE I**

1. Term of Agreement. This Agreement shall become effective upon execution and shall, except as otherwise provided herein, continue in force for a period of three years.
2. Governing Law. The laws of the State of Alaska shall govern this Agreement and any suit or legal action hereon shall be brought only in the courts of said State, in the Third Judicial District at Kodiak Alaska.
3. Miscellaneous.
  - a. Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. It being understood and agreed that neither the method of computing payment nor any other provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of the City as a



- party to the Borough for the provision of E-911 services.
- b. Non-waiver. The failure of either party to insist in any one or more instances upon the strict performance of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment for the future, but the provision or covenant will continue in full force. The waiver by the parties of any provision or covenant in this Agreement cannot be enforced or relied upon unless the waiver is in writing and signed by both parties.
  - c. Severability. If any provision or covenant of this agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.
  - d. Entire Agreement. This Agreement sets forth all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the E-911 System whether oral or written. No modification or amendment of this Agreement is effective unless in writing and signed by both the parties.
  - e. The City of Kodiak is liable for all claims resulting from lawsuits alleging any misuse or lack of support of the E911 system.
  - f. Notice. Any notice required by this Agreement is not effective unless in writing to the appropriate party at the address set forth in this Agreement or to any other address which the parties subsequently designate in writing.
  - g. Notice of Cancellation Required. Sixty (60) days Notice of Cancellation or Change, Non-Renewal, Reduction and/or Material Change shall be sent to: Borough Manager, 710 Mill Bay Road, Kodiak, AK 99615 and or City Manager, 710 Mill Bay Road, Room 115, Kodiak, Alaska 99615.

## **ARTICLE II**

In furtherance of this Agreement, the Borough shall reimburse all the amounts required under this agreement and the City shall operate and maintain the E-911 System.

- 1. Management and Operation of E-911 System.
  - a. The City will furnish, operate and maintain the Kodiak E-911 System twenty-four hours a day, seven days a week.
  - b. The City will contract with Alaska Communication Systems (ACS), for E-911 maintenance services, however provider is subject to change.
  - c. The City will review with the Borough all anticipated equipment and software upgrade and replacement needs for the E911 system on an annual basis.
  - d. The Borough will collect and account for the monthly surcharge received from phone companies providing local service.
  - e. The Borough will submit an income statement and balance sheet of the fund to the City to be included with payments.
- 2. Amount of Agreement, Method and Computation of Payment
  - a. Upon receipt of an invoice detailing the eligible costs the Borough will remit to the City the surcharges collected, less allowable costs. Payment will be made bi-

annually in July and January for eligible expenses.

- b. The City will provide a written report by July 31st of each year detailing the income and expenses of the fiscal year and anticipated future needs for the Borough's review.
- c. The Borough and the City will annually review the E911 surcharge and the related expenses to determine whether the current level of the surcharge is adequate, excessive, or insufficient to meet anticipated enhanced 911 system needs (per AS 29.35.131).
- d. Any remaining surcharge collected by the Borough will remain in a Borough fund to be used for future upgrades and replacement of the system and for Borough expenses directly related to the establishment, maintenance and operation of an E-911 system (per AS 29.35.131.i).

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_, 2018.

City of Kodiak  
710 Mill Bay Road  
Kodiak, AK 99615

Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, AK 99615

\_\_\_\_\_  
Mike Tvenge, City Manager

Attest:

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

\_\_\_\_\_  
Michael Powers, Borough Manager

Attest:

\_\_\_\_\_  
Nova M. Javier, MMC, Borough Clerk


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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager 

**Date:** September 13, 2018

**Agenda Item:** V. c. **Authorization of Building Inspection Memorandum of Agreement With the Kodiak Island Borough**

---

**SUMMARY:** The City and Borough run a joint building inspection program, which was developed in 1988 and revised through a Memorandum of Agreement (MOA) in 1997. An updated MOA between the Kodiak Island Borough and City of Kodiak for the Building Inspection Program has been drafted by the Borough Manager and City Manager (Attachment A), which reflects the cost of the building inspection program to be split equally. They will jointly develop and pay for engineering designs for small residential construction projects that are similar in nature that cannot be built prescriptively under the building code. Also, within the agreement are a zoning compliance program and a fire safety program. The term of this agreement is until June 30, 2023. Staff recommends authorization of the Building Inspection Memorandum of Agreement with the Kodiak Island Borough.

### **PREVIOUS COUNCIL ACTION:**

- February 9, 2016, staff briefed Council on Borough Ordinance No. FY2016-12, eliminating the engineering requirement for certain residential construction.
- June 16, 2016, a memo was sent to Council from City Building Official Doug Mathers explaining the effect of the Borough decision to roll back the 2012 International Residential Code (IRC) to the 1997 Uniform Building Code (UBC).
- June 21, 2016, staff briefed Council on proposed updated building codes.
- City Council has had presentations from the Joint Building Code Review Committee (JBCRC), City Building Official, and staff about this proposed building code change.
- August 9, 2016, Council discussed terminating the Building Inspection Program at a work session.
- August 11, 2016, Council moved to postpone vote to terminate the MOA depending on the outcome of discussions at the joint Council/Assembly work session on August 23, 2016.
- August 23, 2016, Assembly agreed to revisit their goals on the building code changes and notify the City and the JBCRB, and both groups agreed to work toward an updated MOA.
- September 6, 2016, Council discussed the issue at the work session.
- September 8, 2016, at their regular meeting Council further postponed termination of the Building Inspection Program Memorandum of Agreement between the Kodiak Island Borough and City of Kodiak for 90 days from September 8, 2016.
- October 19, 2016, Council and the Assembly received a staff update on the Building Inspection Program Update at a joint work session.

SEPTEMBER 13, 2018

Agenda Item V. c. Memo Page 1 of 3

- December 6, 2016, at a work session Council discussed the MOA and the KIB Ordinance FY2017-22 amending the Building Codes to readopt the 2012 Uniform Building Code for one and two family dwellings and provide for exemptions outside the City limits.
- December 8, 2016, Council wrote a letter to the KIB Mayor and Assembly to express their priorities and support continuing the Building Inspection MOA.

**DISCUSSION:** On April 15, 1988, the Kodiak Island Borough and the City of Kodiak established a single program for inspection of buildings within the jurisdiction of both governments. This agreement was modified in May of 1997 and is the current MOA both governments work from. In 2016, the Assembly voted by ordinance to stop using the 2012 IRC and use the 1997 Uniform Building Code for some residential construction in the Borough. This decision created many unintended consequences and causes of concern by City staff, the JBCRC, and others as the status of inspections was unclear and contrary to the intent of the existing MOA. The City building inspectors have had many interactions with the Borough staff and Assembly in opposition to this regression in building code change. Staff did not want to inspect two different residential codes – 2012 IRC within the City, while using the 1997 UBC for the Borough residents. The consequences may be more than the value of the MOA to the City.

Based on the Assembly’s reversion to the 1997 UBC code, the City Council decided to postpone termination of the MOA at their August 11 meeting until the City and Borough discussed the problems at the joint work session on August 23. The issue was discussed at that meeting, and an agreement was reached to wait for the Assembly to make changes to their building code decision. If the changes are acceptable to the JBCRC and City, a new agreement would be renegotiated by the Managers.

**ALTERNATIVES:**

- 1) Council may authorize, amend, or not authorize the MOA.

**FINANCIAL IMPLICATIONS:** The City Building Inspection offices (Room 207, 208, 209) are provided by the Borough at no cost to the City. The cost of the Building Inspection Program will be split equally between the City and the Borough. Fire inspections conducted by the Kodiak Fire Department outside of the City will be billed separately to the Borough.

**LEGAL:** This agreement provides for the administration and enforcement of the locally adopted codes.

**CITY MANAGER’S COMMENTS:** This is a three-year agreement, and if adopted by both parties, it will establish common requirements for a single building inspection program. As you read from previous Council and Assembly action this program has not always followed in step but would now place consistent building regulations within both jurisdictions. This was a multi-department effort, and credit goes to everyone who spent numerous hours drafting this agreement.

**ATTACHMENTS:**

Attachment A: Building Inspection Memorandum of Agreement

**PROPOSED MOTION:**

Move to authorize the Building Inspection Program Memorandum of Agreement between the Kodiak Island Borough and City of Kodiak, City Record No. 238612, and authorize the City Manager to execute the document on behalf of the City.

**MEMORANDUM OF AGREEMENT**  
**Between**  
**KODIAK ISLAND BOROUGH and the CITY OF KODIAK**  
**for**  
**BUILDING INSPECTION PROGRAM**

On April 15, 1988, the Kodiak Island Borough and the City of Kodiak established a single program for the inspection of buildings within the jurisdiction of both governments. This memorandum of agreement (MOA) reestablishes the parameters of the shared building inspection program that serves the residents of both jurisdictions.

**Objectives**

1. To provide for a single building inspection program for the City of Kodiak and the Kodiak Island Borough.
2. To ensure a consistent application of building regulations in the City of Kodiak and the Kodiak Island Borough.
3. To reduce the total cost of building inspection services in the Kodiak Island Borough and the City of Kodiak.
4. To provide an economical, efficient, and effective building inspection program for residents of the Kodiak Island Borough and the City of Kodiak.

**Points of Agreement**

1. The Kodiak Island Borough (hereinafter "Borough") hereby contracts with the City of Kodiak (hereinafter "City") for building inspection services. Personnel aspects of the program are the responsibility of the City, and the building official and deputy building official shall be employees of the City.
  - A. This service will include the following:
    - (1) a full-time building official;
    - (2) a full-time deputy building official;
    - (3) typical functions associated with an operational building inspection program;
    - (4) administration and enforcement of Borough Code Title 15, Buildings and Construction, including issuing permits, checking plans, performing field inspections, maintaining records of each permit, and maintaining statistical records;
    - (5) records will be kept on each building permit and will include at a minimum, the following applicable information: building permit applications, approved plans and specifications; the as-built site plan; compaction report on engineered fills; and inspection reports on all inspections performed; and
    - (6) issuance of a certificate of occupancy and/or final inspection report when construction, for which a permit was issued, is completed. The borough assessor shall be provided with a copy of all certificates of occupancy and/or final inspection reports on a monthly basis.

- B. The Borough will supply the office space for building inspection program.
  - C. The City will supply the vehicle for the building inspection program.
  - D. Monthly and annual reports of building permit activities will be submitted on forms agreed upon by the Borough and the City Managers.
2. In all cases, the building official will be responsible for ensuring that all structures are in compliance with locally adopted codes. The Borough or the City may, on a case-by-case basis, request from the building official approval to use alternative personnel for ensuring that public construction projects meet adopted codes. The building official may deny approval for the use of alternative personnel based on the lack of appropriate qualifications of the personnel. All code compliance inspection reports or similar records generated for public construction projects shall become part of the building file maintained in the building inspection program office.

If approval is granted by the building official for the use of alternative personnel, a permit fee will not be charged for the portion of the project inspected by the alternative personnel; however, the value of any portion of a public construction project inspected by alternative personnel will be included in the project owner's portion of the permit value calculations for building inspection program operations. If building inspection program staff perform code compliance inspections for a public construction project, then the project will be charged the applicable building permit, electrical permit, or plumbing permit fees, and the project or portion of the project inspected will not be included in the permit value calculations for building inspection program operations.

The cost of the building inspection program will be split equally between the City and the Borough. Payments by the Borough shall be made promptly upon billings submitted by the City.

3. The Borough Community Development Department will work with the City Department of Building Safety to ensure adherence to this MOA is implemented. This MOA is not intended to replace current day-to-day communications between staff, which are encouraged to continue. All policy issues, whether City, Borough, or joint, will be referred to the Borough Manager and City Manager for joint resolution.
- A. The MOA for zoning compliance is incorporated, in total, in this MOA and is labeled Appendix A.
  - B. The MOA for the building fire safety inspection program for the Kodiak road system is incorporated, in total, in this MOA and is labeled Appendix B.
4. The Borough and the City shall review and revise their respective Building Codes and maintain identical regulations that include, but are not limited to, the following:
- A. Building Code;
  - B. Electrical Code;
  - C. Plumbing Code;
  - D. Mechanical Code;
  - E. Fuel Gas Code;
  - F. Fire Code;
  - G. Ordinances providing for fire safety review and approval of plans and specifications, and the enforcement of state fire statutes and regulations;



- I. Building Valuations; and
  - J. Standard plans to address the common projects most often requiring engineering.
5. The Borough shall adopt an ordinance that requires the identification of lot corners in the field prior to commencement of construction.
  6. Insurance
    - A. The City shall provide liability insurance. Upon request the City shall provide the Borough with evidence of the insurance coverage in force. If the Borough should conclude that the insurance coverage obtained by the City is inadequate to protect its interest, the Borough shall give the City written notice of its concerns and shall request that the insurance coverage maintained by the city be broadened or increased in certain particulars.
    - B. Any liability insurance policy obtained by either the City or the Borough shall contain a waiver of all subrogation claims against the other party.
    - C. The Borough agrees to indemnify and hold the City harmless from any and all uninsured claims or damages arising out of actions or omissions of the staff of the building inspection program which are associated primarily with implementation of this agreement with respect to property lying outside of the City and the City agrees to indemnify and hold harmless the Borough from any and all uninsured claims or damages arising out of actions or omissions of the staff of the building inspection program which are associated primarily with implementation of this agreement with respect to property lying within the City.
  7. The Borough and the City shall separately assume any legal costs associated with building inspection program enforcement within their respective jurisdictions.
  8. It is the responsibility of the building inspection program staff to initiate Borough and City building and related code updates. All Borough and City code revisions that may affect the building inspection program shall be provided to the building official for review and comment.
  9. Standard Plans-The City and the Borough will jointly develop and pay for engineering designs for small residential construction projects that are similar in nature that cannot be built prescriptively under the building code. Total annual cost shall not exceed \$15,000 annually, to be split evenly between the parties. The Managers will work together to determine the plans to be developed.
  10. This agreement may be terminated by either party upon ninety (90) days advance written notice to the other party.

**Term of Agreement**

This agreement shall remain in effect from the date of signing until June 30, 2023.

Dated this        day of        , 2018

KODIAK ISLAND BOROUGH

CITY OF KODIAK

\_\_\_\_\_  
Michael Powers, Borough Manager

\_\_\_\_\_  
Mike Tvenge, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Nova Javier, Borough Clerk

\_\_\_\_\_  
Debra Marlar, City Clerk

## **ZONING COMPLIANCE PROGRAM**

### **Appendix A of the Building Inspection Program MOA**

On March 1, 1984, the Kodiak Island Borough (Borough) and the City of Kodiak (City) established a coordinated procedure for the enforcement of zoning regulations within the city limits. This Appendix replaces the original Zoning Compliance MOA of 1984, and provides a procedure for the inspection of zoning requirements through the building inspection program.

#### **Objectives**

1. To provide zoning compliance inspections in conjunction with building inspections as stated in the points of agreement.
2. To ensure a coordinated and consistent zoning compliance inspection program.
3. To provide a specific and acceptable process that defines the responsibilities of the Borough and the City for implementing zoning compliance inspections as a function of the building inspection program.

#### **Points of Agreement**

1. No building permit will be issued without written zoning authorization from the Borough, except as may be otherwise provided for in the Borough Code.
2. Written zoning authorization by the Borough will be on a form provided by the Borough and printed in a format mutually agreed to by the City and the Borough. The format shall include at a minimum the following information:
  - A. property corner markers with identification or other acceptable markers must be in place and available for verification of setback distances; and
  - B. applicant acknowledgment that the information provided on the authorization is correct, and that the applicant agrees to comply with all ordinances and laws regulating zoning compliance.
3. The written zoning authorization will be specific in its identification of regulations that require compliance, including any approvals or conditions specified by the Borough Planning and Zoning Commission.
4. While conducting site inspections as part of the building inspection process, it will be the responsibility of the Department of Building Safety staff to note all violations of the written zoning

authorization and to inform both the applicant and the Borough Community Development Department of any violations including, but not limited to, the following:

- a. setback requirements;
  - b. height restrictions;
  - c. off-street parking requirements and development standards; and
  - d. permitted uses.
5. In cases of confusion or conflict between the applicant and the building inspection program staff over either the written zoning authorization or the imposition of specific zoning regulations, the issue will be brought to the Community Development Department for resolution.
  6. In cases when there are violations of both the zoning and building codes, the Community Development Department and Building Inspection Program staff shall engage in joint signatures on violation letters and joint site inspections.

## **FIRE SAFETY INSPECTION PROGRAM**

### **Appendix B of the Building Inspection Program**

The Kodiak Island Borough and the City of Kodiak wish to establish a coordinated fire safety inspection program throughout each respective jurisdiction.

#### **Objective**

To enforce State fire safety laws as established in AS 18.70 and AS 18.72 and all regulations adopted pursuant to these statutes through a local fire safety program.

#### **Points of Agreement**

1. It will be the responsibility of the City of Kodiak Fire Department to administer and enforce the requirements of the fire safety program on the contiguous Kodiak road system.
2. Additional inspections requested by the Borough will be scheduled in as timely a manner as possible by the City Fire Department.
3. The Borough shall be financially responsible for the fire safety inspection program outside the boundaries of the City.
4. This agreement will adhere to the requirements of the City of Kodiak's deferment from the State of Alaska Fire Marshall and as outlined in AS 18.70 and 18.72

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager 

**Thru:** Craig Walton, Public Works Director and Glenn Melvin, City Engineer

**Date:** September 13, 2018

**Agenda Item:** V. d. Authorization of Change Order No. 1 With Brechan Construction LLC for FY2019 Pavement Repairs, Project No. 19-02/5039

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**SUMMARY:** To keep City streets and parking lots in good driving condition requires a continual asphalt maintenance program. This Change Order No. 1 will utilize the available funding in the project budget to extend paving in the project area to replace additional paving that has deteriorated due to loaded truck traffic exiting the Near Island Quarry. The Engineering department recommends Council authorize Change Order No. 1 to the FY2019 pavement repairs project to Brechan Construction LLC in the amount of \$99,210.

**PREVIOUS COUNCIL ACTION:** Since 2006, the City has authorized multiple contracts to repair sections of street and parking lots in order to keep the paved areas from deteriorating to the point of requiring a complete rebuild. On August 9, 2018, Council awarded the FY2019 Pavement Repairs project to Brechan Construction LLC.

**BACKGROUND:** In each of the last three years the City had funded a pavement repair project with all the focus on the Mill Bay road. The first two years were sole source to Brechan Enterprises Inc. In June another local contractor indicated that they intended to provide road paving services so we prepared the project to bid publicly. This contractor did not submit a bid.

In FY2018 we requested \$250,000 of the designated street funding to go toward pavement repair. We ultimately decided to forgo paving in FY2018 and defer the work to the FY2019 construction season.

**DISCUSSION:** This change order will provide additional removal and replacement of pavement to the northbound lane on Alimaq Drive, which is approximately 1100 feet. This additional pavement will replace a highly deteriorated section of the road that has been repaired multiple times by the City crew but consistently fails due to loaded trucks coming out of the quarry. The southbound lane does not need replacement at this time because it does not get loaded trucks on a regular basis. This paving project was publicly bid and the City received very good unit pricing as compared to previous projects. Good pricing and available project budget present the perfect opportunity to maximize the project benefit.

**ALTERNATIVES:** Council may consider the following:

- 1) Authorize the FY2019 pavement repairs to Brechan Construction LLC, which is staff's recommendation.
- 2) Do not authorize the FY2019 pavement project and patching work, which is not recommended because it would leave Alimaq Drive in deteriorating condition.

**FINANCIAL IMPLICATIONS:** In the FY2019 budget, \$250,000 was added to Project No. 5039, which brought the total to \$375,000. The current unencumbered project balance is approximately \$150,000, which is sufficient to fund the Change Order No. 1 and leave a contingency amount in the project.

**STAFF RECOMMENDATION:** Staff recommends Council authorize Change Order No. 1 for the FY2019 Pavement Repair, Project No. 19-02/5039 to Brechan Construction LLC in amount of \$99,210 with funds coming from the Streets Capital Improvement Fund Project No. 5039, Pavement Repairs.

**CITY MANAGER'S COMMENTS:** This area would have been included in the original scope of work but was left out due to the engineer's estimate. When the pricing bid left room for additional paving it has been added back into the project, hence a Change Order No.1.

**ATTACHMENTS:**

Attachment A: Change Order No. 1

**PROPOSED MOTION:**

Move to authorize Change Order No. 1 for the FY2019 Pavement Repair, Project No. 19-02/5039 to Brechan Construction LLC in amount of \$99,210 with funds coming from the Streets Capital Improvement Fund Project No. 5039, Pavement Repairs and authorize the City Manager to execute the documents on behalf of the City.

Brechan Construction

COK Annual Pavement Repairs FY2019 PN 19-02/5039					
Change Order #1 - Increased Pavement Quantity for Area #2					
9/5/2018					
Item #	Description	Units	Increased Quantity	Unit Price	Extended Price
405 (1-1)	Area 1, Rem and Replace, 3" single Lift	SY	1772.2	\$ 50.00	\$ 88,610.00
405 (1-2)	Area 2, Rem and Repl, 2 ea., 2" lifts	SY	0	\$ 66.50	\$ -
405 (1-3)	Area 1, 1" additional Base	SY	0	\$ 3.00	\$ -
405 (1-4)	Sawcut existing (all areas)	LF	0	\$ 3.50	\$ -
801 (1)	Mob / Demob	Lump Sum	0	\$ 15,000.00	\$ -
802 (6)	Traffic Control	Lump Sum	0	\$ 17,000.00	\$ -
814 (1)	Adjust Manhole	Each	2	\$ 1,000.00	\$ 2,000.00
815 (1)	Adjust Valve Box	Each	0	\$ 500.00	\$ -
CO1-1	Tack Coat	Lump Sum	1	\$ 2,750.00	\$ 2,750.00
CO1-2	Additional Traffic Control	Lump Sum	1	\$ 5,850.00	\$ 5,850.00
			<b>TOTAL</b>		\$ 99,210.00
<b>Change Order #1 - Scope of Work:</b>					
*1100' of North Bound Lane (Uphill Lane) - 14.5' Wide; 3" Thickness					
*Mill Along Centerline - Therefore No Additional Saw cutting					
*Mill 3" Deep on Existing 4" Thick Asphalt - Therefore, Clean & Tack Coat Required Prior to 3" Lift Being Placed					
*Haul Millings to Boat Lift Road for COK Personnel to Place & Compact at Time of Milling Procedure					
*Perform based on City Council award 9-13-18					
*No additional Mob Cost based storing equipment at Near Island landing craft storage and loading pad at no cost to Brechan.					



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**MEMORANDUM TO COUNCIL**

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tvenge, City Manager   
**Thru:** Karl Swanson, Interim Finance Director  
**Date:** September 13, 2018

**Agenda Item:** V. e. Authorization of Bid Award to Knight Technology Group for 30 Microsoft Office Standard 2016 Licenses and 150 Microsoft Office Professional Plus 2016 Licenses

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**SUMMARY:** The City of Kodiak accepted sealed bids for 30 Microsoft Office Standard 2016 licenses and 150 Microsoft Office Professional Plus 2016 licenses. The date of invitation began on July 31, 2018, and closed at 2 p.m. on August 31, 2018. The lowest responsive bidder was Knight Technology Group (KTG). They bid \$6,000 for the Microsoft Standard licenses and \$45,000 for the Microsoft Office Professional licenses. Staff recommends Council authorize the award and purchase to KTG for a total of \$51,000 (Attachment A).

**PREVIOUS COUNCIL ACTION:** None

**DISCUSSION:** There were eight proposals for Microsoft Office Standard 2016 licenses and Microsoft Office Professional licenses submitted to the City at the deadline. The proposals received were as follows: Knight Technology Group; Alaska Communications; MAVEN IT Group; HyperTech USA; Howard Technologies; Fast Server Corp; VTECH Solutions; and Connection Inc. The range of bids was \$51,000 to \$166,717.20 (Attachment B).

**ALTERNATIVES:**

- 1) Authorize the bid award to Knight Technology Group in the amount of \$51,000. Staff believes this alternative is the best option, and is recommended.
- 2) Do not authorize this purchase, which is not recommended.

**FINANCIAL IMPLICATIONS:** These licenses were budgeted in this line item: Machinery and Equipment greater than \$5,000 (100.130.135.470.126).

**LEGAL:** Advertisement was in accordance to KCC 3.12.040.

**STAFF RECOMMENDATION:** Staff recommends Council authorize the award and purchase to KTG for a total of \$51,000 (Attachment A).

**CITY MANAGER’S COMMENTS:** I support staff’s recommendation.

**ATTACHMENTS:**

Attachment A: KTG Bid Quote

Attachment B: Office 2016 Bid Summary

**PROPOSED MOTION:**

Move to authorize bid award to Knight Technology Group for 30 Microsoft Office Standard 2016 Licenses and 150 Microsoft Office Professional Plus 2016 Licenses for \$51,000 with funds coming from Machinery and Equipment greater than \$5,000 and authorize the City Manager to execute the documents on behalf of the City.

Knight Technology Group  
242 Thorncliff Landing  
Acworth, GA, 30101



# Bid No. 2019-00

**Customer**

City of Kodiak  
710 Mill Bar Rd,  
Kodiak, AK, 99615

**Rep: Hunter M**

Item	Model#	QTY	Price	Total Line
Microsoft Office Standard Edition License & software assurance - 1 PC - local - OLP: Government - Win - English	021-05427	30	\$200.00	\$6000.00
Microsoft Office Professional Edition License & software assurance - 1 PC - local - OLP: Government - Win - English	269-05583	150	\$300.00	\$45000.00

**Subtotal \$51,000.00**
**Discount \$0.00**
**Tax \$0.00**
**Total \$51,000.00**

CAGE: 7WVP1

DUNS: 080660105

 \*\*For any questions or concerns please reach out to:  
Hunter Martin

[Hunterm@knighttechnologysupplier.com](mailto:Hunterm@knighttechnologysupplier.com)

843-276-7075

## Office 2016 Bid Summary

Vendor	Meets vendor bid requirements(licensing, sales tax, ect.)	Bid Specifications Met?(is it what we want)	Quoted Price	Local Bidder?
<b>Knight Technology Group</b>	Yes AK Business license	Yes (Confirmed with Vendor)	51,000.00	No
<b>Alaska Communications</b>	Yes AK Business License and Kodiak Sales tax	Yes	63,556.50	No
<b>MAVEN IT Group</b>	Yes AK Business License	Yes	96,300.00	No
<b>HyperTech USA</b>	Yes AK Business License	Yes	109,459.80	No
<b>Howard Technologies</b>	Yes AK Business License	Yes	112,980.00	No
<b>Fast Server Corp</b>	No	Yes	120,777.98	No
<b>VTECH Solutions</b>	Yes AK Business License	Yes	124,831.18	No
<b>Connection Inc.</b>	Yes AK Business License	Yes	166,717.20	No