

## City of Kodiak Regular Council Meeting Agenda for June 25, 2020, 7:30 p.m.

Elected Officials will be participating via Audio/Video Conferencing and/or some in person. Public members are encouraged to tune in to KMXT 100.1 FM. For everyone’s protection, there will be no in-person attendance for this regular meeting in compliance with the Centers for Disease Control and Prevention’s guidance on social distancing. Meeting agendas and packets are available online at <https://www.city.kodiak.ak.us/meetings>

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- I. Call to Order/Roll Call**
  - Invocation/Pledge of Allegiance
  
- II. Previous Minutes**
  - Approval of Minutes of the June 11, 2020, Regular Council Meeting.....1
  
- III. Persons to Be Heard**
  - a. Public Comments (limited to 3 minutes) (486-8610)
  
- IV. Unfinished Business**
  - a. Second Reading and Public Hearing, Ordinance No. 1402, Authorizing a Contract With the Kodiak Historical Society to Operate the Kodiak History Museum Through June 30, 2022.....7
  
- V. New Business**
  - a. First Reading, Ordinance No. 1403, Amending Title 2 and Title 17 of the Kodiak City Code to Establish a Historic Preservation Commission and Register of Historic Places..17
  - b. First Reading, Ordinance No. 1404, Amending Chapter 2.24 Election–Procedures by Creating Section 2.24.250 Emergency Plan .....48
  - c. Resolution No. 2020-17, Accepting a Coronavirus Emergency Supplemental Funds From the Alaska Department of Public Safety for Procurement of Supplies Related to First Responder Efforts to Combat the Impact of COVID-19 .....52
  - d. Authorization of FY2021 Special Services Contract with Alaska Department of Public Safety .....61
  - e. Authorization of Animal Control Services Memorandum of Agreement With the Kodiak Island Borough.....65
  - f. Authorization of Bid Award for Bid No. 2020-006 Sodium Chloride FY2021 .....72
  - g. Authorization of Bid Award for FY2021 Petroleum Products .....77
  
- VI. Staff Reports**
  - a. City Manager
  - b. City Clerk
  
- VII. Mayor’s Comments**
  
- VIII. Council Comments**
  
- IX. Audience Comments (limited to 3 minutes) (486-8610)**
  
- X. Adjournment**

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**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, JUNE 11, 2020**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. and stated for the record that some Elected Officials are participating via Audio/Video Conferencing and Councilmembers Davidson and Whiddon are attending in person. She announced the meeting is broadcasted over KMXT 100. 1 FM and that for everyone's protection, there will be no public in-person attendance for the regular meeting in compliance with the Centers for Disease Control and Prevention's guidance on social distancing. She stated that meeting agendas and packets are available online on the City of Kodiak website.

Councilmembers Laura B. Arboleda, Randall C. Bishop, Charles E. Davidson, Terry J. Haines, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. City Manager Mike Tvenge, City Clerk Nova Javier, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Major Dave Davis called in and gave the invocation and the Pledge of Allegiance was recited.

**II. PREVIOUS MINUTES**

Councilmember Whiddon MOVED to approve the minutes of the May 28, 2020, regular meeting and June 2, 2020, special meeting as presented.

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

**III. PERSONS TO BE HEARD**

**a. Public Hearing: Resolution No. 2020–15, Amending Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks And Recreation), And Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs**

The City sets its fees and charges for various services by a resolution of the Council. The Council has requested a public hearing prior to amending fees, which is scheduled as New Business item V. c, Resolution No. 2020–15, Amending Section 1, (Airport), Section 7 (Fire), Section 11 (Library Services), Section 12 (Parks and Recreation), and Section 13 (Police) of the Schedule of Fees, Charges and Tariffs. The proposed fee changes are recommended to become effective July 1, 2020.

Mayor Branson opened, closed and re-opened the regular meeting after there was no public testimony.

**b. Public Hearing: Resolution No. 2020-16, Amending Section 9 (Harbor Fees) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 by Adopting Port Of Kodiak Tariff No. 13**

The City sets its fees, charges, and tariffs for various services by a resolution of the Council. The Council has requested a public hearing prior to amending fees, which is scheduled as New Business item V. d, Resolution No. 2020–16, Amending Section 9, (Harbor) and adopting Port and Harbor Tariff No. 13.

The Harbor Fees were separated from the other fees due to the postponement of the implementation effective January 1, 2021 per request of the Council.

Mayor Branson opened, closed and re-opened the regular meeting after there was no public testimony.

**b. Public Comments**

Kodiak Island Borough School District Activities Director **Debbie Rohrer** via telephone said she is asking for financial support for students extracurricular activities due to COVID-19. She said a majority of the previous financial support has come from Kodiak’s small businesses; however, due to the economic impact of the coronavirus this is not feasible.

**Colleen N.** via telephone stated she is in support of a bear proof roll-cart for the Hillside and Seelief area residents.

**IV. UNFINISHED BUSINESS**

**a. Second Reading and Public Hearing, Ordinance No. 1398 Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2019 and Ending on the Thirtieth Day of June 2020**

Mayor Branson read Ordinance No. 1400 by title. Ordinance No. 1400 provides for the adoption of the City of Kodiak’s FY 2021 budget. The budget document, which supports the ordinance, estimates all sources of revenue the City anticipates receiving between July 1, 2020, and June 30, 2021. The budget document also establishes an operating and capital expenditure plan for FY2021 that is based on staff’s assessment of operational and community needs and the Council’s FY2021 budget goals. Staff made the FY2021 budget presentation to Council and the public during a special budget work session on April 14, 2020. The Council further discussed the budget at the work sessions of April 22, 2020, and May 26, 2020.

Councilmember Davidson MOVED to adopt Ordinance No. 1400.

Councilmember MOVED to amend Ordinance No. 1400 by substitution of Ordinance No. 1400 (SUB).

Councilmember Whiddon said this allocation of funding for annexation in the amount of \$125,000 was added to the FY2021 budget.

The roll call vote on the amendment was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

Mayor Branson closed the regular meeting, opened and closed the public hearing, and after no public testimony, she reopened the regular meeting.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

## V. NEW BUSINESS

### a. **First Reading, Ordinance No. 1402, Authorizing a Contract With the Kodiak Historical Society to Operate the Kodiak History Museum Through June 30, 2022**

Mayor Branson read Ordinance No. 1402 by title. The City has provided funding to the Kodiak Historical Society (KHS) to help cover operating costs of the Kodiak History Museum (formerly known as Baranov Museum) for many years. In 2017, KHS requested that the City enter into a multi-year operating agreement or contract with them for the services provided at the Kodiak History Museum. The current contract expires June 30, 2020. Ordinance No. 1402 will authorize a new two-year agreement from July 1, 2020, through June 30, 2022. Based on City Charter requirements and previous legal advice, the contract approval is made by Council through the ordinance process. All of the terms in the new contract are the same as the existing contract, but the annual funding level will be set in the FY2021 and FY2022 budgets.

Councilmember Haines MOVED to pass Ordinance No. 1402 in the first reading and advance to second reading and public at the next regular or special meeting.

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

### b. **Resolution No. 2020–15, Amending Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks And Recreation), And Section 13 (Police) of the Schedule of Fees, Charges, and Tariffs**

Mayor Branson read Resolution No. 2020–15 by title. The City sets its fees and charges for various services by a resolution of the Council. It is important to review and adjust the fee schedule on a regular basis to ensure the City is receiving adequate revenues with which to provide services. The City Council identified the importance of an annual review and update of the schedule of fees and charges by including this as a budget goal since FY2011. Staff completed the review and submitted a list of proposed changes to fees pertaining Section 1 (Airport Facilities), Section 7 (Fire Department), Section 11 (Library Services), Section 12 (Parks and Recreation), and Section 13 (Police). The proposed fee changes are recommended to become effective July 1, 2020.

The Harbor Fees will be presented in a separate resolution due to the postponement of the implementation effective January 1, 2021 per request of the Council.

Councilmember Davidson MOVED to adopt Resolution No. 2020–15.

Councilmember Davidson MOVED to amend Resolution No. 2020-15 by substitution of Resolution No. 2020–15 (SUB).

The roll call vote on the amendment was Councilmember Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Bishop, Davidson, Haines, Walker, and Whiddon in favor. The motion passed.

**c. Resolution No. 2020-16, Amending Section 9 (Harbor Fees) and Postponing the Implementation of the Scheduled Rate Increase for Six Months and Replacing Kodiak Tariff No. 12 by Adopting Port Of Kodiak Tariff No. 13**

Mayor Branson read Resolution No. 2020–16 by title. The City sets its fees, charges, and tariffs for various services by a resolution of the Council. It is important to review and adjust the fees, charges, and tariff schedule on a regular basis to ensure the City is receiving adequate revenues to provide services. These Harbor fees are presented in this separate resolution due to the postponement of the implementation effective January 1, 2021 per request of the Council.

Resolution No. 2020–16 provides necessary staff straight time and overtime adjustments, the fee schedule will remain the same at FY2020 rates through January 1, 2021, due to the coronavirus pandemic. There have been a few fees that have been rounded to the nearest cent for ease of harbor billing to comply with KCC 18.28.130 of two equal installments. The Port and Harbor tariff's expired in 2019 and it is imperative that rates be established to maintain competitive rates to operate the Harbor's piers, these tariffs have also been included in the resolution.

Councilmember Walker MOVED to adopt Resolution No. 2020–16.

Councilmember Whiddon commented on the postponement of the harbor rates due to the COVID-19. He provided a fisheries update.

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

**d. Authorization to Cancel the July 9 and August 13, 2020, Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed**

The regularly scheduled Council meetings for July and August may be canceled to reflect the summer meeting schedule. Staff discussed the meeting schedule with the Council at the May 26, 2020, work session, and Council recommended canceling the July 9 and August 13, 2020, regular meetings and scheduling a special meeting if needed.

Councilmember Bishop MOVED to cancel the July 9 and August 13, 2020, regular meetings and authorize the City Manager to schedule a special meeting if needed.

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

## **VI. STAFF REPORTS**

### **a. City Manager**

Manager Tvenge said upon on adoption of Resolution No. 2020-14, Accepting Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from the Alaska Department of Commerce, Community and Economic Development in the amount of \$11,986,902.51 for costs that are for necessary expenditures CARES was submitted last week. He stated there will be three installments to the City of these funds. He spoke of the three new additions to the City's management team; Finance Director Julie Liew, Engineer Matt Holmstrom, and Harbormaster Michael Sarnowski. He said the City is preparing a list of Public Works employees for the Alaska Labor Relations Agency through the State of Alaska for a union petitioner.

### **b. City Clerk**

City Clerk Javier summarized the scheduled upcoming virtual June work session and regular meeting.

## **VII. MAYOR'S COMMENTS**

Mayor Branson welcomed the new City staff. She said the CARES Act funds will be received by the City and she said the City welcomes suggestions and referred the public to the City's website for comments. She stated that the Chief of Police Putney recently provided the Mayor and Council a written overview of Kodiak Police Department policies and practices with the recent lower 48 civil unrest and local protest. She said the information was well articulated and suggested he share the same information with KMXT during their Lowdown session.

## **VIII. COUNCIL COMMENTS**

Councilmember Davidson welcomed all the new employees. He congratulated the 5 and 10 year pin recipients and their contribution to the City. He encouraged the public to wear their mask.

Councilmember Whiddon welcomed the new engineer and finance director. He thanked the staff for their work on the budget. He gave an update that the Kodiak Economic Development Corporation (KEDC) and stated they received 242 small business grant applications and expect they may receive additional ones by mail. He said the Review Committee will meet next week and he said the \$2.4 million will be allocated first before receipt of the remaining CARES funds. He commented on the review of applications, stating it is humbling and gut wrenching. He said being closed for two-months has really been impacted. He spoke of canceled seasons and businesses. He shared that he provided a public testimony to the Borough regarding CARES funds. He said from KEDC Aimee Williams, Sarah Phillips and Mark Anderson have been very dedicated and he thanked the Council for their support.

Mayor Branson thanked Councilmember Whiddon and said he will be providing a webinar next week with the Foraker Group on the model they have used for assisting the local community during this time of economic hardship. Councilmember Whiddon said the model they used is a template used by many communities.

Councilmember Haines said Kodiak recently had the third case of COVID-19. He reminded citizens to stay a fathom apart.

Councilmember Arboleda welcomed the new City employees. She thanked the department heads and staff for their work contributions.

Councilmember Bishop was not available for comments.

Councilmember Walker welcomed Matt, Michael, and Julie. He thanked all the department heads for their work as we get back to normalcy. He wished the fishing fleet safety and he thanked the Council for their work.

**IX. AUDIENCE COMMENTS**

None

**X. ADJOURNMENT**

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:20 p. m.

CITY OF KODIAK

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MAYOR

ATTEST:

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

Minutes Approved:




**UNFINISHED BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tvenge, City Manager   
**Thru:** Josie Bahnke, Deputy City Manager  
**Date:** June 25, 2020

**Agenda Item: IV. a. Second Reading and Public Hearing, Ordinance No. 1402, Authorizing a Contract With the Kodiak Historical Society to Operate the Kodiak History Museum Through June 30, 2022**

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**SUMMARY:** The City has provided funding to the Kodiak Historical Society (KHS) to help cover operating costs of the Kodiak History Museum (formerly known as Baranov Museum) for many years. In 2017, KHS requested that the City enter into a multi-year operating agreement or contract with them for the services provided at the Kodiak History Museum. The current contract expires June 30, 2020. Ordinance No. 1402 will authorize a new two-year agreement from July 1, 2020, through June 30, 2022. Based on City Charter requirements and previous legal advice, the contract approval is made by Council through the ordinance process. All of the terms in the new contract are the same as the existing contract, but the annual funding level will be set in the FY2021 and FY2022 budgets. Staff recommends Council adopt Ordinance No. 1402.

**PREVIOUS COUNCIL ACTION:**

- Council has funded the Kodiak Historical Society to help cover operating costs of the Kodiak History Museum for many years through a line item in the Parks and Recreation portion of the City's operating budget.
- March 25, 2014, work session, KHS made a formal presentation to Council requesting a two-year agreement.
- May 10, 2014, Council supported a two-year agreement for FY2015-2016.
- May 26, 2016, Council adopted Ordinance No. 1348, which authorized a museum services contract through June 30, 2018.
- November 9, 2017, Council passed Ordinance No. 1371 in the first reading and advanced to second reading and public hearing at the next regular or special meeting.
- December 14, 2017, Council adopted Ordinance No. 1371, which authorized a museum services contract through June 30, 2020.
- June 11, 2020, Council passed Ordinance No. 1402 in first reading and advanced to second reading and public hearing at the next regular or special meeting.

**ALTERNATIVES:**

- 1) Council may adopt Ordinance No. 1402 after the public hearing, which is staff's recommendation to ensure continued community access to the museum and its programs and to provide the long-term support the Museum needs to move forward with its redesign project.
- 2) Council may fail or postpone Ordinance No. 1402, which is not recommended, because the Museum needs the City's support to move forward with its redesign project.

**FINANCIAL IMPLICATIONS:** The existing contract includes \$92,700 annually, plus \$2,000 for fire suppression costs. The new contract does not contain a specific amount; it states an amount approved by Council in the annual budget.

**LEGAL:** The City Attorney was consulted about the agreement and process and he prepared the original Ordinance 1348. He said the agreement requires approval through the adoption of an ordinance, per City Charter §V-17 Contracts and Sales, because it is similar to a lease and deals with the disposal of interest in real property belonging to the City.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Ordinance No. 1402. The two-year agreement ending on June 30, 2022, would permit the Kodiak Historical Society to provide museum services and collections to the community through the Kodiak History Museum with terms to be determined by Council for each of the two years, with funds coming from the General Fund, Parks and Recreation, and Museum account.

**CITY MANAGER'S COMMENTS:** The City has provided by contract which included funding to the KHS for many years in order to help them operate the Museum. If Council agrees to the terms of the contract, and wishes to continue the partnership, staff recommends passing Ordinance No. 1402 in the first reading and advance to second reading and public hearing at the next meeting.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1402

Attachment B: July 1, 2020-June 30, 2022, contract between the Historical Society of Kodiak and the City of Kodiak

**PROPOSED MOTION:**

Move to adopt Ordinance No. 1402.

**CITY OF KODIAK  
ORDINANCE NUMBER 1402**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK  
AUTHORIZING A CONTRACT WITH THE KODIAK HISTORICAL SOCIETY TO  
OPERATE THE KODIAK HISTORY MUSEUM THROUGH JUNE 30, 2022**

WHEREAS, the City owns real property located at 101 E. Marine Way, Kodiak, Alaska, and the building located thereon known as the Kodiak History Museum (“Museum”); and

WHEREAS, the Kodiak Historical Society currently operates a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned by the Kodiak Historical Society (“Collection”); and

WHEREAS, because of the Kodiak Historical Society’s experience operating the Museum and its ownership of the Collection, the Kodiak Historical Society is the only source for such services, and it is in the best interest of City and its residents that City contract with the Kodiak Historical Society for such services on a sole source basis under Kodiak City Code 3.12.070(d) and;

WHEREAS, the Kodiak Historical Society has an existing contract to operate the Museum through June 30, 2020; and

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

**Section 1:** Notwithstanding anything to the contrary in Kodiak City Code Chapter 18.20, the Council of the City of Kodiak hereby authorizes the Contract for Museum Services with the Kodiak Historical Society for a term commencing July 1, 2020, and ending June 30, 2022, for the operation of the Museum.

**Section 2:** The form and content of the Contract for Museum Services hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Contract for Museum Services to the Kodiak Historical Society behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Contract for Museum Services as executed.

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

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

First Reading:  
Second Reading:  
Effective Date:

**CITY OF KODIAK  
CONTRACT NO. 249732  
MUSEUM SERVICES**

**CONTRACT FOR MUSEUM SERVICES** dated as of July 1, 2020, by and between the City of Kodiak, an Alaska municipal corporation (“City”), whose address is 710 Mill Bay Road, Kodiak Alaska, and the Kodiak Historical Society, an Alaska nonprofit corporation (“Contractor”), whose address is 101 E. Marine Way, Kodiak Alaska.

WHEREAS, City owns real property located at 101 E. Marine Way, Kodiak, Alaska, and the building located thereon known as the Kodiak History Museum (“Museum”); and

WHEREAS, Contractor currently operates a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned by Contractor (“Collection”); and

WHEREAS, because of Contractor’s experience operating the Museum and its ownership of the Collection, Contractor is the only source for the services that it is to provide under this Contract, and it is in the best interest of City and its residents that City contract with Contractor for such services on a sole source basis under Kodiak City Code 3.12.070(d).

NOW, THEREFORE, for and in consideration of the premises, and the terms, covenants, conditions, and provisions contained herein, it is the parties agree as follows:

**ARTICLE I**

**Provision of Services, Term, Compensation**

**Section 1.1. Agreement to Provide Services.** Contractor shall operate the Museum and provide museum services for the City as described in Article II.

**Section 1.2. Term of Contract.** The term of this contract commences July 1, 2020, and expires June 30, 2022, provided that either party may terminate this contract upon thirty (30) days written notice to the other party.

**Section 1.3. Compensation.** City shall pay Contractor the following annual fees for the services that Contractor provides under this contract. The annual fee shall be identified and approved by City Council in the annual budget and be payable to Contractor in advance in equal quarterly installments on the first days of July, October, January and April; provided that the first quarterly installment shall be due on the day following the effective date of City Council approval of this contract.

## **ARTICLE II**

### **Scope of Services**

**Section 2.1. Scope of Work in General.** Contractor shall provide museum operation services at the Museum, including without limitation collections care, management of Contractor's archives, exhibitions, educational programs, and building stewardship.

**Section 2.2. Specific Museum Management Duties.** Subject only to the limitations set forth in this Contract, Contractor shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Museum during the term of this contract, including without limitation the following:

(a) Employ, pay, supervise, and discharge all employees as deemed necessary by Contractor for the operation of the Museum;

(b) Adopt and implement all policies relating to the acquisition, accession, loan, care, storage, deaccession, and disposal of the Collection in accordance with the standards defined by the American Alliance of Museums;

(c) Adopt and implement the exhibition, interpretation, display and public access of the Collection in accordance with the standards defined by the American Alliance of Museums;

(d) Adopt and implement the historical, educational and research policies, programs and activities of the Museum;

(e) Properly maintain all Collection inventory records, accession records, condition assessment and conservation records, and exhibition records;

(f) Adopt and implement the budgetary and fiscal policies of the Museum, including the establishment of admission fees and other fees and charges for other program services;

(g) Keep and maintain the financial books and records of the Museum in accordance with generally accepted accounting principles;

(h) Adopt and implement the building and maintenance policies for the Museum;

(i) Adopt and implement the best practices for building stewardship of the Museum;

(j) Adopt and implement policies relating to the ancillary activities and services offered at the Museum; and

(k) Adopt and implement policies relating to the promotion and publicity of the Museum.

In performing its duties under this Section, Contractor shall exercise the same degree of care and skill exercised by nonprofit corporate owners and managers of similar local/regional history museums in the United States and shall comply in all material respects with all laws applicable to the conduct of its business and the use and operation of the Museum.

**Section 2.3 Public Museum.** Contractor shall operate the Museum as a facility open to the general public, subject to such reasonable rules and regulations as Contractor may promulgate in its discretion from time to time regarding matters that include without limitation admission fees; days and hours of operation; the safety of employees and the general public; the safety, protection and security of the Collection; the anonymity of donors who desire anonymity; and, to the extent required by law, the confidentiality of employee records and business records.

**Section 2.4. Collection.** Contractor shall have full responsibility for the maintenance, care, documentation and use of the Collection. The accession and deaccession of Collection items as

well as their management, care, documentation and use shall be governed by Contractor's Collection Management Policy and in accordance with standards defined by the American Alliance of Museums. The Collection will be used for exhibitions, research and public programs at the discretion of Contractor in accordance with its mission and in order to provide museum services to the City.

**Section 2.5. Contractor Employment Responsibilities.** All services required under this Contract shall be performed by Contractor or under its supervision. Contractor shall employ at its own expense all personnel required to perform Contractor's services under this Contract in a timely and proper manner. Such personnel shall not be considered contractors or employees of the City, and the City shall have no responsibility or liability whatsoever to any Contractor personnel, or for their acts or omissions.

**Section 2.6. Alterations and Improvements to Museum.** Contractor may make whatever nonstructural alterations or improvements to the Museum that it deems necessary or desirable in the best interests of the Museum. Contractor shall make no structural alterations or additions to the Museum or any associated City property without the written consent of the City. Unless otherwise provided in such written consent, any structural improvements or additions constructed by the Contractor shall become the City property upon substantial completion. All such nonstructural or structural alterations, improvements and additions, regardless of how funded, shall be part of the Museum real property and shall be subject to the terms of this Agreement.

**Section 2.7. Personal Property.** Contractor may furnish, install and maintain at the Museum any and all personal property which Contractor deems necessary or desirable in connection with the operation of the Museum. All tangible personal property acquired by City or Contractor and installed in or located at the Museum, regardless of how funded, shall be deemed to be subject to the terms of this Contract. All personal property installed in or located at the Museum shall be the property of Contractor. Contractor may alter, rehabilitate and improve such personal property in such manner, as it deems necessary or desirable in the best interests of the Museum.

**Section 2.8. No Liens.** In performing any work required or permitted under this contract, Contractor shall keep the Museum free of all liens, and hold the City harmless from liability for any such liens, including costs and attorney fees.

### **ARTICLE III Payment of Expenses**

**Section 3.1. In General.** Except as this Article provides otherwise, Contractor shall bear all costs and pay all expenses incurred in providing the services required under this contract.

**Section 3.2. Utilities.** City shall pay the costs of the following utility services provided to the Museum: fuel oil, heat, electricity, water and sewer. Contractor shall pay the costs of telecommunications utility services and, except as provided in the preceding sentence, any and all other utilities provided to Contractor at the Museum.



**Section 3.3. Repairs and Maintenance.**

- (a) Contractor shall provide at its expense the following at the Museum:
  - (1) Interior janitorial services
  - (2) Replacement of light bulbs and receptacles as needed
  - (3) Exhibit construction and maintenance
  - (4) Flower beds and plant box plantings and maintenance
  - (5) Boiler system annual inspections
  - (6) Fire alarm and suppression system annual inspections
- (b) City shall provide at its expense the following at the Museum:
  - (1) Maintenance of electrical, water and sewer utility facilities
  - (2) Snow removal from the parking lot and pedestrian walkways
  - (3) Lawn mowing and general landscaping
  - (4) Maintenance or replacement of sidewalk and parking lot pavement
  - (5) Structural building maintenance or replacements when funds are available
  - (6) Disposal of trash from receptacle outside of building

**ARTICLE IV  
Indemnification and Insurance**

**Section 4.1. Indemnification.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this contract.

**Section 4.2. Insurance.**

(a) Contractor, at its expense, shall provide the following insurance coverages for its performance under this contract, and shall provide to City certificates of insurance and/or policies acceptable to City therefore at the time this contract is executed:

(1) Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(2) Workers' Compensation Insurance. Contractor shall provide and maintain, for all employees of Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045 or any other applicable statutes or regulations. Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.

(b) Additional Insurance Requirements. Each policy of insurance that Contractor provides under this section shall:

(1) List the as additional insureds City, including all elected and appointed City officials, all City employees and volunteers, all City boards, commissions and/or authorities and their board members, employees, and volunteers, and waive subrogation in favor of the foregoing;

(2) Provide coverage that is primary to City and not contributing with any other insurance or similar protection available to City, whether other available coverage be primary, contributing, or excess;

(3) Require sixty (60) days written notice of cancellation non-renewal, reduction and/or material change addressed to: City Clerk, 710 Mill Bay Road, Room 110, Kodiak, AK 99615.

(c) Continuation of Coverage. If the above coverage expires during the term of this Contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date. Contractor shall not commence operations under this Contract until it has obtained the coverage required under the terms of this Contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska and acceptable to City. If Contractor fails to comply with the insurance requirements of this contract, City may terminate this contract on ten (10) days written notice. Contractor covenants to maintain all insurance policies required in this Contract 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 Contract shall cover all claims arising in connection with Contractor's performance under this contract, whether or not asserted during the term of this contract and even though judicial proceedings may not be commenced until after this contract expires.

## **ARTICLE V Miscellaneous**

**Section 5.1. Independent Contractor.** Notwithstanding anything to the contrary contained herein, this contract shall not be deemed or construed to make the parties hereto partners or joint venture's, to render either party liable for any of the debts or obligations of the other, or to make either party the agent of the other or to bind or obligate the other in any manner to any third party. Without limiting the generality of the foregoing, the employees of Contractor are not City employees and are not entitled to any of the benefits City provides for its employees, including without limitation, health, life or disability insurance, sick or annual leave, or worker's compensation.

**Section 5.2. Authority of Signers.** Each individual executing this contract hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this contract to the terms hereof.

**Section 5.3. Entire Agreement; Amendment.** This contract constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein. This Agreement may be amended only by a written instrument executed by each of the parties hereto.

**Section 5.4. No Waiver.** No waiver of any condition or provision of this contract by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

**Section 5.5. Severability.** If any provision of this contract is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this contract and replaced by a valid provision as close in meaning and intent as the excised provision as circumstances require, and this contract shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

**Section 5.6. Assignment or Delegation.** Contractor may not assign its rights or delegate its duties under this contract, or any part of it, except with the prior written consent of City.

**Section 5.7. Governing Law.** This contract shall be governed by the laws of the State of Alaska and any suit or legal action hereunder shall be brought only in the courts of said State, in the Third Judicial District at Kodiak.

**Section 5.8. Notice.** Any notice required by this contract must be hand delivered or sent by first class mail to the appropriate party at the address set forth above the signatures below, or any other address which the party subsequently designates in writing.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF KODIAK  
710 Mill Bay Road  
Kodiak, AK 99615

KODIAK HISTORICAL SOCIETY  
101 E Marine Way  
Kodiak, AK 99615

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

\_\_\_\_\_  
President

Attest:

Witness:

\_\_\_\_\_  
Nova Javier, City Clerk

\_\_\_\_\_

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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 and Nova M. Javier, City Clerk  
**Date:** June 25, 2020  
**Agenda Item:** V. a. **First Reading, Ordinance No. 1403, An Ordinance of the Council of the City of Kodiak Amending Titles Two and Fourteen of the Kodiak City Code to Establish a Historic Preservation Commission (HPC) and Register of Historic Places**

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**SUMMARY:** The National Historic Preservation Act of 1966 established a federal and state partnership and created a national preservation program. In 1980, the Certified Local Government (CLG) Program was added to include local governments into the program. Applying for the Historic Preservation Program and establishing a Historic Preservation Commission empowers the City of Kodiak to identify, preserve, and protect the rich history of Kodiak Isle. This ordinance accomplishes both endeavors.

**PREVIOUS COUNCIL ACTION:** The City Council discussed participation in the Certified Local Government Historic Preservation Program on the following work sessions:

- September 12, 2019
- September 24, 2019
- March 10, 2020

**DISCUSSION:** This ordinance is permanent in nature and will be incorporated in the City code to establish a Historic Preservation Commission. Staff also recommends that a memorandum of understanding be entered into by the City of Kodiak and the Kodiak Historical Society for the provision of administrative support to the Historic Preservation Commission.

**ALTERNATIVES:**

- 1) Pass Ordinance No. 1403 in first reading to advance to second hearing and public hearing.
- 2) Council may amend Ordinance No. 1403.

**FINANCIAL IMPLICATIONS:** Becoming a Certified Local Government opens up opportunities for the City to apply for grant funds and other resources. These grant funds could potentially be utilized for the maintenance of historical buildings on City property.

**LEGAL:** The ordinance was drafted by the City attorney.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Ordinance No. 1403 after the public hearing.

**CITY MANAGER’S COMMENTS:** Historic Preservation through partnership is the goal of the Certified Local Government Program. Participation in this program along with local partners, State Historic Preservation Office, and the Federal National Park Service will help Kodiak save irreplaceable historic character of places. Adoption of this ordinance to establish a Historic Preservation Commission and participate in the Certified Local Government Program demonstrates local commitment to saving what is important from the past for future generations, opens doors to funding, technical assistance and other preservation successes.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1403

Attachment B: Historic Preservation Program Application

Attachment C: AS Chapter 41.35 – Historic Preservation Act

Attachment D: Memorandum of Understanding

**PROPOSED MOTION:**

Move to pass Ordinance No. 1403 in the first reading and advance to second reading and public hearing at the next regular or special meeting.

**CITY OF KODIAK  
ORDINANCE NUMBER 1403**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING TITLES 2 AND 17 OF THE KODIAK CITY CODE TO ESTABLISH A HISTORIC PRESERVATION COMMISSION AND REGISTER OF HISTORIC PLACES**

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

**Section 1: Amendment to Title 2.** Kodiak City Code Title 2 is hereby amended by inserting a new Chapter 2.40 as follows:

**CHAPTER 2.40: HISTORIC PRESERVATION COMMISSION**

- 2.40.010 Commission established; membership
- 2.40.015 Appointment
- 2.40.020 Officers
- 2.40.025 Meetings
- 2.40.030 Minutes and reports
- 2.40.035 Conflicts of interest
- 2.40.040 Procedure
- 2.40.045 Duties and responsibilities
- 2.40.050 Support staff

**2.40.010 Commission established; membership.**

- (A) The Historic Preservation Commission is hereby established.
- (B) The commission shall consist of seven members. Four commissioners shall be appointed who reside in the city, and who have demonstrated interest in or knowledge of historic preservation, history, anthropology, and/or architecture and three commissioners who may reside outside the city filling the professional designated positions of historian, anthropologist, and architect as required by the National Park Service regulations.

**2.40.015 Appointment.**

- (A) Commissioners shall be appointed by the mayor, subject to approval of the council.
- (B) The term of each commissioner shall be three years. The terms of initial appointments shall be staggered so that a nearly equal number of commissioners shall be appointed each year. A commissioner shall serve until the expiration of the commissioner's term.
- (C) Unless stated otherwise, the office of a commissioner shall become vacant upon:
  - (1) the delivery of the commissioner's written resignation to the mayor, or
  - (2) the failure of the commissioner to attend two consecutive commission meetings without excuse.
- (D) Vacancies may be filled by mayoral appointment subject to approval of the council and such commissioner shall serve the remainder of the term to which the commissioner was appointed.

**2.40.020 Officers.**



the commission shall appoint from its members a chair and a vice-chair for a term fixed by the commission. The vice chair shall act as chair in the absence of the chair.

**2.40.025 Meetings.**

- (A) The commission shall meet at least twice each calendar year. The chair may call a special meeting of the commission.
- (B) A majority of the commissioners shall be a quorum. In the absence of quorum, any number less than a quorum may recess a meeting to a later time or date.
- (C) A commissioner intending to be absent at a regular meeting shall request permission to be absent from the chair in advance of the meeting. During a meeting, the chair will declare, for the record, if an absent commissioner is excused or unexcused. Minutes shall reflect when an absent commissioner is excused or unexcused.
- (D) All meetings shall be public and public notice of all meetings shall be given.

**2.40.030 Minutes and reports.**

The commission shall keep minutes of meeting proceedings and such minutes shall record the vote of each commissioner upon every question. Upon approval, the minutes shall be immediately filed with the city clerk and shall be a public record open to inspection. The commission shall prepare an annual report to be submitted to the council.

**2.40.035 Conflicts of interest.**

- (A) No commissioner may vote on any question upon which the commissioner has a substantial financial interest.
- (B) A professional member of the commission does not have a conflict of interest by virtue of the commissioner's profession.
- (C) A commissioner may concurrently hold another office in city, borough, state, or federal government.

**2.40.040 Procedure.**

Commission meetings shall be governed by the chair according to rules and order of business, which the commission may establish in writing. In all matters of procedure not covered by rules adopted by the commission, conduct of the meetings shall be governed by the chair according to Robert's Rules of Order.

**2.40.045 Duties and responsibilities.**

- (A) The commission shall conduct, or cause to be conducted, a survey of the historic, architectural, and archeological resources within the city. The survey shall be compatible with the Alaska Heritage Resources Survey and be capable of being readily integrated into statewide comprehensive historic preservation planning, and other planning processes. Survey and inventory documents shall be maintained by the city and released on a need-to-know basis to protect the site location from possible vandalism. The survey will be updated at least every ten years.

- (B) The commission shall serve as the historic preservation review commission for the city for the purpose of qualifying the city as a certified local government to review nominations to the National Register of Historic Places and for the purpose of consulting with federal and State authorities in the § 106 review under to the National Historic Preservation Act. The commission shall review and comment on all proposed National Register nominations for properties within the boundaries of the city to the State Historic Preservation Officer. Recommendations on nominations shall be transmitted to the State Historic Preservation Office through the mayor. When the commission considers a National Register nomination or participates in a § 106 consultation requiring expertise or knowledge of an area in which the commissioners do not possess, the commission shall consult with experts in that area before making a recommendation. Review and consultation made under the National Historic Preservation Act shall be an independent review of the commission.
- (C) The commission may make and receive recommendations to and from the Kodiak Island Borough Architectural/Engineering Review Board and Planning and Zoning Commission.
- (D) The commission shall act in an advisory role to other officials and to city departments regarding the identification and protection of local historic and archaeological resources and historic preservation planning. Subject to (B) and (C) of this section, the commission shall not make any applications or endorsements to other agencies, entities, or governmental units on behalf of the city without prior approval by the city council.
- (E) The commission shall support the enforcement of the Alaska Historic Preservation Act.
- (F) The commission shall work toward the continuing education of the public regarding historic preservation and the community's history.
- (G) At least twice yearly, the commission shall review and, where it deems appropriate, recommend to the council nominations to or deletions from the Register of Historic Places. Recommendations shall be made through the city manager to the city council.

**2.40.050 Support staff.**

The Kodiak Historical Society shall provide technical assistance and staff support to the Historic Preservation Commission.

**Section 2: Amendment to Title 14.** Kodiak City Code Title 14 is hereby amended by inserting a new Chapter 14.52 as follows:

CHAPTER 14.52 REGISTER OF HISTORIC PLACES.

14.52.010 Register established

**14.52.010 Register established.**

- (A) A Register of Historic Places is hereby established to provide for public recognition of local cultural resources worthy of preservation.
- (B) Criteria for selection and placement on and removal from the Register of Historic Places shall be set by resolution of the Historic Preservation Commission.

- (C) Additions to or deletions from the Register of Historic Places must be requested in writing and submitted to the Historic Preservation Commission by the owner of a majority interest in the property proposed to be added or deleted.
- (D) The Historic Preservation Commission’s recommendations for additions to or deletions from the Register of Historic Places are subject to approval by resolution of the city council.

**Section 3: Effective Date.** This ordinance shall go into effect one month after its passage and publication.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

First Reading:  
Second Reading:  
Effective Date:

CERTIFIED LOCAL GOVERNMENT  
HISTORIC PRESERVATION PROGRAM, ALASKA

**Minimum Requirements and Responsibilities  
of Certified Local Governments (CLG) in Alaska.**

1. The local government will support enforcement of state and local legislation to protect historic properties.
  - a. Enforce the [Alaska Historic Preservation Act](#) whenever appropriate.
  - b. Adopt and enforce a local historic preservation ordinance.
2. The local government will establish an adequate and qualified historic preservation commission by ordinance.
  - a. Make a reasonable effort to appoint to the commission an archaeologist, historian, and an architect or historical architect. The membership should include Alaska Natives. The commission must have at least 7 members and meet a minimum of twice a year.
  - b. If individuals from any of the three professions listed above are not available, arrangements must be made to consult with professionals on an as needed basis.
  - c. The historic preservation commissions duties should include at a minimum:
    - i. Develop a local historic preservation plan, including provisions for identification, protection and interpretation of the area's significant cultural resources.
    - ii. Review and make recommendations about local projects that might affect properties identified in the historic preservation plan.
    - iii. Develop and review nominations to the National Register of Historic Places for properties within the local government's jurisdiction.
3. The local government will maintain a system for the survey and inventory of historic properties.
  - a. Establish an inventory system which is compatible with the [Alaska Heritage Resources Survey](#) inventory.
  - b. Establish policies and procedures for access and use of the inventory that address sensitive site location information.
4. The local government will provide for adequate public participation in the local historic preservation program.
  - a. Provide for public participation in development and review of a local historic preservation plan.
  - b. Invite public comment in its review of nominations to the National Register of Historic Places.
  - c. Provide for open meetings.
  - d. Maintain publicly available minutes of all meetings and records of actions taken by the commission.
5. The local government will provide the following to the Alaska Office of History and Archaeology:
  - a. A draft of the local historic preservation plan for review and comment.
  - b. An annual report of all its historic preservation activities following the Alaska Certified Local Government Report format found at <http://dnr.alaska.gov/parks/oha/clg/akclg.htm>.
  - c. Annual updates of new sites to the AHRS.
  - d. A list of all new commission members and their qualifications as part of its annual report.

*Additional information on the requirements of the Alaska Certified Local Government Program  
can be found in the [State Guidelines and Application for Certification](#).*

## CERTIFIED LOCAL GOVERNMENT HISTORIC PRESERVATION PROGRAM, ALASKA

### Certification Procedures

It is the local government, not the commission, that is certified. The jurisdiction of the CLG is that of the local government and must coincide with its geographic boundary. A local government, however, may perform required CLG activities through existing historic district commissions or other qualified agencies or organizations. Such arrangements must be detailed in written agreements in which the SHPO has concurred, that specify the responsibilities, authority, and accountability of each party. Each party must meet Alaska's CLG requirements pertinent to its CLG activity.

1. An application for CLG certification is to be made by the chief elected or appointed official of the local government to the Alaska SHPO. The application must include:
  - a. Documentation showing applicant meets the federal definition of a local government and has the authority to enforce legislation for the designation and protection of historic properties.
  - b. A statement that the local government will comply with all appropriate federal and state historic preservation laws and regulations.
  - c. The local historic preservation ordinance.
  - d. A copy of the most recent version of the local government's comprehensive plan.
  - e. Resumes for the historic preservation commission: archaeologist, historian, architect or architectural historian, and the names and occupations of all other members with a statement of each member's expertise. If a professional position is not filled, the name and resume of the consultant who will be used must be provided.
  - f. A list of properties in its cultural resources inventory.
  - g. A copy of the local government's historic preservation plan, outline, or draft.
  - h. An explanation of how the public will participate in the local historic preservation program.
  - i. An explanation of how a qualified local commission will review National Register of Historic Places nominations.

- j. A narrative and flow chart explaining how local projects that might affect historic properties will be reviewed by the commission, and position titles of those individuals involved in the review process.
  - k. A copy of the certification agreement.
2. Review of the application for CLG certification will be done by the SHPO and NPS staff within 45 days of receipt. Additional documentation or clarification may be requested from the applicant. A representative of the SHPO may conduct an on-site visit to:
    - a. determine that the systems documented in the application are in place,
    - b. assist the local government in establishing an inventory compatible with the AHRS, and
    - c. provide orientation and training to the local government staff and members of the local preservation commission.
  3. The SHPO will notify the local government in writing within 30 days whether or not the local government meets the state requirements for certification.
  4. If the application meets the requirements, the SHPO will send the package to the NPS for concurrence. The NPS has 15 working days to review the package. If the NPS concurs with the SHPO recommendation for certification, the NPS will notify the SHPO in writing and send a copy of the letter to the CLG.
  5. A certification agreement signed by the CLG and the SHPO completes the certification process. The effective date of certification is the date the SHPO signs the certification agreement. The agreement remains in effect until the CLG requests decertification or the SHPO decertifies the CLG.
  6. A local government certification agreement can be changed when the SHPO and CLG agree. In such event a request is sent to the NPS for concurrence. The NPS will notify the SHPO in writing of its concurrence with any changes and send a copy of the letter to the CLG. NPS written concurrence must be received before changes will be in effect.

Make sure to highlight on Social Media and in Heritage once a new CLG is certified!  
And update the Alaska CLG webpage to add the new CLG  
<http://dnr.alaska.gov/parks/oha/clg/AlaskaCLG.htm>

**Alaska Certified Local Government  
Historic Preservation Program  
Application for Certification**

State Historic Preservation Officer  
Office of History and Archaeology  
Alaska Department of Natural Resources  
550 West 7<sup>th</sup> Avenue, Suite 1310  
Anchorage, AK 99501-3565

This is an application for certification under the Certified Local Government  
Historic Preservation Program:

City or borough:

Mailing address:

Submitted by,

\_\_\_\_\_  
Applicant's authorized signature

\_\_\_\_\_  
Applicant's printed name, title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone number / email address

Date received (to be completed by Alaska Office of History and Archaeology):

\_\_\_\_\_

*Alaska Certified Local Government Historic Preservation Program*

1. Attach documentation showing applicant meets the federal definition of a local government and has the authority to enforce legislation for the designation and protection of historic properties.
2. Attach documentation demonstrating applicant has authority to enter into this agreement.
3. Attach a copy of the local historic preservation ordinance, or a draft with a probable timetable for implementation.
4. Attach a statement indicating that as a Certified Local Government (CLG), the government entity will comply with all appropriate federal and state historic preservation laws, regulations and guidelines enforcing legislation for the designation and protection of historic resources.
5. Attach a copy of the most recent version of the local government's comprehensive plan.
6. Attach information for implementing the following responsibilities of the local government as a CLG:
  - a. Having an outline, draft, or adopted local historic preservation plan.
  - b. Maintaining a system for survey and inventory of historic properties, with a list of known historic and archaeological properties in the community.
  - c. Providing for adequate public participation in the local historic preservation program.
  - d. Reviewing National Register of Historic Places nominations through a qualified local commission.
  - e. Reviewing projects that might affect historic properties (include position titles for those involved in the review process.)



7. List all commission members.

Professional

Other

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Attach resumes for architect or architectural historian, historian, and archaeologist.

If the commission does not include the requisite professional members, attach information explaining how the expertise will be obtained when needed, and provide the name and resume of the consultant who will be used.

8. Attach a copy of the partially completed Certification Agreement.

## Annual Certified Local Government Report

The *Alaska Certified Local Government Historic Preservation Program State Guidelines* call for each Certified Local Government (CLG) to submit an annual report of its activities to the Alaska Office of History and Archaeology for the past calendar year (January 1- December 31). The purpose of the annual report is to provide information on the local government's historic preservation activities. This information helps the Office of History and Archaeology to evaluate local CLG programs and to be aware of the activities of the historic preservation commissions around the state. Please complete the following questions and provide any additional information in attachments. If you do not wish to use the form please be sure all questions are addressed in your report.

Name of CLG:

Date of Report:

Prepared by:

### A. LOCAL PRESERVATION ORDINANCES:

1. Have there been any new ordinances, amendments or proposed amendments made to the local historic preservation ordinance? If yes, please attach.

Yes             No

2. Have there been any changes or proposed changes regarding historic preservation to the local comprehensive plan? If yes, please attach.

Yes             No

### B. LOCAL HISTORIC PRESERVATION COMMISSION:

1. Please list the current members of the historic preservation commission noting the disciplines they fill (archaeologist, historian, architect/historical architect, Alaska Native, and general).

2. Have there been any new members appointed to your commission?

Yes             No

3. If yes, please attach a resume for any *new* professional members (archaeologist, historian, architectural historian or architect), and a short statement of occupation and expertise for any *new* non-professional members.

3. Are there any vacancies on the commission?

Yes             No

5. If yes, list the positions that are vacant noting duration and efforts to fill them.

6. Please provide us with the dates of commission meetings.

7. Please attach copies of your meeting minutes for the year.

Attached       Not Attached

8. Please list any CLG or historic preservation related training sessions or workshops attended by commission members and staff.

**C. SURVEY AND INVENTORY OF HISTORIC PROPERTIES:**

1. Has your CLG conducted any local surveys in the past year? *If you answer yes please complete questions 2-4.*

Yes             No

2. Please summarize the survey activity, including the number and types of surveys conducted and the total amount of acreage covered. *If you provide this information in an attachment please note below.*

3. How many historic properties were recorded and reported to the Alaska Heritage Resources Survey (AHRIS)?

4. Please provide, in an attached document, a summary of the results of each survey conducted, including type of resources recorded, the number of new sites or structures recorded, the number of properties investigated during the survey, and the number of volunteers and property owners involved.

5. Do local government staff and non-staff researchers use the local cultural resources inventory?

Yes             No

6. If yes, please provide an estimate of how often and by which users your inventory is used.

**D. PRESERVATION PLANNING ACTIVITIES:**

1. Are you currently working on writing or updating your local preservation plan?

Yes             No

2. If yes, please provide us with a brief summary of your progress writing or updating your local preservation plan.

3. If you have an adopted preservation plan how are you implementing the plan's goals and objectives?

**E. NATIONAL REGISTER PROGRAM PARTICIPATION:**

1. Has your commission evaluated any properties for listing in the National Register of Historic Places in the past year? *If you answer yes please complete questions 2-5.*

Yes             No

2. Please provide a list of names and locations of historic properties evaluated.

3. Please list the dates of public hearings or regularly scheduled meetings at which the public had the opportunity to comment on the nomination(s).

4. Please explain how the commission arranged for review of the nomination by a qualified historian, archaeologist, architect or historical architect if not represented on the commission.

**F. PROTECTION OF HISTORIC PROPERTIES:**

1. Does your commission or staff review local projects for impacts on cultural resources?  
 Yes             No
2. If yes, how many local projects were reviewed in the past year?
3. Please provide a summary or list of the types of local projects reviewed that impacted or had the potential to impact historic properties.
4. Has your CLG participated in any Section 106 consultations?
5. If yes, what were the projects and did you participate, through consultation, in the development of Memorandums of Agreements or Programmatic Agreements, to resolve any adverse effects to historic resources within your community?

**G. PUBLIC PRESERVATION EDUCATION PROJECTS:**

1. Has your CLG conducted any public education projects addressing historic preservation in the past year?  
 Yes             No
4. If yes, please list them.

**H. HISTORIC PRESERVATION GRANT ACTIVITIES:**

1. Did your CLG apply for and receive any CLG Historic Preservation Fund grants in the past year?  
 Yes             No

2. If yes, please provide a list of grants applied for and received.
3. Please list and briefly describe of other (non-CLG Historic Preservation Fund) preservation grants applied for and received.

**I. OTHER PRESERVATION ACTIVITIES:**

1. Please summarize any other local events, projects or achievements involving historic resources in the community.

**J. UPDATED CONTACT INFORMATION:**

1. Please provide us with the following contact information so we can insure our records are up to date:

COMMISSION STAFF

Name:

Title:

Address:

Phone number:

Email:

COMMISSION CHAIR

Name:

Phone number:

Email:

ADDITIONAL CLG/COMMISSION CONTACT

Name:

Title:

Phone number:

Email:

For clarification or more information about the annual report requirements, please contact Summer Louthan, CLG Coordinator at the Alaska Office of History and Archaeology at (907) 269-8717 or [summer.louthan@alaska.gov](mailto:summer.louthan@alaska.gov). Annual reports can be mailed to the Office of History & Archaeology, 550 W 7<sup>th</sup> Ave Suite 1310, Anchorage, Alaska 99501-3565 or emailed to [summer.louthan@alaska.gov](mailto:summer.louthan@alaska.gov).

## Chapter 41.35 Historic Preservation

## Article 01. ALASKA HISTORIC PRESERVATION ACT

## Sec. 41.35.010. Declaration of policy.

It is the policy of the state to preserve and protect the historic, prehistoric, and archeological resources of Alaska from loss, desecration, and destruction so that the scientific, historic, and cultural heritage embodied in these resources may pass undiminished to future generations. To this end, the legislature finds and declares that the historic, prehistoric, and archeological resources of the state are properly the subject of concerted and coordinated efforts exercised on behalf of the general welfare of the public in order that these resources may be located, preserved, studied, exhibited, and evaluated.

## Sec. 41.35.020. Title to historic, prehistoric, and archeological resources; local display.

(a) The state reserves to itself title to all historic, prehistoric, and archeological resources situated on land owned or controlled by the state, including tideland and submerged land, and reserves to itself the exclusive right of field archeology on state-owned or controlled land. However, nothing in [AS 41.35.010](#) - 41.35.240 diminishes the cultural rights and responsibilities of persons of aboriginal descent or infringes upon their right of possession and use of those resources that may be considered of historic, prehistoric, or archeological value.

(b) Although title to historic, prehistoric, and archeological resources is in the state, local cultural groups may obtain from the state, or retain, for study or display, artifacts and other items of these resources from their respective cultures or areas if the commission created in [AS 41.35.300](#) finds that

(1) the group has a durable building with weatherproof and fireproof construction and humidity control and other factors necessary to serve as a museum which will assure safe preservation of the items, (2) the item sought to be obtained is not one for which there is an undue risk of damage during transportation, and (3) the item sought to be obtained or retained is not one requiring special treatment or care beyond the ability or means of the group requesting it. A group retaining such an item or obtaining one from the state shall house it in the museum building and shall make every reasonable effort to assure its safe preservation. If the commission finds that a local cultural group is not properly taking care of an item the group shall return it to the department.

## Sec. 41.35.030. Designation of monuments and historic sites.

Upon the recommendation of the commission, the governor may declare by public order any particular historic, prehistoric, or archeological structure, deposit, site, or other object of scientific or historic interest that is situated on land owned or controlled by the state to be a state monument or historic site, and the governor may designate as a part of the monument or site as much land as is considered necessary for the proper access, care, and management of the object or site to be protected. When an object or site is situated on land held in private ownership, it



may be declared a state monument or historic site in the same manner, with the written consent of the owner.

Sec. 41.35.040. Administration and financial support of monuments and historic sites.

State-owned monuments, sites, and other historic, prehistoric, or archeological properties owned or purchased by the state are under the control of the department, and their maintenance shall be covered in the appropriations made to the department. Privately owned state monuments or historic sites are eligible to receive state support for their maintenance, restoration, and rehabilitation if they are kept accessible to the general public and application for support is made in conformity with regulations adopted by the commissioner.

*Sec. 41.35.045. Fees for guided tours through historical sites. [Repealed, Sec. 3 ch 89 SLA 1987].*

Repealed or Renumbered

Sec. 41.35.050. Regulations.

The commissioner shall adopt regulations to carry out the purposes of [AS 41.35.010](#) - 41.35.240.

Sec. 41.35.060. Power to acquire historic, prehistoric, or archeological properties.

(a) The department, with the recommendation of the commission, may acquire real and personal properties that have statewide historic, prehistoric, or archeological significance by gift, purchase, devise, or bequest. The department shall preserve and administer property so acquired. The department may acquire property adjacent to the property having historic, prehistoric, or archeological significance when it is determined to be necessary for the proper use and administration of the significant property.

(b) If an historic, prehistoric, or archeological property which has been found by the department, upon the recommendation of the commission, to be important for state ownership is in danger of being sold or used so that its historic, prehistoric, or archeological value will be destroyed or seriously impaired, or is otherwise in danger of destruction or serious impairment, the department may establish the use of the property in a manner necessary to preserve its historic, prehistoric, or archeological character or value. If the owner of the property does not wish to follow the restrictions of the department, the department may acquire the property by eminent domain under AS 09.55.240 - 09.55.460.

Sec. 41.35.070. Preservation of historic, prehistoric, and archeological resources threatened by public construction.

(a) The department shall locate, identify, and preserve in suitable records information regarding historic, prehistoric, and archeological sites, locations, and remains. The information shall be submitted to the heads of the executive departments of the state.

(b) Before public construction or public improvement of any nature is undertaken by the state, or by a governmental agency of the state or by a private person under contract with or licensed by the state or governmental agency of the state, the department may survey the affected area to determine if the area contains historic, prehistoric, or archeological values.

(c) If the department determines that historic, prehistoric, or archeological sites, locations, or remains will be adversely affected by the public construction or improvement, the proposed public construction or improvement may not be commenced until the department has performed the necessary investigation, recording, and salvage of the site, location, or remains. All investigation, recording, and salvage work shall be performed as expeditiously as possible so that no state construction project will be unduly impaired, impeded, or delayed.

(d) If in the course of performing public construction or improvements, historic, prehistoric, or archeological sites, locations, remains, or objects are discovered, the department shall be notified and its concurrence shall be requested in continuing the construction or improvement. Upon receipt of this notice, the department shall survey the area to determine whether the area contains historic, prehistoric, or archeological data which should be preserved in the public interest. The survey shall be conducted as expeditiously as possible. If, as a result of the survey, it is determined that (1) this data exists in the area, (2) the data has exceptional historic, prehistoric, or archeological significance, and should be collected and preserved in the public interest, and (3) it is feasible to collect and preserve the data, the department shall perform the necessary work to collect and preserve the data. This work shall be performed as expeditiously as possible.

(e) If the concurrence of the department required under (b) and (c) of this section is not obtained after 90 days from the filing of a request for its concurrence to proceed with the project, the agency or person performing the construction or improvement may apply to the governor for permission to proceed without that concurrence, and the governor may take the action the governor considers best in overruling or sustaining the department.

(f) The costs of investigation, recording, and salvage of the site shall be reimbursed by the agency sponsoring the construction project.

(g) Notwithstanding (a) - (f) of this section, all actions to stop any project shall first be approved in writing by the commissioner.

#### Sec. 41.35.080. Permits.

The commissioner may issue a permit for the investigation, excavation, gathering, or removal from the natural state, of any historic, prehistoric, or archeological resources of the state. A permit may be issued only to persons or organizations qualified to make the investigations, excavations, gatherings, or removals and only if the results of these authorized activities will be made available to the general public through institutions and museums interested in disseminating knowledge on the subjects involved. If the historic, prehistoric, or archeological resource involved is one which is, or is located on a site which is, sacred, holy, or of religious

significance to a cultural group, the consent of that cultural group must be obtained before a permit may be issued under this section.

Sec. 41.35.090. Notice required of private persons.

Before any construction, alteration, or improvement of any nature is undertaken on a privately owned, officially designated state monument or historic site by any person, the person shall give the department three months notice of intention to construct on, alter, or improve it. Before the expiration of the three-month notification period, the department shall either begin eminent domain proceedings under [AS 41.35.060](#) (b) or undertake or permit the recording and salvaging of any historic, prehistoric, or archeological information considered necessary.

Sec. 41.35.100. Excavation and removal of historic, prehistoric, or archeological remains on private land.

Before any historic, prehistoric, or archeological remains are excavated or removed from private land by the department, the written approval of the owner shall first be secured. When the value of the private land is diminished by the excavation or removal, the owner of the land shall be compensated for the loss at a monetary sum mutually agreed on by the department and the owner or at a monetary sum set by the court.

*Sec. 41.35.110. - 41.35.190. Historic sites advisory committee. [Repealed, E.O. No. 83, Sec. 20 (1993)].*

Repealed or Renumbered

Sec. 41.35.200. Unlawful acts.

(a) A person may not appropriate, excavate, remove, injure, or destroy, without a permit from the commissioner, any historic, prehistoric, or archeological resources of the state.

(b) A person may not possess, sell, buy, or transport within the state, or offer to sell, buy, or transport within the state, historic, prehistoric, or archeological resources taken or acquired in violation of this section or 16 U.S.C. 433.

(c) *[Repealed, Sec. 3 ch 83 SLA 2001].*

(d) An historic, prehistoric, or archeological resource that is taken in violation of this section shall be seized by any person designated in [AS 41.35.220](#) wherever found and at any time. Objects seized may be disposed of as the commissioner determines by deposit in the proper public depository.

Sec. 41.35.210. Criminal penalties.

A person who is convicted of violating a provision of AS 41.35.010 - 41.35.240 is guilty of a class A misdemeanor.

Sec. 41.35.215. Civil penalties.

In addition to other penalties and remedies provided by law, a person who violates a provision of [AS 41.35.010](#) - 41.35.240 is subject to a maximum civil penalty of \$100,000 for each violation.

Sec. 41.35.220. Enforcement authority.

The following persons are peace officers of the state and shall enforce [AS 41.35.010](#) - 41.35.240:

- (1) an employee of the department authorized by the commissioner;
- (2) a peace officer in the state;
- (3) any other person authorized by the commissioner.

Sec. 41.35.230. Definitions.

In [AS 41.35.010](#) - 41.35.240, unless the context otherwise requires,

- (1) "commission" means the Alaska Historical Commission established in [AS 41.35.300](#) ;
- (2) "historic, prehistoric, and archeological resources" includes deposits, structures, ruins, sites, buildings, graves, artifacts, fossils, or other objects of antiquity which provide information pertaining to the historical or prehistorical culture of people in the state as well as to the natural history of the state.

Sec. 41.35.240. Short title.

[AS 41.35.010](#) - 41.35.240 may be cited as the Alaska Historic Preservation Act.

## Article 02. ALASKA HISTORICAL COMMISSION

Sec. 41.35.300. Creation.

There is created in the department the Alaska Historical Commission.



Sec. 41.35.310. Composition of commission.

The Alaska Historical Commission consists of the following persons:

- (1) the lieutenant governor;

(2) the state liaison officer appointed under 16 U.S.C. 470-470n (P.L. 89-665, National Historic Preservation Act of 1966);

(3) three persons with professionally relevant backgrounds appointed from each of the following fields: history, architecture, and archeology;

(4) one person appointed to represent indigenous ethnic groups;

(5) two persons appointed from a list of recommended nominees, containing at least four names, submitted each year by the Alaska Historical Society;

(6) one other person.

#### Sec. 41.35.320. Appointment of members.

Members of the commission are appointed by the governor and confirmed by the legislature meeting in joint session. The members of the commission serve at the pleasure of the governor.

#### Sec. 41.35.330. Term of office.

The term of office for a member of the commission is three years, except for those who are members by virtue of their positions with the state, who serve for as long as they remain in the position by virtue of which they are members of the commission. Except as provided in AS 39.05.080(4), a member appointed to fill a vacancy serves for the unexpired term of the member succeeded.

#### Sec. 41.35.340. Compensation.

The members of the commission serve without compensation but are entitled to per diem and travel expenses authorized by law for other boards and commissions.

#### Sec. 41.35.345. Officers.

At the first meeting of each year, the commission shall elect a chair from among its members.

#### Sec. 41.35.347. Meetings and quorum.

The commission shall meet at least twice a year. Additional meetings may be called by the chair or by petition of at least five members. Five members of the commission constitutes a quorum.

#### Sec. 41.35.350. Duties of the commission.

(a) The duties of the commission are to

(1) survey, evaluate, and catalog Alaska prehistory and history materials now in print;

- (2) ascertain and register what Alaska prehistory and history work is now in progress;
- (3) identify the existing gaps in the coverage of Alaska's past in presently available published works and establish priorities for bridging them;
- (4) prepare a thematic study of Alaska's history for historic preservation;
- (5) identify the sources of Alaska's history;
- (6) coordinate the production and publication of works that will adequately present all aspects of Alaska's past;
- (7) cooperate with the federal government in programs relating to history and archaeology;
- (8) develop criteria for the evaluation of state monuments and historic sites and all real and personal property that may be considered to be of historic, prehistoric, or archeological significance as would justify their acquisition and ownership by the state;
- (9) cooperate with the department in formulating and administering a statewide historic sites survey under 16 U.S.C. 470-470n (P.L. 89-665, National Historic Preservation Act of 1966);
- (10) review those surveys and historic preservation plans that may be required, and approve properties for nomination to the National Register as provided for in 16 U.S.C. 470-470n (P.L. 89-665, National Historic Preservation Act of 1966);
- (11) provide necessary assistance to the governor and the legislature for achieving balanced and coordinated state policies and programs for the preservation of the state's historic, prehistoric, and archeological resources;
- (12) consult with local historical district commissions regarding the establishment of historical districts under [AS 29.55.010](#) - 29.55.020 and the approval of project alterations under [AS 45.98.040](#); recommend, if appropriate, the formulation of additional criteria for the designation of historical districts under [AS 29.55.020](#)(b); approve plans for and evaluate the suitability of specific structures for purposes of loan eligibility and continuance under the historical district revolving loan fund (AS 45.98); and consult with the Department of Commerce, Community, and Economic Development relative to the adoption of regulations for historical district loans under AS 45.98;
- (13) determine the correct and most appropriate names of the lakes, streams, places, and other geographic features in the state and their spelling;
- (14) pass upon and give names to lakes, streams, places, and other geographic features in the state for which no single generally acceptable name has been in use;

(15) cooperate with local subdivisions of government and, with their approval, change the names of lakes, streams, places, and other geographic features to eliminate duplication of names in the state;

(16) prepare and publish an official state dictionary of geographic names and publish it for sale, either as a complete whole or in parts when ready; and

(17) serve as the state representatives of the United States Board on Geographic Names and cooperate with that board so that there is no conflict between the state and federal designations of geographic features in the state.

(b) In carrying out its duties to name geographic features under this section, the commission shall consider using Alaska Native place names for geographic features in the state that have not previously been named, using Native language writing systems accepted by the Alaska Native Language Center of the University of Alaska at Fairbanks.

(c) When the commission gives a name to a lake, stream, place, or other geographic feature in the state, the name is the official name of the geographic feature and shall be used in all maps, records, documents, and other publications issued by the state or its departments and political subdivisions.

(d) A person may not attempt to modify local usage or name an unnamed geographic feature in an advertisement or publication without first obtaining the approval of the commission. If a person violates this section, the commission shall promptly announce its disapproval and shall adopt an official name for the feature.

*Sec. 41.35.360. Reports. [Repealed, Sec. 35 ch 126 SLA 1994].*

Repealed or Renumbered

*Sec. 41.35.370. Executive director. [Repealed, E.O. No. 83 Sec. 20 (1993)].*

Repealed or Renumbered

*Sec. 41.35.375. Powers of chairman.*

Subject to available appropriations, the chair may, with the concurrence of a majority of the commission, employ necessary personnel and may contract for the services of experts and other persons who may be needed.

*Sec. 41.35.380. Gifts and income.*

(a) There is established in the state general fund a special Alaska Historical Commission receipts account into which shall be paid:

(1) all monetary gifts, grants, and bequests received by the commission;

(2) all royalties and other income that the commission receives from its projects.

(b) The legislature may appropriate funds from this account for commission projects.

**Chapter 41.37. CITIZENS' ADVISORY COMMISSION ON FEDERAL AREAS IN ALASKA**

*Sec. 41.37.010. - 41.37.150. Citizens' Advisory Commission on Federal Areas in Alaska. [Repealed, Sec. 3 ch. 81 SLA 1981, as amended by Sec. 1 ch. 25 SLA 1988 and Sec. 1 ch. 71 SLA 1998].*

Repealed or Renumbered

Sec. 41.37.160. Citizens' Advisory Commission on Federal Management Areas in Alaska.

The Citizens' Advisory Commission on Federal Management Areas in Alaska is established in the department. In the exercise of its responsibilities, the commission shall consider the views of citizens of the state and officials of the state.

Sec. 41.37.170. Membership and officers.

(a) The commission is composed of 12 members appointed in accordance with this section.

(b) The membership of the commission shall represent each region of the state to give the commission a reasonable geographic balance among regions of the state.

(c) The governor shall appoint six members of the commission.

(d) The speaker of the house of representatives shall appoint one member of the commission from the membership of the state house of representatives and two members who are residents of the state who are not legislators.

(e) The president of the senate shall appoint one member of the commission from the membership of the state senate and two members who are residents of the state who are not legislators.

(f) Each member of the commission serves at the pleasure of the appointing authority.

(g) The commission shall select a presiding officer of the commission from its membership. The commission may elect other officers.

Sec. 41.37.180. Qualifications of members.

The members of the commission appointed by the governor under AS 41.37.170(c) and members appointed under [AS 41.37.170](#) (d) and (e) who are not members of the legislature shall be representative of the diversity of users and uses of federal land in the state.

Sec. 41.37.190. Term of members of the commission.



(a) A member of the commission appointed by the governor serves for a term of four years or until a successor is appointed and qualifies.

(b) A member of the commission appointed from the legislature serves for the person's term of office as a legislator or until a successor is appointed and qualifies.

(c) Except as provided in (b) of this section, a member of the commission appointed by the speaker of the house of representatives or president of the senate serves for four years or until a successor is appointed and qualifies.

#### Sec. 41.37.200. Compensation, expenses, and per diem.

(a) A member of the commission who is a legislator or a full-time employee of the state or of a municipality of the state shall suffer no loss of compensation from the state or a municipality of the state as a result of service to the commission.

(b) A member of the commission is entitled to per diem and travel expenses authorized for boards and commissions under AS 39.20.180.

#### Sec. 41.37.210. Staff of the commission.

The commission may employ staff and contract for services relating to matters within its authority. Staff employed under this section are responsible to the commission.

#### Sec. 41.37.220. Duties of the commission.

(a) The commission shall consider, research, and hold hearings on the consistency with federal law and congressional intent on management, operation, planning, development, and additions to federal management areas in the state.

(b) The commission shall consider, research, and hold hearings on the effect of federal regulations and federal management decisions on the people of the state.

(c) The commission may, after consideration of the public policy concerns under (a) and (b) of this section, make a recommendation on the concerns identified under (a) and (b) of this section to an agency of the state or to the agency of the United States that manages federal land in the state.

(d) The commission shall consider the views, research, and reports of advisory groups established by it under [AS 41.37.230](#) as well as the views, research, and reports of individuals and other groups in the state.

(e) The commission shall establish internal procedures for the management of the responsibilities granted to it under this chapter.

(f) The commission shall report annually to the governor and the legislature within the first 10 days of a regular legislative session.

(g) The commission shall cooperate with each department or agency of the state or with a state board or commission in the fulfillment of its duties.

(h) All hearings of the commission are subject to [AS 44.62.310](#). Hearings of the commission held under this section shall be noticed as provided in [AS 44.62.190](#) and 44.62.200, and the hearings shall be conducted in accordance with the provisions of [AS 44.62.210](#).



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF KODIAK AND KODIAK HISTORICAL SOCIETY (KHS)**  
**FOR THE PROVISION OF ADMISTRATIVE SUPPORT**  
**TO THE HISTORIC PRESERVATION COMMISSION (HPC)**

On \_\_\_\_\_ 2020, the City of Kodiak established a Historic Preservation Commission (HPC). The commission shall conduct, or cause to be conducted, a survey of the historic, architectural, and archeological resources within the city in compliance with KCC 2.40.045

**Objectives**

The objective of this Memorandum of Understanding is to clearly outline the responsibilities of Kodiak Historical Society (KHS) Staff in providing administrative support to HPC in compliance to the City Code.

**Points of Agreement**

KHS hereby agrees to adhere to the requirements of the City of Kodiak Code (hereinafter “City”):

1. In compliance with KCC 2.40.025 Meetings, KHS Staff shall:
  - a. Ensure that quorum requirements are met in holding a meeting.
  - b. Make all meetings of HPC open to the public and ensure that public members are given the opportunity to be heard during meetings.
  
2. In compliance with KCC 2.40.030 Minutes and Reports, KHS Staff shall:
  - a. Keep minutes of meeting proceedings and such minutes shall record the vote of each commissioner upon every question. The minutes shall reflect when an absent commissioner is excused or unexcused.
  - b. Immediately submit minutes to the City Clerk’s office for retention in compliance with the City Council approved records retention schedule.
  - c. Facilitate the preparation of an annual report to be submitted to the council.
  - d. Submit all registers of historic places to the City Clerk for recordkeeping.
  
3. In compliance with KCC 2.40.040 Procedure, KHS Staff shall:
  - a. Serve as parliamentarians and conduct the meetings of HPC according to Robert’s Rules of Order.

4. This agreement may be terminated by either party upon ninety (90) days advance written notice to the other party.

**Terms of Agreement**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

KODIAK HISTORICAL SOCIETY

CITY OF KODIAK

\_\_\_\_\_  
Sarah Harrington, Executive Director

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

ATTEST:

ATTEST:

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\_\_\_\_\_  
Nova Javier, City Clerk

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Nova M. Javier, City Clerk

**Date:** June 25, 2020

**Agenda Item:** V. b. **First Reading, Ordinance No. 1404, Amending Chapter 2.24 Election—Procedures by Creating Section 2.24.250 Emergency Plan**

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**SUMMARY:** The integrity of the City of Kodiak Municipal elections is important, and the Kodiak City Charter and City Code provide the procedures and rules to protect them. Chapter 2.24 Election—Procedures provides the procedures of how elections are conducted.

Elections are an essential government function and the right of the voters must be protected from human error in all cases and in the event of public emergencies, natural disasters, global pandemic, or other similar events.

Adopting this ordinance would allow flexibility for the Clerk to provide options such as early voting in person for two weeks leading up to Election Day at the Harbor and/or at the Teen Center. A good example of utilizing this ordinance is during the current spread of COVID-19, which could disrupt the administration of the local October election. This ordinance could assist in the exercise of voters of their right to vote while protecting the health and safety of both the voters and election workers.

Although this ordinance allows flexibility, it also dictates that the clerk take steps to maintain a record of any action taken that deviates from the norm.

**PREVIOUS COUNCIL ACTION:** N/A

**DISCUSSION:** This ordinance is permanent in nature and will be incorporated in the City code to address unforeseeable situations, whether through natural disaster or human error or other similar events, which could severely impede the timely and efficient conduct of an election this upcoming election or in the future.

**ALTERNATIVES:**

- 1) Pass Ordinance No. 1404 in first reading to advance to public hearing.
- 2) Council may also amend Ordinance No. 1404.

**FINANCIAL IMPLICATIONS:** Undetermined at this time. Some expenses may qualify under the CARES Act funding this year.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Ordinance No. 1404 after the public hearing.

**CITY MANAGER'S COMMENTS:** Flexibility during this pandemic is something we should all be prepared for. Having the ability to reduce the number of persons in one setting are outlined in CDC guidelines. Since this Ordinance will be codified, it may be necessary to use during other times when usual voting procedures are not feasible.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1404

**PROPOSED MOTION:**

Move to pass Ordinance No. 1404 in the first reading and advance to second reading and public hearing at the next regular or special meeting.

**CITY OF KODIAK  
ORDINANCE NUMBER 1404**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING  
CHAPTER 2.24 ELECTION—PROCEDURES BY CREATING SECTION 2.24.250  
EMERGENCY PLAN**

WHEREAS, Article X-11 of the Charter of the City of Kodiak provides that provisions of law applicable to city elections shall govern elections of the City if they are not superseded by the charter or the Kodiak City Code; and

WHEREAS, the procedures governing city elections are in the Kodiak City Code Chapter 2.24; and

WHEREAS, elections are an essential government function and the right of the voters must be protected from human error in all cases and in the event of public emergencies, natural disasters, global pandemic, or other similar events; and

WHEREAS, the Clerk, serving as the municipal election supervisor, should be provided the flexibility to deviate from traditional election processes when emergency events make it impractical or difficult for voters to safely vote in a traditional manner or at traditional polling sites;

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

**Section 1:** Kodiak City Code Chapter 2.24 is hereby amended by adoption of a new Section 2.24.250 to read as follows:

**2.24.250 Elections—Emergency Plan**

- (a) It is the policy of the city to encourage and assist voters in the exercise of their right to vote. Certain unforeseeable situations, whether through natural disaster or human error or other similar events, could severely impede the timely and efficient conduct of an election. This chapter is intended to empower the clerk to take necessary actions to enfranchise voters and protect the election results.
- (b) *Emergency* means an event of such a nature that a significant number of people will not have the opportunity to vote on the day of the election if the clerk does not take immediate action and an effort to enact and implement an emergency ordinance by the city council under Kodiak City Charter II-14 is not practical given the totality of the circumstances.
- (c) In an emergency, the clerk is authorized to take action to preserve the integrity of the election, while at the same time allowing people to vote who might otherwise not get an opportunity.
- (d) Actions authorized under this chapter may include but not limited to:



- (1) Requesting expedited relief from a court of competent jurisdiction;
  - (2) Keeping all or some polling locations open longer than otherwise allowed by code;
  - (3) Closing all or some polling locations for a limited time regardless of the requirement of this title, while providing eligible voters other opportunities to vote;
  - (4) Accepting applications to vote by absentee ballot electronically or for some special needs voting, after the deadlines in this title but before the close of the election;
  - (5) Moving polling locations, or establishing a central voting location and ballot drop boxes; and
  - (6) Accepting votes on alternate ballots (unofficial ballots) upon verifying that there is a shortage of ballots at a voting location.
- (e) The clerk shall take steps to maintain a record of the action taken and, if possible, adequately segregate votes cast in accordance with the acts taken by the clerk under this section, so that a court may rule on action taken and accurately add or subtract votes as may be necessary.
  - (f) The clerk shall provide reasonable advance public notice of changes to matters governed by other sections of this title. This includes the notice of election, polling locations, and absentee voting.
  - (g) If weather, road conditions, or other unforeseen situations prevent election officials from delivering election materials or ballots to or from the polling locations, or other accessible vote centers, or the designated return location, the clerk may cause the delivery to be made by a city peace officer or other city official.

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

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

First Reading:  
 Second Reading:  
 Effective Date:

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager *mt*

**Thru:** Timothy Putney, Chief of Police

**Date:** June 25, 2020

**Agenda Item:** V. c. **Resolution No. 2020-17 Accepting Coronavirus Emergency Supplemental Funds From the Alaska Department of Public Safety for Procurement of Supplies Related to First Responder Efforts to Combat the Impact of COVID-19**

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**SUMMARY:** On May 13, 2020, the Kodiak Police Department (KPD) submitted a grant application to the Department of Public Safety (DPS) for local public safety COVID-19 funding in the amount of \$20,878.50. On June 5, 2020, the KPD received notification that the funding was approved. The approved request authorized the reimbursement and continued procurement of decontamination supplies and personnel protective equipment (PPE) used to safeguard police department employees and prisoners housed in the Kodiak Community Jail from the virus.

**PREVIOUS COUNCIL ACTION:** City staff has applied for and Council has accepted other public safety grants.

**BACKGROUND/DISCUSSION:** The Kodiak Police Department (KPD) has put into place safety measures and has continued working towards the procurement of PPE and decontamination supplies to minimize the risk of exposing our staff or prisoners to COVID-19. To date, the unanticipated expenditures covered by this funding opportunity have come to \$20,878.50.

Early on in the pandemic, the KPD was proactive in making changes to our practices and implementing plans to minimize the spread of COVID-19 to include, but not limited to: schedule changes for employees directly affected by school closures; temporarily discontinuing the practice of shift briefings to maintain separation between patrol, corrections, and dispatch; providing laundry bags to police officers so they could change at work and have uniforms laundered in the jail; discontinuing the practice of sharing fleet vehicles; promoting social distancing practices and other CDC guidelines within the Department; purchased air purifiers with HEPA filters for common rooms throughout the Department and Jail; supplied alcohol wipes to sanitize electronic devices; installed four (4) wall mounted Purell hand sanitizers throughout the Department; continuous effort to find supply chains for gloves, masks, respirators, and hand sanitizer; using thermometers to monitor temperatures of employees and prisoners; and purchased decontamination supplies to include an AeroClave machine.

These safety measures and supplies were not included in the FY2020 operational budget, but have become important in protecting our employees, their families, and the community from the spread of COVID-19.

**ALTERNATIVES:**

- 1) Authorize the adoption of this resolution, which is the recommendation of staff.
- 2) Do not authorize this resolution.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2020–17.

**CITY MANAGER’S COMMENTS:** Staff continues to research and apply for grant opportunities that benefit the community. This particular grant protects those that protect all of us and for that I am grateful.

**NOTES/ATTACHMENTS:**

- Attachment A: Resolution No. 2020–17
- Attachment B: Application Form
- Attachment C: Email Approval

**PROPOSED MOTION:**

Move to adopt Resolution No. 2020–17.

**CITY OF KODIAK  
RESOLUTION NUMBER 2020-17**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING  
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS FROM THE ALASKA  
DEPARTMENT OF PUBLIC SAFETY FOR PROCUREMENT OF SUPPLIES RELAT-  
ED TO FIRST RESPONDER EFFORTS TO COMBAT THE IMPACT OF COVID-19**

WHEREAS, the City of Kodiak has been awarded funds through the Alaska Department of Public Safety for procurement of supplies related to law enforcement efforts to combat the impact of COVID-19; and

WHEREAS, the City of Kodiak, Kodiak Police Department, was awarded \$20,878.50 through the Coronavirus Emergency Supplemental Funding Program; and

WHEREAS, the City intends to use these funds towards personal protective equipment and decontamination supplies used to safeguard police department employees and prisoners housed in the Kodiak Community Jail; and

WHEREAS, emergency management activities have been incorporated into the ongoing operations of the City of Kodiak; and

WHEREAS, these funds do not require any local match.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Coronavirus Emergency Supplemental Funds from the Alaska Department of Public Safety in the amount of \$20,878.50 is hereby accepted.

BE IT FURTHER RESOLVED by the Council of the City of Kodiak that the City Manager is hereby authorized to execute and administer all documents required for the acceptance and management of this grant award.

CITY OF KODIAK

\_\_\_\_\_  
MAYOR

ATTEST:

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

Adopted:

**Coronavirus Emergency Supplemental Funds**  
**for Local Public Safety Agency**  
**Application Form**

**Alaska Department of Public Safety**

**Application for Local Public Safety COVID-19 Funding**  
**Completed Application Due: May 29, 2020**

**Note to Applicants:**

Department of Public Safety (DPS) is offering reimbursement of allowable costs or the state can assist with procurement of supplies related to first responder efforts to combat the impact of COVID-19. DPS will provide jurisdictions funding based on need and other available funding, such as FEMA, State of Alaska funds, and other funds, until expended. To be eligible to receive local public safety funding for COVID-19, applicants must meet State compliance requirements. Applicants are required to show compliance with State compliance requirements through providing information below and agree that the agency will not be seeking FEMA and/or other State of Alaska reimbursement for the same request. If you are uncertain about State compliance, or need assistance, please contact [cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov).

Jurisdiction:	<b>City of Kodiak</b>
Responsible Borough: (if applicable)	

Listed below are eligible reimbursement requests. Please check the appropriate category and enter the dollar amount.

	COVID-19 Needs	Dollars
<input type="checkbox"/>	Overtime for first responders and other critical public safety staff	
<input checked="" type="checkbox"/>	Personal protective equipment and supplies	\$20,051.02
<input type="checkbox"/>	Altering workspaces to increase safety of staff	
<input type="checkbox"/>	Increased travel/ transportation costs related to COVID-19	
<input type="checkbox"/>	Hiring contract workers such as emergency jail guards	
<input checked="" type="checkbox"/>	Addressing the medical needs of inmates in local and tribal prisons, jails, and detention centers	\$827.48
<input type="checkbox"/>	Other:	

**1. What are your agency's current needs to combat the impact of COVID-19 and keep services available to your community? Please provide a plan on how this reimbursement or state procurement assistance will assist you community in combating the impact of COVID-19.**

The Kodiak Police Department (KPD) has put into place safety measures and has continued working towards the procurement of PPE and decontamination supplies to minimize the risk of exposing our staff or prisoners to COVID-19. In addition, the protective equipment, safety measures, and decontamination supplies will mitigate the risk of our employees spreading the virus to their families or throughout the community. To date, these unanticipated expenditures have come to \$20,878.50. This includes 3 pending orders for washable face masks, N95 masks, disposable gloves, and medical infrared thermometers. We are not anticipating any additional expenditures through May 2020.

**The Plan**

The reimbursement KPD is seeking will be applied towards the measures and procurement already underway. Early on in the pandemic, the KPD was proactive in making changes to our practices and implementing plans to minimize the spread

of COVID-19 to include, but not limited to; schedule changes for employees directly affected by school closures; temporarily discontinuing the practice of shift briefings to maintain separation between patrol, corrections, and dispatch; providing laundry bags to police officers so they could change at work and have uniforms laundered in the jail; discontinuing the practice of sharing fleet vehicles; promoting social distancing practices and other CDC guidelines within the Department; purchased air purifiers with HEPA filters for common rooms throughout the Department and Jail; supplied alcohol wipes to sanitize electronic devices; installed 4 wall mounted Purell hand sanitizers throughout the Department; continuous effort to find supply chains for gloves, masks, respirators, and hand sanitizer; using thermometers to monitor temperatures of employees and prisoners housed; and purchased decontamination supplies to include an AeroClave machine with 6 cases of VitalOxide solution.

The Jail purchased supplies to construct a vapor barrier housing around two cells that can be used in the event we need to incarcerate a symptomatic inmate. Staff has also implemented a plan utilizing the AeroClave to disinfect the building on a weekly basis, and officers decontaminate their vehicles between every transport. All employees wear disposable gloves and masks or respirators when they have contact with the public.

These safety measures and supplies were not included in the operational budget, but have become important in protecting our employees, their families, and the community from the spread of COVID-19.

**2. Will these funds assist you in maintaining the current level of service, expanding needed services and/ or providing opportunities for alternative services to meet the needs of your community?**

The KPD has successfully procured cleaning supplies to include an AeroClave machine used to disinfect equipment, police vehicles, the police department, and the Kodiak Jail. The jail cells are disinfected after each use and common areas throughout the police department are disinfected weekly or immediately following a potential exposure. We have also successfully procured some cloth face masks, half-face respirators for patrol officers, and some N95 masks, however, our needs are projected to be several more cases of disposable gloves and another 500 N95 masks through the end of the year (for use by both all divisions). We are planning ahead and anticipating another spike in COVID-19 cases this fall when flu season arrives.

These funds are critical to the KPD's ability to not only maintain our current level of service, but to expand our ability to once again provide proactive patrols. As Alaska is reopening under the Governor's plans, our call volume is steadily increasing as more and more people are anxious to be out of their homes. We anticipate that this will have a direct effect on how many pairs of gloves we use or how many N95 masks we need. Currently, we are reusing N95 masks according to CDC guidelines to get the most use from them.

**3. Has your agency received other COVID-19 funds? If yes, please identify source, amount and what the funds were used for. [Answering yes to this question will not make you ineligible for these funds but will help us prioritize funding decisions.]**

No, the Kodiak Police Department has not received other COVID-19 funding.

**I certify that I have not received any other federal funding and will not supplant any part of {name of agency} budget that would otherwise be made available for the same purposes.**

**Community Point of Contact:**

- 1. Name: Mike Tvenge**
- 2. Address: 710 Mill Bay Road**
- 3. Telephone Number: (907) 486-8640**
- 4. Fax Number: (907) 486-8014**
- 5. Email Address: mtvenge@city.kodiak.ak.us**

**Community Financial Officer:**

**Printed Name: Julie Liew**

\_\_\_\_\_  
Signature

**Community Leader/Manager:**

**Printed Name: Mike Tvenge**

\_\_\_\_\_  
Signature

**Submit applications to: State of Alaska, Department of Public Safety**  
[cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov)

# Local Public Safety Agency Opportunity for Coronavirus Emergency Supplemental Funds

Department of Public Safety  
April 2020

The Department of Public Safety (DPS) was awarded a federal grant to assist with the enormous strain that the COVID-19 health pandemic is having on Alaskan communities. The Coronavirus Emergency Supplemental Funds (CESF) grant is available to local public safety agencies on a reimbursement basis and/or for purchase of allowable expenditures.

The following are allowable expenditures under CESF:

- ✓ Overtime for first responders and other critical public safety staff
- ✓ Personal Protective Equipment (PPE) and supplies for cleaning and disinfecting
- ✓ Altering workspaces to increase safety of staff
- ✓ Increased travel/transportation costs related to COVID-19
- ✓ Hiring contract workers, such as emergency jail guards
- ✓ Addressing the medical needs of inmates in local and tribal prisons, jails, and detention centers

To apply, complete the short application form (attached) with the following required application due at submission:

- ✓ Agency name
- ✓ Community(s) served
- ✓ Name of your authorized agency representative to accept these funds
- ✓ Contact information
- ✓ Answers to the three questions listed
- ✓ Short narrative outlining the reimbursement or procurement request
- ✓ Impact statement stating how these items will help your community(s)
- ✓ Receipts for all purchased items or all quotes for procurement

**The initial deadline for application submissions is 5:00pm AST Friday, May 29.** If additional funds are still available, another round of applications will be announced. Even though grant funds are limited, DPS will do our best to fairly and equitably meet the needs of Alaska communities during this time.

Once decisions are made, DPS will process and submit a request for funds to be directly deposited into agency accounts or DPS will issue a state warrant for reimbursement requests. For procurement requests, DPS will directly contact your agency. Additionally, an email will be sent to your agency's authorized representative to notify your agency that DPS received your CESF application.

All questions regarding CESF for local public safety agencies should be directed to [cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov).



**From:** [cesf.grant \(DPS sponsored\)](#)  
**To:** [cesf.grant \(DPS sponsored\)](#); [Putney, Tim](#)  
**Cc:** [Tvenge, Mike](#); [Liew, Julie](#); [Villaroya, Bernadette](#); [Ellis, Victoria](#)  
**Subject:** RE: JAG COVID-19 Reimbursement Request for Kodiak Police Dept.  
**Date:** Friday, June 5, 2020 10:38:27 AM

**EXTERNAL EMAIL:** \*\*\*\*\* If sender is unknown or email is unexpected, do not click on attachments/links.\*\*\*\*\*

Chief Putney,

Congratulations! Kodiak PD is awarded the requested \$20,878.50.

v/r,

Alaska Department of Public Safety  
FY 2020 Coronavirus Emergency Supplemental Funding Program  
[cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov)

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**From:** cesf.grant (DPS sponsored)  
**Sent:** Monday, June 1, 2020 10:54 AM  
**To:** Putney, Tim <[tputney@city.kodiak.ak.us](mailto:tputney@city.kodiak.ak.us)>; cesf.grant (DPS sponsored) <[cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov)>  
**Cc:** Tvenge, Mike <[mtvenge@city.kodiak.ak.us](mailto:mtvenge@city.kodiak.ak.us)>; Liew, Julie <[jliew@city.kodiak.ak.us](mailto:jliew@city.kodiak.ak.us)>; Villaroya, Bernadette <[bvillaroya@city.kodiak.ak.us](mailto:bvillaroya@city.kodiak.ak.us)>; Ellis, Victoria <[vellis@city.kodiak.ak.us](mailto:vellis@city.kodiak.ak.us)>  
**Subject:** RE: JAG COVID-19 Reimbursement Request for Kodiak Police Dept.

Chief Putney,

Thank you for submitting your application.

v/r,

Alaska Department of Public Safety  
FY 2020 Coronavirus Emergency Supplemental Funding Program  
[cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov)

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**From:** Putney, Tim <[tputney@city.kodiak.ak.us](mailto:tputney@city.kodiak.ak.us)>  
**Sent:** Wednesday, May 13, 2020 7:50 AM  
**To:** cesf.grant (DPS sponsored) <[cesf.grant@alaska.gov](mailto:cesf.grant@alaska.gov)>  
**Cc:** Tvenge, Mike <[mtvenge@city.kodiak.ak.us](mailto:mtvenge@city.kodiak.ak.us)>; Liew, Julie <[jliew@city.kodiak.ak.us](mailto:jliew@city.kodiak.ak.us)>; Villaroya, Bernadette <[bvillaroya@city.kodiak.ak.us](mailto:bvillaroya@city.kodiak.ak.us)>; Ellis, Victoria <[vellis@city.kodiak.ak.us](mailto:vellis@city.kodiak.ak.us)>  
**Subject:** JAG COVID-19 Reimbursement Request for Kodiak Police Dept.

Good Morning,

Please find attached the JAG COVID-19 Reimbursement Request and a copy of all receipts/quotes to

date from the Kodiak Police Department.

Please let me know if you have questions or need anything additional.

Respectfully,

Timothy Putney  
Chief of Police

Kodiak Police Department  
2160 Mill Bay Road  
Kodiak, AK 99615  
(907) 486-8000


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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager 

**Thru:** Timothy Putney, Chief of Police

**Date:** June 25, 2020

**Agenda Item:** **V.d. Authorization of FY2021 Special Services Contract with Alaska Department of Public Safety**

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**SUMMARY:** The Alaska Department of Public Safety (DPS) requests the renewal of its contract with the City to provide services, which support the mission and operations of the Alaska State Troopers (AST) and Alaska Wildlife Troopers (AWT) in Kodiak. In exchange for providing these services, DPS will compensate the City \$81,900 for FY2021. This reflects a requested funding increase of 4% from previous years. Staff recommends Council authorize the FY2021 Special Services Contract with the Alaska Department of Public Safety.

**PREVIOUS COUNCIL ACTION:** Council has approved this contract in previous years.

**DISCUSSION:** The Alaska Department of Public Safety has contracted with the City to provide support services to Kodiak based Alaska State Troopers for over fifteen years.

If Council approves this contract, the City will provide the following services:

1. Dispatch services during emergencies lasting more than 48-consecutive hours.
  - a) Emergencies are defined as those instances where natural or manmade disasters prevent AST from utilizing regular dispatch capabilities.
  - b) In the event the City is required to provide more than 48-consecutive hours of dispatch service to AST, the City shall be reimbursed for the costs of services at a rate of \$32.99 per hour.
2. Provide administrative support to AST by processing, filing, recording, entering into/deleting from the Alaska Public Safety Information Network (APSIN)/National Crime Information Center (NCIC) database, and returning to the court all process relative to Kodiak Police Department cases, investigations and business.
3. Provide field support to AST, by serving in the corporate limits of the City of Kodiak, court process relative to Kodiak Police Department cases, investigations, and business.

JUNE 25, 2020  
Agenda Item V.d. Memo Page 1 of 2

4. Provide one correctional transport officer or one police officer, to transport and guard prisoners appearing in the Kodiak Court.

**ALTERNATIVES:**

- 1) Council may approve this contract in which case continuity of operations with essential criminal justice services, i.e. process service, and prisoner guarding and transportation shall be maintained. Staff believes this is in the best interest of public safety in Kodiak.
- 2) Council may choose not to approve this contract. If this contract is not approved AST will be responsible for providing these services. The Department does not have the local resources to do this. Staff's assessment is this would be contrary to the interest of public safety.

**FINANCIAL IMPLICATIONS:** The City's FY2021 budget reflects \$81,900 in revenue for this contract. Staff does not foresee any financial implications to the City because of approving the contract, and under the terms of FY2021 contract, staff believes the City will be adequately compensated for the services KPD will be obligated to provide.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends Council authorize the FY2021 Special Services Contract with the Alaska Department of Public Safety for \$81,900.

**CITY MANAGER'S COMMENTS:** The City has contracted these services with the Alaska State Troopers to support their operations in Kodiak for over fifteen years. The FY2021 contract contains an increase in funding, but otherwise the same terms as the one approved last year. The Chief of Police believes the additional services are manageable and worthwhile to both the City and Alaska State Troopers.

**ATTACHMENTS:**

Attachment A: Alaska Department of Public Safety Contract for Special Services FY2021

**PROPOSED MOTION:**

Move to authorize the FY2021 Special Services Contract No. 249743 with the Alaska Department of Public Safety, Division of Alaska State Troopers, and authorize the City Manager to sign the contract on behalf of the City.

**ALASKA DEPARTMENT OF PUBLIC SAFETY  
CONTRACT FOR SPECIAL SERVICES**

**July 1, 2020 to June 30, 2021**

# 249743

**GENERAL PROVISIONS**

The parties. The parties to this contract are the Alaska Department of Public Safety (hereinafter referred to as the “Department”) and the City of Kodiak (hereinafter referred to as the “City”).

Sole Agreement. The City and the Department undertake this contract under the terms set forth below. This contract is the sole agreement between the parties relating to special services, and there are no other agreements, express or implied.

Effective Date/Termination/Amendments. This contract is effective July 1, 2020 and continues in force until June 30, 2021. Either party may terminate the agreement with thirty (30) days written notice to the other party. This agreement may be amended by written agreement of the parties.

1. The Department will pay the City for services provided in accordance with, and under the terms of, this contract. Payments will be made quarterly in the amount of \$20,475.00, for a total of \$81,900.00. Payment for services provided under this contract will be made in four payments in the amount of and covering the period indicated below:

<b>Period Covered</b>	<b>Amount</b>	<b>Payment Process Can Be Initiated</b>
07/01/20 - 09/30/20	\$20,475.00	10/01/20
10/01/20 - 12/31/20	\$20,475.00	01/01/21
01/01/21 - 03/31/21	\$20,475.00	04/01/21
04/01/21 - 06/30/21	\$20,475.00	06/01/21
<b>12 Month Total</b>	<b>\$81,900.00</b>	

2. The City will provide and perform the services specified in this contract to the satisfaction of the Department, in support of Department personnel and operations.

**ALASKA DEPARTMENT OF PUBLIC SAFETY  
CONTRACT FOR SPECIAL SERVICES**

**July 1, 2020 to June 30, 2021**

**SPECIFIC PROVISIONS**

3. The City will:
- a. Provide dispatch services in emergency situations. Emergency situations are defined as those instances where natural or man-made disasters disable DPS dispatch capabilities; such as earthquakes, fires, etc. The need for the City to provide dispatch service in these situations is not anticipated to last longer than forty eight hours. In the event the City is required to provide more than 48 consecutive hours of dispatch service, the City shall be reimbursed for all dispatch related services provided at the rate of \$32.99 per hour.
  - b. Provide administrative support to the Department by processing, filing, recording, entering into/deleting from APSIN/NCIC, and returning to the court, all process relative to Kodiak Police Department cases, investigations, and business;
  - c. Provide field support to the Department by serving in the corporate limits of the City of Kodiak court process relative to Kodiak Police Department cases, investigations, and business;
  - d. Provide one correctional transport officer or one police officer, to transport and guard prisoners appearing in the Kodiak Court.

IN WITNESS OF THIS AGREEMENT, the undersigned duly authorized officers have subscribed their names on behalf of the Department and the City respectively.

For the City of Kodiak:

For the Department of Public Safety:

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Official Title \_\_\_\_\_

Official Title \_\_\_\_\_

Date \_\_\_\_\_


Date \_\_\_\_\_

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager 

**Thru:** Timothy Putney, Chief of Police

**Date:** June 25, 2020

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

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**SUMMARY:** The City provides animal control services and contracts with the Humane Society of Kodiak to operate the Animal Shelter. The Kodiak Island Borough (KIB) itself does not provide these services to its residents and, therefore, wishes to contract with the City. This is a two-year agreement beginning July 1, 2020. 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 has approved several two-year animal control contracts with the Kodiak Island Borough. The most recent agreement expires on June 30, 2020. The terms were very similar to the current contract.

**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 a fair share in the cost of the services, which staff feels it does.
- 2) Postpone or do not approve the MOA, which is not recommended. The agreement 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 feel we have negotiated a fair agreement. The cycle of animal calls within the City and Borough varies year to year.

**NOTES/ATTACHMENTS:**

Attachment A: Animal Control Contract



**PROPOSED MOTION:**

Move to authorize the Animal Control Contract, City Record No. 249667, between the City of Kodiak and the Kodiak Island Borough and authorize the City Manager to execute the document on behalf of the City.

**ANIMAL CONTROL CONTRACT**  
**Between the**  
**CITY OF KODIAK**  
**and the**  
**KODIAK ISLAND BOROUGH**

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, 2020, 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.**

- A. The CITY shall provide non-law enforcement personnel and resources to enforce KIB animal control related codes and ordinances, and provide 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)/Animal Control Officer(s) 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, and Woman’s Bay. The CSO/ACO will respond to complaints originating within the communities of Anton Larson, 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. The CSO/ACO 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; 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. CSO/ACO patrols and non-emergency -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 releases and agrees 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, 2022, 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 #220  
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 **\$118,700 for year one and \$121,000 for year two**. The compensation shall be paid in advance in semi-annual installments, July 1 and January 1.
- 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, 2020, and continue in force until June 30, 2022, except that, in addition to the termination provisions in Section 6.F. (Insurance), it may be terminated by either party upon thirty (60) 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:

\_\_\_\_\_  
Nova Javier, MMC, City Clerk

\_\_\_\_\_  
Borough Clerk


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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

**Date:** June 25, 2020

**Agenda Item:** V. f. Authorization of Bid Award for Bid No. 2020-006 Sodium Chloride FY 2021

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**SUMMARY:** Each year Public Works combines deicing salt with ¼ inch rock chips for winter deicing and traction control on City streets and parking lots. Annually the quantity of product requested is based on the remaining stock on hand and the previous winter's consumption. A bid was advertised on May 13, 2020 for 150 tons of salt for winter deicing. Bids were opened on June 12 and we had one bidder and one NO BID. Staff recommends Council authorize the award of the FY2021 sodium chloride supply to the sole bidder, Mill Bay Enterprises, LLC in the amount of \$66,099.09

**PREVIOUS COUNCIL ACTION:** The Public Works Department bids for the City's winter sodium chloride supplies each spring. Each year the City Council approves the salt bid award in the late spring or at the start of the new fiscal year.

**BACKGROUND:** In 1997, the Council approved the building of a salt storage building at the Public Works yard. This allowed the City to mix the salt with ¼ inch rock chips and store the mixture for winter use. The salt and chips are mixed in a rough 50/50 mixture based on weight. By mixing, Public Works staff has been able to reduce the amount of salt used in the winter, resulting in cost savings for winter deicing. Public Works has made further cost reductions by distributing the mix at stop signs, on hills, and at intersections rather than along the entire length of a street or road. However, using the mixture of salt and chips increases maintenance costs for street sweeping and storm drainage cleaning in the spring. Public Works continues to monitor the cost effectiveness of the 50/50 mixture to ensure overall savings.

**DISCUSSION:** Based on having salt on hand we put out a bid for 150 tons of salt for FY21. The last salt bid Public Works issued was in FY20 bid for 150 tons. In FY 2013 the bid price was \$321.50/ton, in FY 2014 the cost was \$329.77/ton and in FY 2015 the cost was \$340.83/ton. In FY19 the bid price awarded was \$393.76/ton having to use Local preference per code. The FY20 bid is for \$386.13/ton.

Two bids were received at the bid opening and one of them being a NO BID on June 12, 2020 for our winter salt supply. They are listed in the table below.



Bidder	Amount
Mill Bay Enterprises, LLC	\$66,099.09
Morton Salt, Inc.	NO BID

**ALTERNATIVES:**

- 1) Authorize the bid award for road salt to the sole bidder, Mill Bay Enterprises, LLC which is the recommended option.
- 2) Do not authorize the bid award, which is not recommended because it would impact the level of service currently provided.

**FINANCIAL IMPLICATIONS:** The annual supply of road salt is budgeted in the Public Works Department Street supplies account.

**STAFF RECOMMENDATION:** Staff recommends Council authorize the award of the FY2021 winter sodium chloride supply to Mill Bay Enterprises, LLC as the low bidder in the amount of \$66,099.09 with funds coming from the General Fund, Public Works Department, Street Supplies Account.

**CITY MANAGER’S COMMENTS:** The Public Works staff continues their efforts to control costs associated with the purchase and use of road salt.

Public Works also uses a brine solution mixed by the Alaska Department of Transportation therefore reducing the amount of gravel (chips) necessary.

**ATTACHMENTS:**

- A. Bid Tabulation
- B. Mill Bay Enterprises, LLC Bid

**PROPOSED MOTION:**

Move to authorize the FY2021 sodium chloride bid to Mill Bay Enterprises, LLC in the amount of \$66,099.09 with funds coming from the FY21 Public Works Department, Street Supplies account and authorize the City Manager to sign documents on behalf of the City.



CITY OF KODIAK  
BID TABULATION

Project Name: Bid No. 2020-006 Sodium Chloride FY 2021

Date: June 12, 2020

Time: 4:00 pm

Date of Invitation: May 13, 2020

Opened By: Craig Walton *[Signature]*

BIDDER

SALT BID

<input type="checkbox"/>	<i>MERTON SALT</i> Business License	\$	<i>NO BID</i>
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<input checked="" type="checkbox"/>	<i>MILL BAY ENTERPRISES, LLC</i> Business License	\$	<i>66,099.09</i>
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<input type="checkbox"/>	Business License	\$	
--------------------------	------------------	----	--

<input type="checkbox"/>	Business License	\$	
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*Vicki G. Elk* *[Signature]*

### BID FORM

TO: Mike Tvenge, City Manager  
City of Kodiak  
710 Mill Bay Road, Rm #114  
Kodiak AK 99615

Any exceptions to the published bid specifications must be listed by item.

In compliance with your Invitation to bid for Bid No. 2020-006 for Sodium Chloride FY 2021 dated May 13, 2020, the undersigned hereby proposes to provide the following:

Item	Total Bid amount
1. 150 Tons of Sodium Chloride (Country of Origin) USA	1. <u>\$66,099.09</u>
2. If the City requires additional quantity over the 150 Tons, will Vendor guarantee the same unit cost per ton through June 30, 2021 As stated in item number above? Yes _____ No <u>X</u>	

If no, please explain:

Sodium Chloride price could only be guaranteed until April 1, 2021. Shipping rate could only be guaranteed for 60 days.

Type of packaging (circle):  A or B

Alternate Explain

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Turn in Page 5 & 6 in as part of your bid)**

Copy of current Business License and City Sales Tax Registration enclosed.

Bid price valid for 60 days.

Terms net 15 days Dated 6-12-20

Submitted by:

Dated: 6-12-20

  
Signature

Mill Bay Enterprises, LLC  
Business Name

member  
Title

PO Box 2183  
Address

907-942-7015  
Telephone

Kodiak, Alaska, 99615  
City, State, Zip

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tvenge, City Manager *MT*  
**Thru:** Craig Walton, Public Works Director  
**Date:** June 25, 2020

**Agenda Item: V. g. Authorization of Bid Award for FY2021 Petroleum Products**

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**SUMMARY:** Each year the Public Works Department issues bids for the City's petroleum products. Bids were opened on June 12, 2020, for petroleum products FY2021 - FY2023. Two (2) bids were received. Petro Marine Services was the responsive bidder for heating and equipment fuel and Petro Marine Services was low bidder for unleaded gasoline. Staff recommends Council authorize the bid award for the purchase of unleaded gasoline to Petro Marine Services and heating and equipment fuel to Petro Marine Services

**PREVIOUS COUNCIL ACTION:** Annually, the City Council awards the petroleum product bid.

**DISCUSSION:** This bid provides all the City's fuel needs for FY2021 - FY2023. This includes the City's heating fuel, equipment diesel, and gasoline. Once bids are awarded, the price for each type of product will fluctuate throughout the year as fuel costs move up and down.

Petroleum product bids were opened on June 12, 2020. The bids received are summarized in the following table:

BIDDER	DIESEL Ultra low sulfur	GASOLINE	HEATING FUEL # 2	HEATING FUEL # 1*
Petro Marine Services	\$1.63	\$1.49	\$1.63	\$1.58
Petro Star Inc.	\$1.695	\$1.655	\$1.625 (substituted with #1)	\$1.625

\* Heating fuel #1 is needed for blending purposes during cold weather and is awarded to the vendor who is selected to provide heating fuel products.

**ALTERNATIVES:**

- 1) Authorize the award of the FY2021 - FY2023 bid for unleaded gasoline to Petro Marine Services and heating and equipment fuel to Petro Marine Services for petroleum products as listed above.
- 2) Do not authorize the award of the petroleum bids, which is not recommended because it would not allow City crews to maintain daily operations and services to the public.

**FINANCIAL IMPLICATIONS:** Fuel and heating oil costs are an operational expense. The costs are included in the appropriate departments FY2021 operating budgets. Public Works tracks fuel use by vehicle or piece of equipment and submits a monthly report to the Finance Department. Each department is charged for the fuel used and these funds are returned to the appropriate account.

**STAFF RECOMMENDATION:** Staff recommends Council authorize the award of the City's petroleum products bid for FY2021 -FY2023 to Petro Marine Services for heating and equipment fuel and Petro Marine Services for unleaded gasoline.

**CITY MANAGER'S COMMENTS:** This year after discussion, staff agreed to offer a three year agreement rather than the past one year agreements. This saves time and perhaps cost to the city.

**ATTACHMENTS:**

Attachment A: Bid Tabulation

Attachment B: Petro Services Bid Sheet

**PROPOSED MOTION:**

Move to authorize award of the City's FY2021 - FY2023 petroleum products bid to Petro Marine Services for heating and equipment fuel and to Petro Marine Services for unleaded gasoline fuel for all four fuel types with funds coming from each department's FY2021 - FY2023 fuel line items and authorize the City Manager to sign documents on behalf of the City.



CITY OF KODIAK  
BID TABULATION

Attachment A

Project Name: FY 2021-FY 2023 Petroleum Products

BID NO. 2020-005

Date: June 12, 2020

Time: 3:00 pm

Date of Invitation: May 13, 2020

Opened By: Craig Walton *CW*

BIDDER	FUEL BID	FUEL TYPE
Petro Marine	\$	DIESEL #2 \$ 1.63
<input checked="" type="checkbox"/> Business License		GAS \$ 1.49
		HEATING #2 \$ 1.63
		HEATING #1 \$ 1.58
Petro Star	\$	DIESEL #2 \$ 1.695
<input checked="" type="checkbox"/> Business License		GAS \$ 1.655
		HEATING #2 \$ 1.625 as #1
		HEATING #1 \$ 1.625

*[Handwritten signature]*  
*Victor S. Elliott*



## BID FORM

TO: Mike Tvenge, City Manager  
 City of Kodiak  
 710 Mill Bay Road, Rm. #114  
 Kodiak AK 99615

Any alternates to the published bid specifications must be listed by item.

In compliance with your Invitation to bid for Bid No. 2020-005 for Petroleum Products FY2021 - FY2023 dated May 13, 2020, the undersigned hereby proposes to provide the following:

Item	Bid amount
1. Ultra Low Sulphur Diesel Fuel No. 2 – Estimated 30,000 gallons delivered to:  Fire Hall Generator, Lift Station #1B Mill Bay, Lift Station #2B Spruce Cape, Lift Station #4 Fr. Herman, Lift Station #5 Metrokin, Monashka Pump Station, Pillar Creek Pump Station, Public Works Equipment Tank & UV Bldg Generator	\$ <u>1.63</u> (per gallon)
2. Unleaded Gasoline – Estimated 40,000 gallons delivered to: Public Works Equipment Tank	\$ <u>1.49</u> (per gallon)
3. Heating Fuel No. 2 – Estimated 90,000 gallons delivered to Barn, Kodiak Police Dept. Bldg, Kodiak Fire Dept, Public Works, Baranof Park Office Bldg, Baranof Museum, Teen Center, Kodiak Public Library, St. Paul Harbormaster Bldg, St. Herman Harbormaster Bldg, Wastewater Treatment Plant, Baranof Park Ice-Rink.	\$ <u>1.63</u> (per gallon)
4. Heating Fuel No. 1 – This will be needed for blending purposes For cold weather conditions, and will be awarded to the vendor who is selected to provide heating fuel products.	\$ <u>1.58</u> (per gallon)

*The bid will be awarded on an individual basis for each of the above items.*

Invitation to Bid No. 2020-005

May 13, 2020

Copy of current Business License Enclosed.

Bid price valid for 14 days.

Terms 30 days

Submitted by:

  
\_\_\_\_\_  
Signature

Petro Marine Services  
\_\_\_\_\_  
Business Name

Kodiak Plant Manager  
\_\_\_\_\_  
Title

101 E Marine Way  
\_\_\_\_\_  
Address

907 486-3491  
\_\_\_\_\_  
Telephone

Kodiak  
\_\_\_\_\_  
City, State, Zip

Dated: 6-10-2020