

City of Kodiak Regular Council Meeting Agenda for September 13, 2012
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

I. Call to Order/Roll Call	
Pledge of Allegiance/Invocation	
II. Previous Minutes	
Approval of Minutes of the August 23, 2012, Regular Council Meeting.....	1
III. Persons to Be Heard	
a. Proclamation: Declaring Hispanic Heritage Month.....	6
b. Proclamation: Recognizing Ian Fulp	8
c. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
a. None	
V. New Business	
a. Resolution No. 2012–25, Authorizing the City Manager to Adopt and Amend From Time to Time Standard Specifications Applicable to Earthwork, Portland Cement Concrete, Asphalt Surfacing, Sanitary Sewers and Storm Drains, Water Systems, Miscellaneous Items, and Standard Details For Construction on Public Property, and Repealing Resolution Number 2000–29 and Prior Resolutions Adopting Such Standard Specifications	12
b. Resolution No. 2012–26, Appropriating Funds to Pay the Cost of Repairing the Kodiak Police Department Boiler and Authorizing the City Manager to Award a Contract for the Repair Work.....	22
c. Authorization of a Technical Services Contract With Willard A. Fedra to Operate the Marine Travelift.....	26
d. Authorization of Professional Services Contract Amendment for Shelikof Pedestrian Pathway Improvement Project, Project No. 8016/10-04	36
e. Authorization of Bid Award for KPD Boiler System Repair, Project No. 04-23.....	46
f. Authorization of ABC Board Restaurant Designation for Noodles.....	54
VI. Staff Reports	
a. City Manager	
b. City Clerk	
VII. Mayor's Comments	
VIII. Council Comments	
IX. Audience Comments (limited to 3 minutes) (486-3231)	
X. Adjournment	

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**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, AUGUST 23, 2012
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Deputy Mayor John B. Whiddon called the meeting to order at 7:30 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and Mark-Anthony G. Vizcocho were present and constituted a quorum. Mayor Pat Branson was absent. City Manager Aimée Kniazowski, Deputy Clerk Matthew Gandel, and Administrative Assistant Catherine Perkins were also present.

After the Pledge of Allegiance, Salvation Army Sergeant Major Dave Blacketer gave the invocation.

II. PREVIOUS MINUTES

Councilmember Haines MOVED to approve the minutes of the August 9, 2012, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Proclamation: Recognizing Kodiak's Seafood Processing Workers

Councilmember Vizcocho read the proclamation, which recognizes the hard work of seafood processing workers and the positive contribution they make to the community.

Deputy Mayor Whiddon presented copies of the proclamation to representatives from Alaska Fresh Seafoods, Alaska Pacific Seafoods, Ocean Beauty Seafoods, Pacific Seafoods, and Western Alaska Fisheries.

b. Public Comments

None.

IV. UNFINISHED BUSINESS

- a. Second Reading and Public Hearing, Ordinance No. 1300, Amending Kodiak City Code 3.08.010(A), Levy of Sales Tax, to Increase the Rate of Bed Tax From Eleven Percent to Twelve Percent on All Rentals of Transient Rooms; Amending Kodiak City Code 3.08.025, Allocation of Sales Tax Proceeds, to Conform to the Increase in Bed Tax and the Increase in Sales Tax Under Ordinance Number 1297, and to Eliminate the Annual Public Hearing on Sales Tax Expenditure Priorities; Amending Kodiak City Code 3.08.090(F), Addition of Tax, to Conform to the Increase in Sales Tax Under Ordinance**

Number 1297; and Amending Kodiak City Code 3.08.110(A), Tax Schedule, to Reflect the Increase in the Bed Tax Rate

Deputy Mayor Whiddon read Ordinance No. 1300 by title. Council adopted Ordinance No. 1297 on June 14, 2012, which increased the City's sales tax from six percent to seven percent. However, the ordinance did not include language to amend related sections of Kodiak City Code (KCC) Title 3 to increase the sales tax portion of the City's bed tax to reflect the new sales tax rate of seven percent. The existing language in KCC 3.08.010 (a) is confusing and references the collection of an eleven percent bed tax for transient room rentals, when, in fact, the eleven percent reflects a transient room tax of five percent and sales tax of six percent, equaling eleven percent. Ordinance No. 1297 did not increase the six percent sales tax portion of the transient room rental to seven percent. This ordinance corrects that oversight and will also amend related language regarding the allocation of the sales tax portion of the transient rental tax and eliminate a redundant requirement for annual public hearings on some sales tax allocations. Ordinance No. 1300 will become effective on October 1, 2012, in order to stay on the same implementation timeline as Ordinance No. 1297.

Councilmember Saravia MOVED to adopt Ordinance No. 1300.

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

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

V. NEW BUSINESS

a. Parks and Recreation Advisory Board Appointment

Natasha Hayden was appointed to a vacant regular seat on the Parks and Recreation Advisory Board on January 13, 2011, for a term ending December 31, 2013. At the time of appointment, Ms. Hayden resided within the Kodiak City limits. Ms. Hayden now resides outside the Kodiak City limits and has requested reappointment as non-City resident. Resolution No. 2011-23 stipulates membership shall reflect cultural and ethnic diversity and shall consist of four regular members from residents within the Kodiak City limits and three regular members from residents inside or outside the Kodiak City limits. Excluding Ms. Hayden, of the other six regular members, five reside within the Kodiak City limits and one resides outside the City limits.

Deputy Mayor Whiddon read a memo prepared by Mayor Branson appointing Natasha Hayden to a non-City resident seat on the Parks and Recreation Advisory Board for a term ending December 31, 2013.

Councilmember Davidson MOVED to confirm the Mayoral advisory board appointment of Natasha Hayden to the Parks and Recreation Advisory Board as stated.

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

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

City Manager Kniazowski thanked the seafood processing workers for the hard work they do for Kodiak. She reminded the public that school had started and encouraged everyone to be careful while driving and adhere to road signs in school zones and construction zones. She reported on a recent meeting with staff members for Senator Mark Begich to review capital projects and to discuss community needs. She said that the Classification and Compensation Study consultant would be in Kodiak in September to meet with employees and give their report and recommendations to Council. She reported that the New Library and Baranof Park projects had been going very well. She encouraged the public to vote in the upcoming primary election.

b. City Clerk

Deputy Clerk Gandel reminded the public that September 2, 2012, was the deadline to register to vote in the October 2, 2012, municipal election. He also informed the public of an upcoming scheduled Fisheries Work Group meeting, a joint work session, and Council work sessions and regular meetings.

VII. MAYOR'S COMMENTS

Deputy Mayor Whiddon thanked the seafood processing workers for attending the meeting and accepting the proclamation. He said the meeting with Senator Begich's staff had been very informative. He encouraged the public to attend upcoming meetings of the Kodiak Fisheries Advisory Committee and the Fisheries Work Group.

VIII. COUNCIL COMMENTS

Councilmember Bishop thanked the seafood processing workers, congratulated Natasha Hayden on her reappointment to the Parks and Recreation advisory board, and wished the public a good rest of the summer.

Councilmember Saravia thanked the seafood processing workers for their hard work. He said he was excited about the Baranof Park and New Library projects. He encouraged the public to vote in the upcoming elections.

Councilmember Davidson thanked Councilmember Saravia for initiating the salute to seafood processing workers and expressed appreciation for the workers' hard work. He thanked his fellow Councilmembers for moving forward with various City projects.

Councilmember Haines thanked the seafood processing workers for the hard work they do for the community. He encouraged the public to vote in the upcoming elections and stay informed about the issues on the ballots. He reminded the public that Fisheries Work Group meetings were open to the public and encouraged people to attend. He thanked Natasha Hayden for volunteering to serve on the Parks and Recreation advisory board.

Councilmember Vizcocho congratulated Natasha Hayden on being reappointed to the Parks and Recreation advisory board. He thanked seafood processing workers for their hard work. He congratulated the Kodiak High School football team on their recent wins, encouraged the public to vote in the upcoming elections, and to drive safely in school zones.

Deputy Mayor Whiddon added that he was very proud of the processing workers and said it was a privilege to work with them.

IX. AUDIENCE COMMENTS

None.

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:03 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: September 13, 2012

Agenda Item: III. a. Proclamation: Declaring Hispanic Heritage Month

SUMMARY: This proclamation urges all citizens to celebrate the rich history and recognize the important contributions of Hispanic Americans in Kodiak.

ATTACHMENTS:

Attachment A: Proclamation: Declaring Hispanic Heritage Month

PROCLAMATION

Declaring Hispanic Heritage Month

WHEREAS, September 15 through October 15 is the time in the United States when Hispanic Heritage Month is recognized; and

WHEREAS, there are currently over 50 million Latinos in the United States, representing the fastest growing and largest minority in this country; and

WHEREAS, Hispanics own more than 2.3 million businesses, and the purchasing power of the Hispanic community in the United States exceeds one trillion dollars; and

WHEREAS, Hispanic Americans have been a long and integral part of our nation's history; and

WHEREAS, Latinos have served in all branches of the Armed Forces and have bravely fought in every war in the history of the United States; and

WHEREAS, Kodiak is fortunate to count among its population citizens of Hispanic descent who contribute to Kodiak's economy and society through their commitment to their professions, commerce, family, and the arts; and

WHEREAS, this occasion provides an opportunity for Hispanic Americans to share their cultural heritage with people of all backgrounds.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim September 15 through October 15, 2012, as

Hispanic Heritage Month

in Kodiak and urge all citizens to celebrate the rich history and recognize the important contributions of Hispanic Americans in Kodiak.

Dated this 13th day of September 2012.

City of Kodiak

Pat Branson, Mayor

MEMORANDUM TO COUNCIL

Date: September 13, 2012

Agenda Item: III. b. Proclamation: Recognizing Ian Fulp

SUMMARY: This proclamation recognizes Parks and Recreation Director Ian Fulp who is retiring after 39 years of service.

ATTACHMENTS:

Attachment A: Proclamation: Recognizing Ian Fulp

PROCLAMATION

Recognizing Ian Fulp

WHEREAS, Ian Fulp has served as the City of Kodiak Parks and Recreation Director since September 14, 1973, and will retire effective September 21, 2012; and

WHEREAS, Ian is one of the longest serving City employees in the City's history; and

WHEREAS, Ian has worked tirelessly to build the City's Parks and Recreation Department to provide an impressive array of sporting, recreational, and leisure activities for the benefit of all our citizens; and

WHEREAS, Ian has, with enthusiasm and effectiveness, made an excellent and constructive contribution to our community; and

WHEREAS, the Council of the City of Kodiak desires to recognize Ian for his years of service and contributions to our community.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, Alaska, do hereby encourage all our citizens to join with me to express our deep appreciation for Ian Fulp's distinguished service, and our best wishes for a long, happy, and productive retirement.

Dated this 13 day of September 2012.

City of Kodiak

Pat Branson, Mayor

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager *AK*

Thru: Glen Melvin PE, City Engineer & Mark *GM* ~~Wozak~~, Public ~~Works~~ *EM* Director *AK*

Date: September 13, 2012

Agenda Item: V.a. **Resolution No. 2012-25, Authorizing the City Manager to Adopt and Amend From Time to Time Standard Specifications Applicable to Earthwork, Portland Cement Concrete, Asphalt Surfacing, Sanitary Sewers and Storm Drains, Water Systems, Miscellaneous Items, and Standard Details For Construction on Public Property, and Repealing Resolution Number 2000-29 and Prior Resolutions Adopting Such Standard Specifications**

SUMMARY: The City of Kodiak is currently using Construction Standard Specifications adopted in 2000. In the years since the present addition was adopted, construction standards have changed somewhat and newer techniques and materials are now available. In September 2011, Council authorized a project to develop a comprehensive update to the City's Standard Construction Specification and Standard Details 2000 Edition. Staff recommends that Council accept the newly updated Standard Construction Specification and Standard Details 2012 Edition by adopting Resolution No. 2012-25.

PREVIOUS COUNCIL ACTION: Past records found that the City Council had adopted different versions of Standard Construction Specifications and Standard Details by resolution. The last update was in 2000. Council authorized funding for the project and approved a professional services contract to DOWL HKM to revise and update the document in FY2012.

DISCUSSION: Currently, all City projects are constructed using the City of Kodiak Standard Construction Specifications and Standard Details 2000 Edition. Since the adoption of this standard, construction has changed in some ways. Newer materials, as well as installation techniques, are now available.

Through the years of doing construction projects, errors in the 2000 edition have been found and are now corrected with the issuance of a special section in the bidding documents for each project. Updating the current edition will allow us to correct these known deficiencies and reduce time and costs to prepare bidding documents.

DOWL/HKM did a comprehensive rewrite and staff reviewed the new specifications several times. The insurance section was reviewed by the the City's insurance broker for current insurance standards in the

industry, and the City Attorney reviewed Division 100, modifications and additions to the standard general conditions of the construction contract sections for City Code compliance.

The final document, which is very large, will be retained in the Public Works office. However, for those interested in the changes, Attachment B provides an outline of the modifications and changes made to the 2000 edition of the City of Kodiak Standard Construction Specifications and Standard Details.

In the past the Standard Construction Specifications and Standard Details were adopted by resolution of the City Council. Staff and the City Attorney recommend that Council adopt the updated version by this resolution, which repeals past related resolutions, and allows the City Manager to approve any future modifications, corrections, or updates to the standards. This will improve the City's process as we move forward and construction standards change or new techniques and methods become available. It would also allow staff to correct errors that might materialize during use of the standards.

ALTERNATIVES:

1. Adopt Resolution No. 2012-25 to adopt the City of Kodiak Standard Construction Specifications and Standard Details 2012 edition, which is staff's recommendation because it meets staff's goal to formalize this needed update and allows future changes to be managed administratively.
2. Do not adopt the resolution. This is not recommended because approval is necessary to accept the new standards and improve the specifications as well as reductions to the special conditions in each project bid package.

FINANCIAL IMPLICATIONS: This project was budgeted in the FY2012, Streets Capital Improvement fund, Project No. 5028. The project will be complete once the resolution is adopted.

LEGAL: The City Attorney was consulted during the project, reviewed appropriate sections for compliance with the City Code, and drafted the attached resolution.

STAFF RECOMMENDATION: Staff recommends Council adopt the newly revised City of Kodiak Construction Specs 2012 Edition by adopting Resolution No. 2012-25.

CITY MANAGER'S COMMENTS: The City's construction standards and specifications documents have been out of date for many years, requiring the design consultants to issue appropriate specifications for each City project. The project to update and rewrite them was detailed and took us about a year to complete. Staff, the City Attorney, and the insurance broker all reviewed the new specifications and agree that they are ready to be implemented. Adopting the new specifications and standards will reduce time and cost in preparing the bidding documents, and the City will be able to reference appropriate standards on a regular basis without relying on consultants to develop them for each project the City undertakes. The resolution also allows future updates, changes, or corrections to the specifications be

done administratively, which is more appropriate than having Council do so. I support staff's recommendation and ask Council to adopt Resolution No. 2012-25.

ATTACHMENTS:

Attachment A: Resolution No. 2012-25

Attachment B: Two Final Summaries of Revisions and Final Summary of Details

PROPOSED MOTION:

Move to adopt Resolution No. 2012-25.

**CITY OF KODIAK
RESOLUTION NUMBER 2012-25**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE CITY MANAGER TO ADOPT AND AMEND FROM TIME TO TIME STANDARD SPECIFICATIONS APPLICABLE TO EARTHWORK, PORTLAND CEMENT CONCRETE, ASPHALT SURFACING, SANITARY SEWERS AND STORM DRAINS, WATER SYSTEMS, MISCELLANEOUS ITEMS, AND STANDARD DETAILS FOR CONSTRUCTION ON PUBLIC PROPERTY, AND REPEALING RESOLUTION NUMBER 2000-29 AND PRIOR RESOLUTIONS ADOPTING SUCH STANDARD SPECIFICATIONS

WHEREAS, the Council from time to time has adopted by resolution standard specifications for the design, construction, and installation of roads, public utilities, and other improvements on public property, and did so most recently by Resolution Number 2000-29; and

WHEREAS, to provide for the expeditious adoption and amendment of such standard specifications in response to improvements in technology and changed conditions, it is in the best interest of the City that the Council delegate such adoption and amendment of standard specifications to the City Manager;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that:

Section 1. The City Manager is authorized to adopt and amend from time to time standard specifications for the design, construction, and installation of earthwork, concrete, asphalt, surfacing, sanitary sewers and storm drains, water systems, and other miscellaneous improvements to be accepted at any time for operation, maintenance, or repair by the City of Kodiak.

Section 2. The City of Kodiak shall not accept for dedication, operation, maintenance, or repair, any improvement or facility that is not designed, constructed, and installed in compliance with the standard specifications adopted by the City Manager.

Section 3. Public utility facilities or other improvements that are not constructed in compliance with the standard specifications adopted by the City Manager shall not be connected to any public facility or other public improvement owned, operated, maintained, or repaired by the City of Kodiak.

Section 4. Resolution Number 2000–29, and any prior resolution adopting standard specifications for the design, construction, and installation of roads, public utilities, and other improvements on public property, are hereby repealed

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Detail #	Details Existing in 2001	Detail #	Revised Details 2012	Revised
300	1 Curb and Gutter Cross Sections	300	1 Curb and Gutter Cross Sections	Y
	2 Parallel Curb Ramp		2 Accessible (Type 1A/2A)Curb and Gutter Sections	Added
	3 Perpendicular Curb Ramp		3 Parallel Curb Ramp	Y
			4 Perpendicular Curb Ramp	Y
			5 Sidewalk Retaining Wall 6" to 24"	Added
			6 Curb Type Retaining Wall 2' to 3'	Added
			7 Sidewalk Retaining Wall 2' to 5'	Added
500	1 Sanitary Manhole Type A	500	1 Sanitary Manhole Type A	Y
	2 Sanitary Manhole Type B		2 Sanitary Manhole Type B	Y
	3 Sanitary Manhole Type C		3 Sanitary Manhole Type C	Y
	4 Type A and B Manhole Base Plan		4 Type A and B Manhole Base Plan	N
	5 Manhole Heights		5 Manhole Heights	N
	6 Dust Pan		6 Dust Pan	N
	7 Manhole Cover and Frame		7 Manhole Cover and Frame	Y
	8 Bolt - Down Watertight Manhole Ring and Cover		8 Bolt - Down Watertight Manhole Ring and Cover	Y
	9 Drop Connection Type A & B Manhole		9 Drop connection Type A & B Manhole	N
	10 Typical Beaver Slide Type A & B Manhole		10 Typical Beaver Slide Type A & B Manhole	N
	11 Sewer Service Connection (Complete)		11 Sewer Service Connection (Complete)	N
	12 Service Riser/Side Entry For Deep Sewer - Ductile Iron		12 Service Riser/Side Entry For Deep Sewer - Ductile Iron	N
	13 Sewer Service Connection (R.O.W. Only)		13 Sewer Service Connection (R.O.W. Only)	Y
	14 Sanitary Cleanout Cover		14 Typical 4" Sewer Service Connection	Added
	15 Sanitary Cleanout		15 Sanitary Cleanout Cover	N
	16 Sanitary Cleanout	N		
	17 Typical Trench Section (Water, Sanitary Sewer and Storm Drain)	Added		
600	1 Plug and Shackle for Bell and Spigot Pipe	600	1 Plug and Shackle for Bell and Spigot Pipe	N
	2 Thrust Block		2 Thrust Block	N
	3 Typical Valve Box		3 Typical Valve Box Valves Larger Than 2"	Y
	4 Single Pumper Hydrant Assembly		4 Single Pumper Hydrant Assembly	Y
	5 Double Pumper Hydrant Assembly		5 Double Pumper Hydrant Assembly	Y
	6 Hydrant Guard Posts		6 Hydrant Guard Posts	N
	7 Typ. Connect of Hydrant on Fire Line Service Connect		7 Typ. Connect of Hydrant on Fire Line Service Connect	N
	8 Water Service Connect 1"		8 Water Service Connect 1"	Y
	9 Water Service Connect 1 - 1/2" and 2"		9 Water Service Connect 1 1/2" and 2"	Y
	10 Meter Pit		10 Relocate Water Main (Storm Drain)	Added
	11 Relocate Water Main (Storm Drain)		11 Relocate Water Main (Sanitary Sewer/Storm Drain)	Y
	12 Relocate water Main (Sanitary Sewer)			
700	1 Corrugated Metal Pipe Band Detail	700	1 Corrugated Metal Pipe Band Detail	N
	2 Findrain		2 Fin Drain Detail	Y
	3 Underdrain		3 Subdrain	Y
	4 Type I Storm Drain Manhole		4 Type I Storm Drain Manhole	Y
	5 Type II Drain Manhole		5 Type II Drain Manhole	Y
	6 Type III Drain Manhole		6 Type III Drain Manhole	Y
	7 Type III Precast Concrete Reducing Slab		7 Type III Precast Concrete Reducing Slab	N
	8 Precast Catch Basin For Standard Curb and Gutter		8 Precast Catch Basin	Y
	9 Catch Basin Inlet for Standard Curb and Gutter		9A, 9B Catch Basin Inlet for Standard Curb and Gutter	Y
	10 Precast Catch Basin for Rolled Curb and Gutter		10 Catch Basin Inlet for Rolled Curb Gutter	Y
	11 Precast Concrete Reducing Slab (72" to 48")		11 Field Inlet Frame and Grate	Added
	12 Precast Concrete Reducing Slab (72" or 48" to 26")		12 Precast Concrete Reducing Slab (72" to 48")	N
	13 Storm Drain Drop Connection (2' Min. Drop)		13 Precast concrete Reducing Slab (72" or 48" to 26")	N
	14 Storm Drain Drop Connection (2' Min. Drop)	Y		
	15 Storm Drain Drop Connection (4' Min. Drop)	Added		
	16 Storm Drain Cleanout	Added		
	17 Box Type Catch Basin	Added		
	18 Gutter installation for Box Type Catch Basin	Added		
	19 CPEP Culvert Bar Guard	Added		
	20 Footing Drain Service	Added		
	21 Yard Drain	Added		
800	1* Precast Concrete Barriers	800	1 Precast Concrete Barriers	N
	2* Precast Concrete Barriers		2 Precast Concrete Barriers	N
	3 Precast Concrete Barriers		3 Precast Concrete Barriers	N
	4 Sign Location Post Mounted		4 Sign Location Post Mounted	N
	5 Sign Location Post Mounted		5 Sign Location Post Mounted	N
	6 Sign Location Post Mounted		6 Sign Location Post Mounted	N
	7 Sign Location Post Mounted		7 Sign Location Post Mounted	N
	8 Sign Location Post Mounted		8 Sign Location Post Mounted	N
	9 Sign Location Post Mounted		9 Sign Location Post Mounted	N
	10 Sign Location Post Mounted		10 Sign Location Post Mounted	N
	11 Sign Location Post Mounted		11 Sign Location Post Mounted	N
	12 Street Name Signs		12 Street Name Signs	N
	13 Sign on Existing Post		13 Sign on Existing Post	N
	14 D3-1 on Existing Post		14 D3-1 on Existing Post	N
	15 Concrete Foundation for Sign Post		15 Concrete Foundation for Sign Post	N
	16 Fence Details		16 Fence Details	N
	17 Fence Details		17 Fence Details	N
	18 Adjust Service Key Box		18 Adjust Service Key Box	N
	19 Solid Bollard		19 Solid Bollard	N
	20 Removable Bollard		20 Removable Bollard	N
			21 Modular Wall Typical Section - Gravity Wall	Added
			22 Mail Pad Detail	Added
			23 Shrub Planting Detail	Y
			24 Conifer Planting Detail	Y
			25 Decisuous Tree Panting Detail	Y

City of Kodiak Standard Construction Specifications
Summary of Revisions
DOWL HKM
July 25, 2012

DIVISION 100 MODIFICATIONS AND ADDITIONS TO STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

- Revised to reflect changes to the “Standard General Conditions of the Construction Contract by the EJCDC.
- Revised the insurance requirements for Contractors.
- Added **Article 19 – Additional Requirements**. These are based on City of Kodiak Ordinances.

DIVISION 200 EARTHWORK

- Revisions throughout except for Section 205 – Leveling Course & 208 – Rip Rap
- Added the following Pay Items
 - 203(7) Common Excavation Lump Sum
 - 203(8) Unclassified Excavation Lump Sum
 - 203(9) Muck Excavation Lump Sum
 - 203(10) Rock Excavation Lump Sum
 - 204(4) Classified Material Lump Sum
 - 206(3) Pipe Bedding Material Ton
 - 207(11) Remove Storm Drain Pipe Linear Foot
 - 207(12) Remove Existing Sign Each
 - 207(13) Remove Concrete Stairs Lump Sum
 - 207(14) Remove Concrete Retaining Wall Linear Foot
 - 207(15) Coordinate Structure Relocation Lump Sum
- Added the following Sections:
 - Section 209 – Disposal of Unusable or Surplus Material
 - Section 210 – Furnish Filter Material
- Removed “Pavement Planing” from Section 207 – Removal of Structures and Obstructions.

DIVISION 300 PORTLAND CEMENT CONCRETE

- Revised entire Division 300 to reflect the latest version of the ACI 301 -2012.
- Added Section 305 – Portland Cement Concrete Curb Ramps, and removed the requirement for the Contractor to provide a test square of broom finished concrete or a representative from the Detectable Warning Manufacturer to supervise the installations..

DIVISION 400 ASPHALT SURFACING

- Revised the following Pay Items
 - 402(1) Asphalt Concrete Pavement Ton
 - 402(2) Asphalt Concrete Pavement Square Yard
 - 402(3) Asphalt Concrete Pavement Linear Foot
 - 402(4) Asphalt Concrete Sidewalk, Type IIIB Linear Foot
- Section 404 – Pay Item Tack Coat has been made incidental to Asphalt Concrete Pavement..
- Added Section 406 – Pavement Rotomilling

DIVISION 500 SANITARY SEWERS

- Section 502 – Furnish and Install Pipe: provided language to give the Contractor the option to coordinate Video Inspection by COK Public Works during pipe installation.
- Section 508 – Sanitary Sewer Services: Added a Pay Item and language throughout the Sections for when the Contractor must perform work outside the R.O.W. when connecting to existing sewer services.
- Added the following Sections:
 - Section 511 – Uninterrupted Sanitary Sewer Service
 - Section 512 – Raise or Lower Sewer Service
 - Section 513 – Adjust Sanitary Sewer Manhole Cone to Finish Grade
- Added the following Pay Items
 - 508(2_) Sanitary Sewer Extension (Size) Each

DIVISION 600 WATER SYSTEMS

- Section 602 – Furnish and Install Pipe: Flushing and Testing has been revised to require the Contractor to perform open-bore flushing, disinfection, and hydrostatic testing in THAT ORDER.
- Section 606 – Water Service Lines: Added Paragraph “F Connection to Existing Water Service Lines” in Article 606.3 & 606.4 and revised the Pay Items to reflect changes.
- Added the following Sections:
 - Section 609 – Replace Valve Box
 - Section 610 – Reset Valve Box Sections Below Finish Grade
 - Section 611 – Replace Top Section of Valve Box
 - Section 612 – Abandon Pipeline in Place
 - Section 613 – Connect to Existing Water System
 - Section 614 – Relocate Water Main
 - Section 615 – Adjust Key Box

DIVISION 700 STORM DRAIN SYSTEMS

- Section 703 “Fin Drains and Under Drains” is now titled “Fin Drains and Sub Drains”
- Added the following Sections:
 - Section 707 – Connect to Existing Storm Drain
 - Section 708 – Connections to Existing Manholes or Catch Basins
 - Section 709 – Adjust Catch Basin to Finish Grade
 - Section 710 – Construct Open Ditch
 - Section 711 – Culvert
 - Section 712 – Oil and Grit Separator

DIVISION 800 MISCELLANEOUS


- Revised the following Sections to better reflect current industry standard practices:
 - 802 Traffic Maintenance
 - 803 Erosion and Pollution Control
 - 804 Temporary Erosion and Pollution Control
 - 805 Construction Surveying
 - 806 Standard Signs

- Added the following Sections:
 - Section 818 - -Reconstruct Driveway
 - Section 819 – Modular Block Retaining Wall
 - Section 820 – Landscaping (Trees and Shrubs)
 - Section 821 – Test Pits
 - Section 822 – Remove Guardrail
 - Section 823 - Guardrail

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: September 13, 2012

Agenda Item: V.b. **Resolution No. 2012-26, Appropriating Funds to Pay the Cost of Repairing the Kodiak Police Department Boiler and Authorizing the City Manager to Award a Contract for the Repair Work**

SUMMARY: In January of this year, leaks were detected in the Kodiak Police Department heating system. Within a period of about six weeks, the impeller seals in the boiler pumps began to fail. John's Heating Service was brought in to do immediate repairs and help identify the problem. John's Heating found the leaks and failures were due to contaminated glycol, which is the product used in this system to prevent freezing of the lines and facilitate heating and cooling.

The failures began and the cause was determined shortly after the warranty period expired on the boiler system. Over the past several months, staff worked with the designer and contractors to determine if this was a design or installation error, but no determination has been made. In the meantime, repairs must be made in order to minimize the damage and keep the building adequately heated as winter approaches. Staff recommends Council take steps to appropriate the funds necessary to remove the contaminated glycol, flush the system, make repairs as necessary, and replace the glycol.

The City Attorney recommended that Council appropriate the funds for the repair by resolution because this is not a budgeted project. Per the City Charter, Council may make an appropriation that is not included in the approved budget by resolution.

Further action to authorize the award of a repair contract with John's Heating will be taken up by Council later in the meeting.

PREVIOUS COUNCIL ACTION: None.

ALTERNATIVES:

1. Adopt Resolution No. 2012-26, which is staff's recommendation because it is the method by which Council appropriates the funds necessary to complete the boiler system repair and allows the City Manager to award a repair contract.
2. Do not adopt the resolution, which is not recommended because the repairs must be completed before winter and to do so would delay the appropriation of funds and not allow the repair contract to be awarded.

FINANCIAL IMPLICATIONS: As outlined in the attached resolution, the funds necessary to complete these repairs will be transferred from the Insurance Fund and expensed to the claims paid account in the same fund.

LEGAL: Staff discussed the steps needed to appropriate funds and approve the repairs to the KPD boiler system with the City Attorney. He said the action to appropriate the funds and allow the Manager to award a contract for the repairs should be done by resolution, which he drafted. He explained that this action is consistent with requirements of the City Charter Article 5, Section V-4.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2012-26 as discussed in the memo.

CITY MANAGER'S COMMENTS: It is important to approve this resolution to appropriate the funds to allow a contract to be authorized to John's Heating to make the necessary repairs in a timely fashion (see agenda item V.e.).

ATTACHMENTS:

Attachment A: Resolution No. 2012-26

PROPOSED MOTION:

Move to adopt Resolution No. 2012-26.

**CITY OF KODIAK
RESOLUTION NUMBER 2012-26**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK
APPROPRIATING FUNDS TO PAY THE COST OF REPAIRING THE KODIAK
POLICE DEPARTMENT BOILER AND AUTHORIZING THE CITY
MANAGER TO AWARD A CONTRACT FOR THE REPAIR WORK**

WHEREAS, the heating system at the Kodiak Police Station began to leak and the boiler system began to experience pump failures shortly after the one-year warranty period expired in January 2012; and

WHEREAS, diagnostic tests on the boiler system were performed to determine the cause of the leaks and pump failures; and

WHEREAS, it was determined the cause of the failures was due to contamination of the glycol used in the heating and boiler system; and

WHEREAS, it was determined that the glycol was not installed according to specifications and has to be replaced; and

WHEREAS, repairs must be completed as soon as possible; and

WHEREAS, Article 5 of the City of Kodiak Charter requires an appropriation of funds outside the budget process to be made by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska:

Section 1. The Fiscal Year 2013 Operating Budget is amended by appropriating the use of fund balance in the amount of \$37,000.00 from the City's Insurance Fund to the following accounts to pay the cost of repairing the Kodiak Police Station boiler:

Appropriation / Use of Fund Balance:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
780.001.385.100	Use of Fund Balance	\$37,000.00

Expense Account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
780.790.100.450.114	Claims Paid	\$37,000.00

Section 2: The City Manager is authorized to award a contract for the repair of the Kodiak Police Station boiler without competitive bidding pursuant to KCC 3.12.070(a)(2) to John's Heating in the amount of \$37,000.00, and to execute the contract and other necessary documents.

Section 3. This resolution shall become effective upon adoption.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager *AK*
Thru: Marty Owen, Harbormaster *MNOwen*
Date: September 13, 2012
Agenda Item: V.c. **Authorization of a Technical Services Contract With Willard A. Feda to Operate the Marine Travelift**

SUMMARY: Willard (Bill) Feda has been under contract with the City to operate the Marine Travelift since operations started in 2009. His contract expired August 31, 2012. A new two-year contract with a continuation of the same terms was discussed with the contractor and is ready for Council approval. Staff recommends Council authorize a two-year technical services contract with Willard A. Feda for boat lift operations at the boatyard.

PREVIOUS COUNCIL ACTION: The Council previously approved contracts with Mr. Feda on July 23, 2009, and on August 26, 2010.

DISCUSSION: Mr. Feda is the only person on Kodiak Island with the training and experience to operate the City's 660-ton Marine Travelift. Under the current contract, Mr. Feda has successfully lifted over 140 vessels since the yard opened Oct 2, 2009. He has a clean safety record. Staff and customers work well with him and he is a key member of the boatyard team. Without his expertise, the City would have a difficult time operating the boatyard.

The terms in the contract are unchanged from the previous contract, which expired at the end of August. The hourly rate of \$100/hour is comparable to the Group 1A Davis-Bacon heavy crane operator (\$55.04 plus workmen's compensation plus liability insurance). As a contractor, Mr. Feda is required to provide his own commercial insurance package with the City of Kodiak named as an "additional insured." As an independent contractor, Mr. Feda is not eligible for City benefits. He continues to agree to work on short notice call outs. Staff believes the rate of compensation is reasonable and a good value to the City. The Harbormaster proposes the new contract be for two years.

ALTERNATIVES:

1. Council may approve the contract as negotiated, which is staff's recommendation since Mr. Feda provides an essential operational service to the boatyard.
2. Council may amend the contract, or not, approve the contract, neither of which is recommended. The Harbor Department does not have a position or an experienced employee to operate the lift. However, one of the harbor maintenance mechanics has sufficient training to lift a boat in an emergency should Feda not be available.

FINANCIAL IMPLICATIONS: Funds for this contract are included in the FY2013 Boatyard/Lift Enterprise Fund budget approved by Council in June 2012.

LEGAL: Previous contracts with Feda received legal and insurance review. The terms and wording have not changed.

STAFF RECOMMENDATION: The Harbormaster recommends Council authorize the technical services contract with Willard A. Feda for Harbor Department boat lift operations for a two-year term at the rate of \$100/hr with funds coming from the Boat Yard/Vessel Lift Enterprise Fund, Professional Services Account.

CITY MANAGER'S COMMENTS: Bill Feda has provided his expertise to the City and Harbor for the past three years. He is safe, responsible, and willing to meet the Harbormaster's need for an experienced lift operator. We are fortunate to have a local resident with this set of unique skills. I recommend Council authorize this two-year contract.

ATTACHMENTS:

Attachment A: Technical Services Contract for Boatlift Operations

PROPOSED MOTION:

Move to authorize a two-year technical services contract, Contract No. 205502, with Willard A. Feda to operate the Harbor Marine Travelift, with funds coming from the Boat Yard/Vessel Lift Enterprise Fund, Professional Services Account.

CITY OF KODIAK
Technical Service Agreement
Marine Travelift Operator for Kodiak Boatyard
Contract No. 205502

THIS AGREEMENT is entered into this 14th day of September, 2012, by and between **Willard A. Feda** (hereinafter called "Contractor"), and the **CITY OF KODIAK** (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Contractor to be the lead operator of the 660-ton Marine Travelift for the boatyard operated by the City of Kodiak; and

WHEREAS Contractor is properly licensed and insured and has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Contractor will, as requested, perform such work.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. *Employment of Contractor.* Contractor agrees to provide technical services in accordance with the provisions of this Agreement. A written description of the work to be performed is set out in the attached exhibit, a copy of which is attached hereto and incorporated by reference.
2. *Scope of Services.* The scope of services in **Exhibit A** describes and defines the services and responsibilities. The Contractor shall exercise independent professional judgment in performing its obligations and responsibilities under this Agreement. The Contractor services shall be available upon execution of the Agreement by the City. The Contractor shall perform the tasks as set forth in **Exhibit A**. The Contractor shall also attend or otherwise learn all necessary training required for effective boatyard and Travelift operations, including safety training, operating training, and environmental awareness.
3. *Term and Duration.* This agreement is for two (2) years, beginning September 14, 2012, and ending August 31, 2014. It may be extended by the mutual written agreement of City and Contractor.
4. *Performance.* Contractor agrees to perform the work on a non-exclusive basis, when requested, as described in the Scope of Services at Exhibit A. The Contractor is not authorized to perform any work or incur any expense other than his own labor without the prior written approval of the City.
5. *Operator Compensation.* The City agrees to pay the Contractor for the services under this Agreement at \$100 per hour for the duration of the contract. The Contractor will not be compensated by vessel owners for operation of the Travelift. Upon receipt of monthly invoices, City agrees to make payments to Contractor within 30 days during the term of this agreement.
6. *Labor*
 - a. The City shall provide labor to assist the Contractor. Use of City personnel will be coordinated by the Harbormaster or the Deputy Harbormaster. Operations after normal business hours will be avoided unless deemed necessary and appropriate by the Harbormaster or Deputy.

- b. Contractor will communicate with City personnel prior to movement of each vessel and clearly explain details of the operation, ensuring all involved personnel understand their role, their specific tasks and communication protocols.
 - c. As a safety precaution, Contractor agrees to not perform the lift or launch vessels without sufficient personnel (minimum two) to assist in such activities.
7. *Independent Contractor Status.* In performing under this Agreement, Contractor acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder. Contractor shall have the authority to direct activities of the additional personnel as described in Section 6 above, so long as such direction is intended for the safety of the vessels and personnel on-site and during training of a back-up Travelift operator.
8. *Assignment.* Contractor is selected for his individual expertise in operating a Marine Travelift and, therefore, shall not assign any of the duties of this Agreement without the prior written consent of City, which the City may withdraw at its sole discretion.
9. *Subcontracting.* Contractor may not subcontract its performance under this Agreement without prior written consent of City, which the City may withhold at its sole discretion.
10. *Designation of Representative.* The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the City Manager or Harbormaster or such other person as he/she may designate in writing.
11. *Termination.*
- a. Either party shall have the right to terminate this Agreement in whole or in part at any time, by delivery of twenty (20) days written notice, specifying the extent and effective date hereof. After receipt of such notice, Contractor shall stop work hereunder to the extent and on the date specified in such notice, terminate all other commitments to the extent they relate to the work terminated, and deliver to City all computations and other material and information prepared or developed hereunder in connection with the work terminated.
 - b. In the event of any termination pursuant to this clause, Contractor shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 4 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Contractor shall not be entitled to any compensation on anticipated services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.
12. *Ownership and Use of Documents.* Contractor agrees that all pertinent calculations, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce and use, and to authorize others to disclose, reproduce and use such documents for projects worked on.
13. *Performance Standard.* Services performed under this Agreement shall be in accordance with public sector administration requirements and Best Management Practices and shall comply with all applicable codes and standards.

14. *Compliance with Applicable Laws.* Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, order, rules and regulations applicable to its performance hereunder.
15. *Records and Audit.* Contractor agrees to maintain sufficient and accurate records and books of hauls and launches, including detailed hauling profiles of each vessel, complete date and time records, showing all direct labor hours expended and all costs incurred and the same shall be provided in a timely fashion to the City for its record keeping.
16. *Notices.* Official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, addressed as below. The addresses specified may be changed by either party by giving written notice thereof to the other party.

To City:
 Kodiak City Manager
 Aimée Kniaziowski
 710 Mill Bay Rd, Room 219
 Kodiak, Alaska 99615

To Contractor:
 Willard A. Feda
 P.O. Box 2933
 Kodiak, Alaska 99615

17. *Venue/Applicable Law.* The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.
18. *Attorney's Fees.* In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal there from.
19. *Waiver.* No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.
20. *Binding Effect.* The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.
21. *Entire Agreement/Modification.* This agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.
22. *Indemnity.* Contractor agrees to indemnify, defend ,with legal counsel approved by City of Kodiak, and hold the City of Kodiak and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from the performance by the Contractor or any of its Subcontractors under the Agreement, or the WORK or SERVICES provided or the condition or use thereof, regardless of any negligence of the City of Kodiak or their respective agents or employees, excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the City of Kodiak.

23. *Insurance.* The Contractor shall carry, at his sole expense, shall procure and maintain the following insurance:
- a. **Minimum Scope of Insurance**
 - (1) Commercial Marine Liability
 - (2) Commercial Automobile Liability Insurance
 - b. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

 - (1) Commercial Marine Liability:
 - (A) \$1,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from operation of the City of Kodiak 660-ton Marine Travelift. The general aggregate limit shall be \$2,000,000.
 - (2) Auto Liability:
 - (A) \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

 - (1) Commercial Marine Liability and Automobile Liability
 - (A) The City of Kodiak, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of Kodiak, its Administrator, officers, officials, employees and volunteers.
 - (B) The Contractor's insurance coverage shall be primary insurance as respects the City of Kodiak, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Kodiak, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
 - (C) The Contractor's insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subconsultant for the City.
 - (2) Employer's Liability

The Contractor's insurer shall agree to waive all rights of subrogation against the City of Kodiak, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the city of Kodiak.
 - (3) All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City of Kodiak. Such notice shall be mailed by the Contractor's insurer(s) to the attention of the City of Kodiak City Manager.
 - d. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.
 - e. **Verification of Coverage**

Contractor shall furnish the City of Kodiak with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City of Kodiak, or

which meet industry standard. The City of Kodiak reserves the right to require complete, certified copies of all required insurance policies, at any time.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

CITY OF KODIAK

OPERATOR

Aimée Kniaziowski, City Manager

Willard A. Feda

ATTEST:

WITNESS:

Debra Marlar, City Clerk

EXHIBIT A
Scope of Services
Kodiak Boatyard
Marine Travelift Operator

1. Operate the Marine Travelift 600C Mobile Boat Hoist, Z9368, SN 3433-0409, the Travelift, per the operation and maintenance manual as required for lifting, moving, blocking and launching vessels.
2. Be available, as scheduled by Harbormaster, and/or his designee to lift, move, block, launch and vessels. Vessels shall be transported to the wash down pad and to dry moorage as directed by the Harbormaster.
3. The Contractor shall work closely with the Harbormaster to schedule all lifts, moves and launches. No vessel shall be lifted without the owner or designee agreeing (in writing) to yard policies and the Kodiak Boatyard's best management practices. No vessel shall be launched without insuring that the vessel's boatyard fees have been paid.
4. Perform visual inspections of lift, straps and cables prior to, and after, each use per the Marine Travelift operation and maintenance manual.
5. Agree to use the highest level of safety precautions at all times while operating the Travelift.
6. Agree to use ground crew of no less than two additional City employees for every lift, launch or movement. City staff to be hired by Harbormaster or designee. Ground crew may be augmented with vessel crew members.
7. The Contractor shall train at-least one City employee (as designated by the Harbormaster), to be the back-up lift operator. Training shall be hands-on and include actual boat lifts and launches under the direct supervision of the Contractor. A record of such training shall be kept. Once trained, the back-up operator will maintain his skills by lifting and/or launching at least one boat per quarter under the Contractor's supervision and will operate the Travelift when the Contractor is on vacation, sick, or otherwise unavailable.
8. Keep the straps and cables clean and free of debris that may cause premature deterioration.
9. Check all fluid levels before use and maintain proper fuel levels and oil levels at all times.
10. Report to Harbormaster or designee any and all defects or repairs or maintenance needs on the day such needs are identified.
11. Non-routine maintenance expenses shall be approved, in advance by the Harbormaster.
12. All lifts and launches shall not exceed the recommended loads as is specified by Marine Travelift.
13. Loads must be properly distributed per the Travelift operator's manual.
14. All vessels being lifted for the first time must have a verifiable displacement provided to the operator. If displacement is unknown, and in the operators opinion may be projected to be within 15% of the limits of the machine, the operator shall require the vessel owner/operator to provide calculated displacement prior to lifting the vessel.
15. Owner/operators of all vessels to be lifted must identify the known underwater fixtures, transducers, bearing and shaft locations and any other underwater appendages that my affect the strap placement. If such cannot be specifically identified ahead of time, inspection by a diver must be required prior to lifting such vessel.

16. Contractor shall record weight and other data on each vessel lifted. A photograph or notes regarding strap locations and underwater appendages, as well as displacement reading of Travelift gauges shall be recorded. Notes shall record each vessel's load, including water, fuel, freight, etc.
17. Contractor must attend any training deemed necessary by the Harbormaster for effective boatyard and Marine Travelift operations, including safety training, operator training and environmental awareness. The Contractor may bill the City for training time at the rate specified in paragraph 5 of the contract. Travel expenses shall be paid by the operator.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Knjaziowski, City Manager
Thru: Mark Kozak, Public Works Director and Glenn Melvin PE, City Engineer
Date: September 13, 2012

Agenda Item: V. d. Authorization of Professional Services Contract Amendment for Shelikof Pedestrian Pathway Improvement Project No. 8016/10-04

SUMMARY: In October 2011 Council authorized a professional services contract for design services to DOWL HKM to complete the design of Phase I of the Shelikof pedestrian improvement project in the amount of \$218,336. During the design process several items required additional work beyond the agreed design concept and scope of work. On behalf of DOWL HKM, staff is requesting an amendment to DOWL's original Phase I contract for this extra work. Staff recommends that Council approve the modification to the design contract in the amount of \$24,463.

PREVIOUS COUNCIL ACTION:

- December 2009: Council authorized an award to DOWL HKM to oversee a public process to identify the preferred pedestrian route and to complete 35% design for the sidewalk and pedestrian amenities to accommodate cruise ship passenger foot traffic.
- June 2010: DOWL presented the design study to Council who identified Shelikof as the preferred route for a sidewalk and associated pedestrian improvements.
- October 2011: Council approved the final design for Phase I of the Shelikof Pedestrian Improvements to DOWL HKM in the amount of \$218,336.

DISCUSSION: In 2008 and 2009, the City identified the need for pedestrian improvements from Pier II to downtown Kodiak to more safely accommodate the increasing number of cruise ship passengers coming to Kodiak. The City hired DOWL HKM to manage a public process to identify the preferred pedestrian route, conduct geotechnical investigations and surveys, prepare a concept design of the options, and prepare 35% design documents for the preferred route. Shelikof Street was identified as the preferred pathway location, and DOWL completed the 35% design on an eight foot wide, ADA accessible sidewalk along Shelikof Street. The 35% design level provided the City with early level cost estimates for construction, including needed parking improvements. As the design project continued to develop several methods were evaluated on how to manage the large rock cut needed in the area of the North Pacific Fuel tanks.

Structural Design: The original 35% design effort was based on cutting the rock face back at a 1 to ½ ratio which, upon detailed study, would have put the rock cut out side of the Right of Way (ROW) at the

top of the rock embankment and within five feet of the fuel containment around the base of the fuel tanks. The project team evaluated options for how to build the rock cut face without encroaching on North Pacific Fuel's property and avoid being near the fuel tanks and their containment system.

The final selected option is to cut the rock at an almost vertical face and then build a concrete revetment wall that faces the cut in concrete and is anchored to the rock with embedded concrete anchors. This process will keep the wall and work within the City's ROW and stay much further away from the containment system around the North Pacific Fuel tanks. This also allows the City to avoid ROW acquisition from the property owners.

The structural design work for the revetment wall and retaining wall were not part of the original scope of work. This work was performed for a lump sum fee of \$11,880.

Additional Landscape: Because the project will now have large sections of concrete walls, additional design work was used to design some features into the walls to improve the visual aspects of the walls. This fits along with what was done on other large walls such as used on the top of Alder Lane and Natalia. This work was completed as a lump sum in the amount of \$4,495.

Public Involvement: The project included some fees for public involvement process. As the project has progressed, additional meetings with businesses and area users have increased the time spent on the public involvement process. This process is ongoing. This request is for a lump sum increase of \$3,968.

Bidding Phase Service: This service was not included in the original design contract. As the project has progressed into the bidding phase, we have held a pre-bid construction meeting which generated questions from the Contractors for clarification of design. DOWL HKM has responded to the questions and provided technical support to City Staff. This included issuing several addendum's to the contract documents for clarification of instructions. This phase of work is requested at \$4,120 on a time and material bases.

The work identified in the four categories listed above totals \$24,463, and the project budget has adequate funds remaining to cover the additional costs.

ALTERNATIVES:

1. Authorize additional professional services fees to the contract for design services with DOWL HKM in the amount of \$24,463. This is staff's recommendation because it completes the design of the project.
2. Do not authorize the additional fees to the contract for design services with DOWL HKM. This is not recommended since the work has already been performed and all effort was made to keep the project within existing ROW to avoid additional ROW purchase and reduce risk to private

property impacts from the project. ROW services alone for property transfer and agreements were estimated to exceed \$40,000 without property cost.

FINANCIAL IMPLICATIONS: This project is funded through state grants with funds from the state's cruise ship excise tax monies. The project has adequate funds within the project budget account number 8016 to cover the increase in fees.

STAFF RECOMMENDATION: Staff recommends Council authorize an amendment to the professional services contract with DOWL HKM for design services for Pedestrian Improvements from Pier II to Downtown Kodiak, Project No. 8016/10-04 in the amount of \$24,463, with funds coming from Harbor Cargo Capital Development Fund.

CITY MANAGER'S COMMENTS: I support staff's recommendation that DOWL's contract be amended to cover the additional work needed to complete the design phase for the items listed above. The amount is acceptable, the costs are grant eligible, there are adequate funds in the project budget to cover these costs, and the costs are offset by the estimated savings for the acquisition of property ROW. I recommend Council authorize the contract amendment.

ATTACHMENTS:

Attachment A: DOWL HKM Design Additional Service Request

PROPOSED MOTION:

Move to authorize an amendment to the professional services contract with DOWL HKM for design services for the Pedestrian Improvements from Pier II to Downtown Kodiak, Project No. 8016/10-04 in the amount of \$24,463, with funds coming from Harbor Cargo Capital Development Fund.



August 3, 2012
W.O. 60397

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

Subject: Shelikof Pedestrian Improvements, Phase II
Additional Services Request

Dear Mr. Kozak:

DOWL HKM is pleased to submit a scope of work and budget for structural design, additional landscape design, and public involvement.

SCOPE OF WORK

In more detail, our services will include:

Task AS-5: Structural Design (Lump Sum [LS]). The original scope of work assumed the rock face would be sloped away from the proposed pedestrian facilities. As the design has progressed and right-of-way (ROW) impacts assessed, it was determined through coordination with the City that the best approach is to install concrete walls along the corridor, thus limiting rock exaction and right-of-way (ROW) impacts.

We propose to design a revetment wall to stabilize the rock face that would include grouted rock anchors embedded into a reinforced concrete facing. The design of the rock anchors will be done using mechanical properties of the bedrock material established by our geotechnical engineers. The concrete facing design will be done in accordance with ACI 318, Building Code Requirements for Structural Concrete. It is understood this work may be included as part of a comprehensive street landscaping project. To that end, the structural engineers will coordinate with DOWL HKM's landscape architects as needed.

We anticipate that a revetment wall will not be feasible along the entire corridor, and the use of a traditional cantilevered retaining wall will be necessary at the Jack Hinkel end of the project. We will develop separate details for each wall needed. An existing culvert near the Jack Hinkel intersection may be shortened with the surrounding topography and redirected under the retaining wall. DOWL HKM's structural engineers will work with the road designers to determine the culvert elevations once the geometry is established. We propose to design a cast-in-place concrete retaining wall in accordance with ACI 318, Building Code Requirements for Structural Concrete.

Task AS-6: Additional Landscape Design (LS). The inclusion of concrete walls into the project design has opened up a number of streetscape design opportunities that are beyond the original scope. We will develop a wall profile that matches the rock face, and design the concrete wall patterns.

Mr. Mark Kozak
City of Kodiak
August 3, 2012
Page 2

Task AS-7: Public Involvement (LS). The DOWL HKM design team has taken a proactive approach to keeping the community involved throughout the design process. The design team has done this by presenting the most recent pedestrian and parking improvements to the City of Kodiak Council and Ports and Harbor Advisory Board (PHAB). The team will continue to coordinate with adjacent property owners and the Shelikof Street corridor stakeholders to insure that their input is considered.

Task AS-8: Bidding Phase Services (T&M). DOWL HKM's design team will answer questions, develop responses, and provide revised drawings as needed.

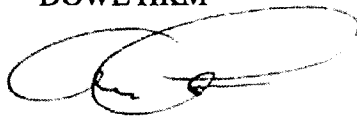
FEE PROPOSAL

We propose to furnish the above-described services for a total sum of \$24,463. This total fee consists of the following components, which are covered in detail on the attached estimates:

Task AS-5: Structural Design (LS).....	\$11,880
Task AS-6: Additional Landscape Design (LS)	\$ 4,495
Task AS-7: Public Involvement (LS)	\$ 3,968
Task AS-8: Bidding Phase Services (T&M).....	\$ 4,120
Total	\$24,463

We trust adequate information has been provided for you to evaluate our proposal. We look forward to working with you and will be happy to answer any additional questions you may have.

Sincerely,
DOWL HKM



Aaron R. Christie, P.E.
Project Manager

D60397.01.Kozak.ARC.080312.cam

Attachment(s): As stated

This revised proposal/agreement is accepted, and DOWL HKM is authorized to proceed with the work.

Aimee Kniaziowski, City Manager

Date

**DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES**

PROJECT:	Shelikof Street Pedestrian Improvements, Phase II Amendment No. 1	WO#:	1124.60397.02
		DATE:	August 3, 2012
		Prepared by:	ARC
CLIENT:	City of Kodiak		

Tasks			Total Fees
AS-5	Structural Design (LS)		\$11,880
AS-6	Additional Landscape Design (LS)		\$4,495
AS-7	Public Involvement (LS)		\$3,968
AS-8	Bidding Phase Services (T&M)		\$4,120
	Total For Amendment No. 1		\$24,463

**DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES**

PROJECT:	Shelikof Street Pedestrian Improvements, Phase II Amendment No. 1							WO#	1124 60397.02
							DATE	3-Aug-12	
							Prepared by	ARC	
CLIENT:	City of Kodiak								
	Labor Category	Project Manager	Engineer	Engineer	Technician	Structural Engineer	Admin Asst	Expenses	TOTALS
		A. Christie	N Hayden	E Voorhees		M.Mettler			
	Hourly Rate	\$150.00	\$95.00	\$115.00	\$110.00	\$165.00	\$95.00	10% Markup	
AS-5	Structural Design (LS)								
	Project Management, Budgeting, Schedule	2	2			2			
	Revetment to Stabilize Rock Face								
	Rock Anchor Details				4	4			
	Decorative Concrete Installation Details				4	4			
	Special Provisions		1			4	4		
	Cast in Place Concrete Retaining Wall								
	Structural Detail				8	8			
	Plan & Profile				8	8			
	Special Provisions		1		2	4	4		
	Concrete Headwall								
	Structural Detail				4	4			
	Special Provisions		2				4		
	QA/QC Review	2							
	<i>Subtotal - Hours</i>	4	6	0	30	38	12	0	90
	<i>Subtotal - Costs</i>	\$600.00	\$570.00	\$0.00	\$3,300.00	\$6,270.00	\$1,140.00	\$0.00	\$11,880.00

**DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES**

PROJECT:	Shelikof Street Pedestrian Improvements, Phase II Amendment No. 1								WO#	1124 60397 02
								DATE	3-Aug-12	
								Prepared by	ARC	
CLIENT:	City of Kodiak									
	Labor Category	Project Manager	Engineer	Engineer	Technician	Landscape Architect	Landscape Designer	Expenses	TOTALS	
	Hourly Rate	A. Christie \$150.00	N. Hayden \$95.00	E. Voorhees \$115.00	\$110.00	K. Doniere \$125.00	\$95.00	10% Markup		
Task	Task Description									
AS-6	Additional Landscape Design (LS)									
	Project Meetings	1				2				
	Project Management, Budgeting, Schedule	1				2				
	95% Design Submittal									
	Landscape Plan Sheets					2	2			
	Detail Sheets					4	2			
	Cost Estimate					2	1			
	Specifications: Special Provisions					2				
	100% Design Submittal									
	Final Landscape Plan Sheets					2	2			
	Final Detail Sheets					2	2			
	Final Specifications					2				
	QA/QC Review	1				2				
	Respond to Review Comments					2	2			
	Subtotal - Hours	3	0	0	0	24	11	0	38	
	Subtotal - Costs	\$450.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$1,045.00	\$0.00	\$4,495.00	

**DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES**

PROJECT:	Shelikof Street Pedestrian Improvements, Phase II Amendment No. 1							WO#	1124 60397.02	
								DATE:	3-Aug-12	
								Prepared by	ARC	
CLIENT:	City of Kodiak									
	Labor Category	Project Manager	Engineer	Engineer	Technician	Landscape Architect	Landscape Designer		Expenses	TOTALS
		A. Christie	N. Hayden	E. Voorhees		K. Doniere				
	Hourly Rate	\$150.00	\$95.00	\$115.00	\$110.00	\$125.00	\$95.00		10% Markup	
Task	Task Description									
AS-7	Public Involvement (LS)									
	Project Meetings	2				2				
	Project Presentation to City Council	1	1							
	Project Presentation to PHAB	2	1							
	Ongoing Coordination w/Adjacent Property Owners									
	Collaboration with local artists for Streetscape & Urban Design					3	2			
	Project Management, Budgeting, Schedule	2				2				
	Reimbursables									
	Airfare								\$720.00	
	Lodging								\$300.00	
	Per Diem								\$272.00	
	Car Rental								\$200.00	
	Gas								\$20.00	
	Subtotal - Hours	7	2	0	0	7	2	0		18
	Subtotal - Costs	\$1,050.00	\$190.00	\$0.00	\$0.00	\$875.00	\$190.00	\$0.00	\$1,663	\$3,968.20

**DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES**

PROJECT:	Shelikof Street Pedestrian Improvements, Phase II Amendment No. 1							WO#	1124 60397.02
								DATE:	3-Aug-12
								Prepared by	ARC
CLIENT:	City of Kodiak								
	Labor Category	Project Manager	Engineer	Engineer	Technician	Landscape Architect	Landscape Designer	Expenses	TOTALS
		A. Christie	N Hayden	E. Voorhees		K. Doniere			
	Hourly Rate	\$150.00	\$95.00	\$115.00	\$110.00	\$125.00	\$95.00	10% Markup	
Task	Task Description								
AS-8	Bidding Phase Services (T&M)								
	Answer Contractor Questions	2	4		8	4			
	Provide Revised Drawings	2	4		8	4			
	Subtotal - Hours	4	8	0	16	8	0	0	36
	Subtotal - Costs	\$600.00	\$760.00	\$0.00	\$1,760.00	\$1,000.00	\$0.00	\$0.00	\$4,120.00

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager
Thru: Glenn Melvin PE, City Engineer
Date: September 13, 2012

Agenda Item: V.e. Authorization of Bid Award for KPD Boiler System Repair, Project No. 04-23

SUMMARY: Leaks started to occur in the Kodiak Police Department (KPD) heating system in January 2012, shortly after the system warranty expired. Within a period of six weeks the impeller seals in the boiler pumps began to fail. John's Heating Service was brought in to do the immediate repairs and to help identify the problem. John's Heating found the leaks and determined the failures were due to contaminated glycol in the boiler system. Staff recommends Council authorize a repair contract to John's Heating Service for the immediate and urgent replacement of the contaminated glycol in the boiler system at the KPD facility. John's Heating Service is very familiar with the system and has developed a plan to extract the glycol from the system, clean and flush the system, install new glycol, and monitor the system for future performance. Staff recommends Council authorize the City Manager to approve the repair contract with John's Heating Service to perform the boiler system repair in the amount of \$37,000.

PREVIOUS COUNCIL ACTION: None.

DISCUSSION: In early January 2012 a heating system leak was noticed in the front lobby radiator at the new police station. Initial contact was made with John's Heating Service to investigate the leak and check the rest of the system for other leaks or problems. Following the initial inspection in a period of about six weeks the boiler transfer pumps began to fail one after another. The impeller seals were found to have failed in the pumps. John's Heating was contracted with the assistance of Roger Hickel Contracting Inc. (KPD Building General Contractor) to perform the repairs on the boiler pumps (Attachment B). There were initial discussions about the pump failures and leaks occurring just beyond the one-year warranty period, which is not normal or acceptable. Based on the pump failures and leaks, staff contacted Roger Hickel Contracting, South Central Mechanical (Mechanical Subcontractor), and USKH to initiate discussion about the boiler system failures and potential cause.

The apparent failures in the pump seals were symptoms of contaminated glycol, thus samples of the glycol were sent off, tested, and confirmed to be contaminated. The glycol tests results were submitted to USKH for review and immediate written recommendation was made by USKH to remove and replace the system glycol. It was agreed by all that the glycol was contaminated and needed to be replaced.

During this time frame differing opinions developed as to why the failure occurred. South Central Mechanical immediately claimed it to be design error by USKH and in response USKH responded that there was no design error on their part, and they provided the City Engineer with written report confirming their conclusions.

As of the current date there has been no change of opinions by the contractor and design engineer as to what caused the glycol failure. Neither the contractor nor the engineer has taken responsibility and we seem to be at a stalemate. Because of this stalemate, it is City Engineer's recommendation that the glycol replacement and repair be performed immediately by John's Heating Service and funded by the City. Because this failure and resulting damage has occurred so close to the warranty period, staff will explore having the repairs submitted to the insurance carrier to seek reimbursement through an insurance claim. It is also the City Engineer's opinion that "time is of the essence" and the City must move rapidly to make the needed repairs to ensure the system is repaired before the cold weather sets in.

ALTERNATIVES:

1. Authorize the City Manager to award the repair contract with John's Heating Service to perform the boiler system repair. This is staff's recommendation, because John's Heating has developed a good plan for the repair and is the most qualified heating expert in Kodiak to perform the work. This alternative is also consistent with Section 2 of Resolution No. 2012-26 and Kodiak City Code 3.12.070 (A)(2).
2. Do not authorize the repair contract to John's Heating Service and risk additional boiler system failures during the coming winter season. This is not recommended and is inconsistent with authorization provided in the funding resolution.

FINANCIAL IMPLICATIONS: Funds for the repair of this system have been appropriated by Resolution No. 2012-26 with funds coming from the Insurance Fund.

LEGAL: The City Attorney was consulted on the best approach to funding this repair, and he recommended Council make the funds available by resolution, which was done earlier in the meeting agenda. The repair project can be awarded without competitive bidding per Kodiak City Code 3.12.070(A)(2) due to the timing and nature of the repairs.

STAFF RECOMMENDATION: Staff recommends Council authorize the City Manager to award a contract for the repair of the Kodiak Police Station boiler system to John's Heating Service in the amount of \$37,000, with funds coming from the Insurance Fund fund balance.

CITY MANAGER'S COMMENTS: This has been an unfortunate problem, but staff has done everything possible to deal with the problem to this point. I regret that none of the parties involved in the design, construction, or installation of this system accept responsibility for the failure, and I know it is not the City's fault. However, we must make these repairs as quickly as possible to prevent further

degradation of the system and ensure the building is adequately heated. Therefore, I recommend Council authorize me to award a contract for the repair of the Kodiak Police Station boiler to John's Heating Service per the Engineer's recommendation.

ATTACHMENTS:

Attachment A: John's Heating Service Proposal

Attachment B: John's Heating Service Invoices for Initial Repairs


PROPOSED MOTION:

Move to authorize the City Manager to award a contract for the repair of the Kodiak Police Station boiler system to John's Heating Service in the amount of \$37,000 with funds coming from the Insurance Fund fund balance.

John's Heating Service, Inc.

Attachment A

1311 Mill Bay Road
Kodiak, Alaska 99615
(907) 486-3706
(907) 486-2497



Kodiak Police Department

- Day 1 - First day – Pump boilers out, this would be 275 gallons – Go to large air handlers and drain into 15 or 30 gallon drums. Use light air pressure to move glycol out of coils and piping. There are 30 Variable Air Volume (VAV) units. Each coil will have to be bled separately. After all units are bled open all valves and let remaining liquid drain back to boilers. Pump remaining liquid out. Collect all remaining fluid from pump lines, boiler mate. These items are in boiler room. Refill system, bleed air from all loops and circulate.**
- Day 2 – Do a fast drain of system with less detail of day 1. This could change depending on volume of glycol pulled out on day 1. Pump in Boilout Xtra into system. Recharge with water, circulate system (minimum of 24 hours), with all boilers and pumps running.**
- Day 3 – After Boilout Xtra runs through system for 24 hours do second day fast flush. Refill with water and circulate system. Circulate for a week to ensure proper clean out.**
- Day 4 – Do major drain down like day 1. Fill with glycol 35% solution, add water and circulate. After one week do testing of system to make sure system is balanced.**

Kodiak Police Department

	36 1/8" Auto air outs	14.06	\$	506.16	
	7 55 gallon drums Protherm 720	1370.37	\$	9,592.59	
	4 30 gallon plastic drums	120	\$	480.00	
	1 Misc.	800	\$	800.00	
	8 Gallons Boilout X-tra	56.67	\$	453.36	\$11,832.11
	First drain down and refill				
Day 1	28 Technician	90	\$	2,520.00	
	28 Technician Helper	75	\$	2,100.00	
	14 John Butler	130	\$	1,820.00	\$ 6,440.00
	Fast drain and chemical flush				
Day 2	16 Technician	90	\$	1,440.00	
	16 Technician Helper	75	\$	1,200.00	
	4 John Butler	130	\$	520.00	\$ 3,160.00
	Fast flush and refill water				
Day 3	8 Technician	90	\$	720.00	
	8 Technician Helper	75	\$	600.00	
	4 John Butler	130	\$	520.00	\$ 1,840.00
	Same as day 1 + add glycol				
Day 4	28 Technician	90	\$	2,520.00	
	28 Technician Helper	75	\$	2,100.00	
	14 John Butler	130	\$	1,820.00	\$ 6,440.00
	Subtotal of parts			\$11,832.11	
	Subtotal of labor			\$17,880.00	
	Estimated freight			\$ 2,018.21	
	Total			\$31,730.32	



John's Heating Service

1311 Mill Bay Road
Kodiak, Alaska 99615

Phone #(907) 486-3706

Fax #(907) 486-2497

Invoice

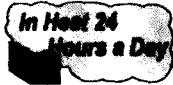
Date	Invoice #
2/10/2012	20120246

Bill To City of Kodiak PO Box 1397 Kodiak AK 99615-1397	Ship To
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PAID
02/27/2012

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Lt. Ellis	Net 20		1/9/2012			2160 Mill Bay - KPD
Quantity	Item Code	Description			Price Each	Amount
25.75	Jon	01/09/12: System spraying glycol. Shut down boiler and isolated off pump and boiler. Relieved pressure. SC Plumbing ordered part. 01/20/12: Part received incorrect and unable to repair pump. Boilers 1 and 3 out on reset. Changed nozzle's and electrodes. Adjusted air and gun assembly. Test run good. Rear inspection door on boiler 1 cracked and sight glass broken. Screwed plate over inspection window. Need replacement. * 01/23/12: Pump 3 and 5 bearing seals blew. Pump 1 about to go. Notified SC Plumbing. Got measurements, built shield. * Removed old pump and installed new temporary pump. Test run good. Pressurized heating system to 5 psi. Cleaned up floor area. * 01/24/12: Circulation pump 1 went down. Isolated and pressurized boiler. *01/25/12: Replaced coupling assemblies on pump 1 and 2. Waiting for starter to 2 on line. System pressurized at 5 psi. Test run good. Both couplings lubed. Parts for pump 3 and 5 in boiler room. * 02/05/12: No heat-Turned boiler 1 and 2 to manually operate and pump 1 and 2 to manual. Reduced temperature on Aquastat to 180° because boiler 2 had tripped high limit. Pump 4 seals may have blown. * 02/06/12: Reassembled pump. Installed seals. Up to pressure and no leaks. Unable to run test as it needs to be run through remote access. *02/08/12: Took pressure off expansion tank. Inflated to 12 psi. Cleaned strainer for make up water. Shortened dip tube in glycol tank to reduce chances of further clogging. Set both boilers to manual and one injection pump to manual, one			90.00	2,317.50
						Payments/Credits

We appreciate your business!!!



John's Heating Service

1311 Mill Bay Road
 Kodiak , Alaska 99615
 Phone #(907) 486-3706
 Fax #(907) 486-2497

Invoice

Date	Invoice #
2/10/2012	20120246

PAID
02/27/2012

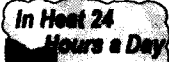
Bill To City of Kodiak PO Box 1397 Kodiak AK 99615-1397	Ship To
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P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Lt. Ellis	Net 20		1/9/2012			2160 Mill Bay - KPD

Quantity	Item Code	Description	Price Each	Amount
		pump to auto. Both circulation pumps are on and ready for activation. Took water sample of glycol make up tank and sent to ReaChem. *02/09/12 - No heat/hot water: Worked with Lt. Ellis and Johnson Controls - Brought pumps on line.		
4.5	Gene	01/20/12 and 01/21/12: Assisted with above.	90.00	405.00
5.75	Ryan	Assisted with above.	50.00	287.50
1	Materials	1/4 x 6 ms Plate	75.00	75.00
1	Materials	2 x 1-1/2 Galv. Reducing Coupling	6.59	6.59
1	Materials	Pump parts-Seal bearing assly,gasket, mech seat, nitr gasket	1,345.96	1,345.96
1	Materials	Goldstreak for pump parts	73.28	73.28
1	51771U Electro...	51771U Beckett Electronic Solid state ignition for AF/AFG burner	89.98	89.98
1	NOZZLE	2.50/45° B Nozzle	9.00	9.00
1	151D Electrodes	151D Electrodes per set	22.05	22.05
2	MIP 1-1/4	1-1/4" Male Adapter C x MIP	15.16	30.32
3	Pipe 1-1/2	1-1/2" Type M Copper Pipe per foot	12.69	38.07
1	1" Propress Ball...	1" Propress Ball Valve	96.63	96.63
1	4RC83 1-1/2 C...	1-1/2" Carbonsteel Flange Pk2	25.94	25.94
1	Materials	3' Service Cord	20.39	20.39
1	Materials	Water Treatment and Consultation - RealChem	267.00	267.00
1	Materials	Rental of Pullers	10.60	10.60
				\$5,120.81
Payments/Credits				\$-5,120.81

We appreciate your business!!!

\$0.00



John's Heating Service

1311 Mill Bay Road
 Kodiak , Alaska 99615
 Phone #(907) 486-3706
 Fax #(907) 486-2497

Invoice

Date	Invoice #
3/16/2012	20120393

PAID
03/23/2012

Bill To
City of Kodiak PO Box 1397 Kodiak AK 99615-1397

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 20		3/16/2012			2160 Mill Bay - KPD


Quantity	Item Code	Description	Price Each	Amount
1	Jon	2/10/12: Checked glycol hopper. Bled air off injection pump. Pump 4 & 5 on by remote. All boilers and pumps operated remote/auto. Boiler 1 - 18 psi, 170° circulating Boiler 2 - 10 psi, 80° not circulating Boiler 3 - 15 psi, 80° not circulating	0.00	0.00
1	Jon	2/17/12: Leaking in jail entrance: Replaced leaking air out. Boiler 1 - 17 psi, 170° circulating Boiler 2 - 17 psi, 70° circulation off through controls Boiler 3 - 17 psi, 70° circulation off through controls High / Low P4 40psi/20psi P5 40psi/20psi	0.00	0.00
1	1/8Watts	1/8" Watts auto air out	13.66	13.66
				\$13.66
Payments/Credits				-\$13.66

We appreciate your business!!!

\$0.00

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Date: September 13, 2012

Agenda Item: V.f. **Authorization of ABC Board Restaurant Designation for Noodles**

SUMMARY: Noodles Restaurant filed an application for a restaurant designation permit with the State of Alaska Alcoholic Beverage Control (ABC) Board. State regulations require the ABC Board to forward the application to the City Council for approval before a permit can be issued.

PREVIOUS COUNCIL ACTION: From time to time, the City Council approves state restaurant designation applications for local restaurants. Council approved the restaurant designation permit application for Angelo's restaurant in May of 2011.

DISCUSSION: Noodles restaurant filed a Restaurant Designation Application with the Alcoholic Beverage Control Board that would permit persons sixteen to twenty years of age to dine unaccompanied, permit persons under sixteen years of age to dine there if accompanied by anyone twenty-one years of age or older and would authorize the establishment to employ persons between sixteen and twenty years of age to serve food and bus tables. Alaska Administrative Code, Title 13, Chapter 104, stipulates that an application for a new restaurant designation must be approved by the local governing body having jurisdiction over the area in which the licensed premises exists; therefore, the ABC Board forwarded the application to the City for Council approval.

ALTERNATIVES: Council may authorize the Restaurant Designation Application or decline to authorize the application.

LEGAL: State regulations as outlined in AAC Title 13, Chapter 104 require local governments having jurisdiction in the area to approve restaurant designation applications.

ATTACHMENTS:

Attachment A: Noodles Restaurant Designation Application

PROPOSED MOTION:

Move to approve the Restaurant Designation Application for Noodles restaurant.

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 13 AAC 104.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 20 for employment. If for employment, please state in detail, how the person will be employed, duties, etc.

This application is for designation of premises where : (please mark desired items).

- 1 Under 13 AAC 104.305 Bona fide restaurant/eating place.
- 2 Persons age 16 to 20 may dine unaccompanied.
- 3 Persons under 16 may dine accompanied by a person 21 years or older.
- 4 Persons between 16 and 20 years of age may be employed. *(See note below).

License Number 5186

LICENSEE: Crystal, LLC

D/B/A: Noodles

ADDRESS: 1247 Mill Bay Road, Kodiak, AK

1. Hours of Operation: 11:30 am to 9:30 pm Telephone # 907-486-2900

2. Have police ever been called to your premises by you or anyone else for any reason: Yes [] No
If yes, date(s) and explanation(s). December 2011. Front area was vandalized.
Cable & electric wires were cut off.

3. * Duties of employment: wait staff

4. Are video games available to the public on your premises? No

5. Do you provide entertainment: Yes [] No If yes, describe. music

6. How is food served? Table Service ___ Buffet Service ___ Counter Service ___ Other*

7. Is the owner, manager, or assistant manager always present during business hours? Yes [] No

*** A MENU AND A DETAILED LICENSED PREMISE DIAGRAM MUST ACCOMPANY THIS APPLICATION ***

I have read and am familiar with Title 4 of the Alaska statutes and its regulations.

[Signature]
Applicant signature

Local Governing Body Approval

Subscribed and sworn to before me this
6th day of June 2012
Martha A. Fox
Notary Public in and for Alaska

Date:

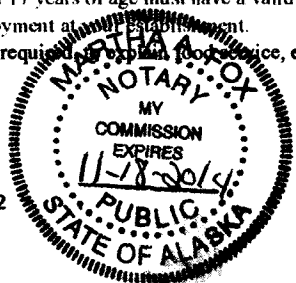
My Commission expires 11-18-2014

Director, ABC Board

Date:

*Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at this establishment.

** If more space is required to explain food service, entertainment, etc., please add on back or attach additional page(s).



Update: 3/29/12

ABC Board
5848 E Tudor Rd
Anchorage AK 99507

PH: (907)269-0350
FX: (907)272-9412

STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: Noodles

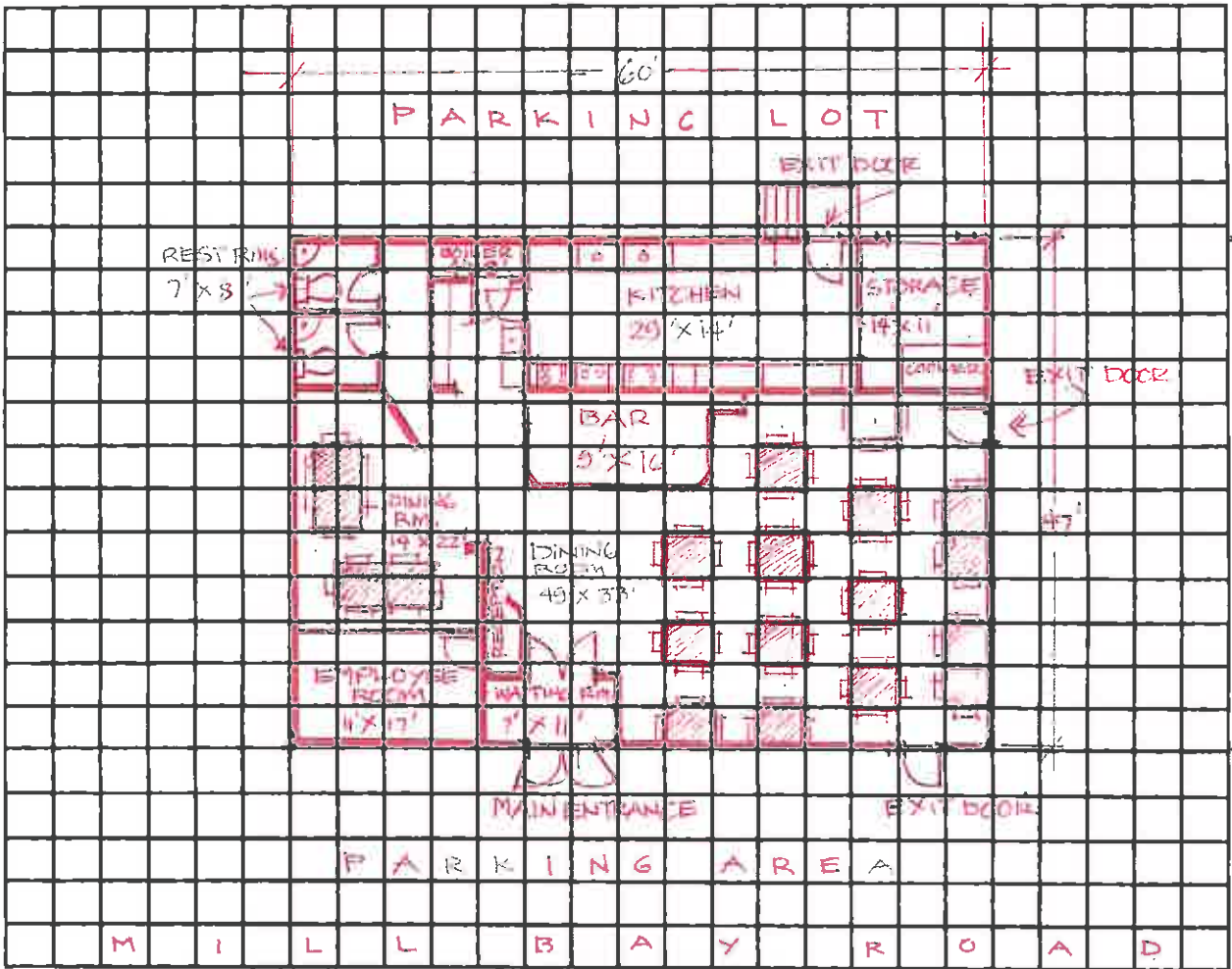
PREMISES LOCATION: 1247 Mill Bay Rd. Kodiak, Ak 99615

Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: X 1 SQ. = 4 FT. SCALE B: _____ 1 SQ. = 1 FT.

Length and width of premises in feet:

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.
DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.



Revised 6/16/06



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

5848 E. Tudor Road
Anchorage, Alaska 99507
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.272.9412

August 8, 2012

City of Kodiak
Attn: Debra Marlar, City Clerk
VIA Email: clerk@city.kodiak.ak.us
Cc: njavier@kodiakak.us

Crystal, LLC: Restaurant / Eating Place – Public Convenience License #5186 DBA Noodles

- New Application Transfer of Ownership Transfer of Location
 Restaurant Designation Permit DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board and the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. COTÉ
Director



Sarah D. Oates
Business Registration Examiner
sarah.oates@alaska.gov
(907)269-0356

State of Alaska
Alcoholic Beverage Control Board

Date of Notice: August 8, 2012

Application Type: **NEW** X

 TRANSFER
 Ownership
 Location
 Name Change

Governing Body: **City of Kodiak**
Community Councils: None

License #: 5186
License Type: Restaurant / Eating Place – Public Convenience
D.B.A.: Noodles
Licensee/Applicant: Crystal, LLC
Physical Location: 1247 Mill Bay Road, Kodiak, AK 99615
Mail Address: PO Box 8750, Kodiak, AK 99615
Telephone #: 907-486-2900 or 907-486-2053
EIN: 45-2389817

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
David D. Clark Agent	101 E 9 th Avenue, Ste 12-B Anchorage, AK 99501	907-486-2900 907-486-2053	05/05/2011 Alaska	Yes

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Su Jeong Han Member	01/15/1967	1517 Mill Bay Road #A Kodiak, AK 99615	907-942-1981	100%

If transfer application, current license information:

License #:
Current D.B.A.:
Current Licensee:
Current Location:

Additional comments: Restaurant Designation Permit Application attached.

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Sincerely,

SHIRLEY A. COTÉ
Director



Sarah D. Oates
Business Registration Examiner
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