

City of Kodiak Regular Council Meeting Agenda for February 28, 2013
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 January 24, 2013, Regular Council Meeting.....	1
III. Persons to Be Heard	
a. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
a. Second Reading and Public Hearing, Ordinance No. 1304, Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2012 and Ending on the Thirtieth Day of June 2013	10
b. Second Reading and Public Hearing, Ordinance No. 1305, Amending Kodiak City Code 14.04.010, 14.24.010 and 14.24.020; Enacting Kodiak City Code 14.04.080 and 14.24.030; and Repealing and Reenacting Kodiak City Code 14.24.040; Regarding the Adoption of Building and Other Codes and Related Matters	26
V. New Business	
a. First Reading, Ordinance No. 1306, Enacting Kodiak City Code 10.36.022, Notice to Owners and Lien Holders, Kodiak City Code 10.36.024, Hearing, and Kodiak City Code 10.36.026, Disposal of Abandoned Vehicles, to Establish a Procedure for the Disposal of Abandoned Vehicles.....	36
b. Resolution No. 2013–03, Rescinding Resolution No. 2011–30 and Adopting a Revised Travel Policy for the Mayor and Councilmembers.....	42
c. Resolution No. 2013–04, Approving the City Council’s Budget Goals for FY2014	48
d. Authorization of Amendment to the City Clerk’s Employment Agreement	58
e. Direction to the City Manager to Pursue a Biosolids Management Plan at the KIB Landfill.....	64
f. Authorization of Professional Services Contract for Dam Safety Inspections, Project No. 7034/05-03	66
g. Authorization of Trident Basin Development Quarry, Borrow Material Permit No. 13-4	82
h. Authorization of Bid Award for Aleutian Homes Water and Sewer, Phase V, Project No. 7026/10-03	94
i. Authorization of Amendment to Monashka Pumphouse Feasibility Study, Project No. 7029/11-05	102
j. Authorization of a Professional Services Contract for Oil Spill Cleanup on City Property	152
k. Appointment to the Salmon/Herring Vessels Seat on the Kodiak Fisheries Advisory Committee and Declaring the ADF&G Advisory Committee Seat Vacant.....	164
l. Appointment to the Parks and Recreation Advisory Board.....	172
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



**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, JANUARY 24, 2013
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Terry J. Haines was absent. City Manager Aimée Kniazowski and City Clerk Debra L. Marlar were also present.

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

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the January 10, 2013, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Proclamation: Teen Dating Violence Awareness & Prevention Month

Councilmember Walker read the proclamation, which encourages citizens to learn more about preventing dating violence and to show support for the organizations and individuals who provide critical advocacy, services, and assistance to victims. Mayor Branson presented the proclamation to Sandra Wilkins, Outreach Coordinator for the Kodiak Women's Resource and Crisis Center. Ms. Wilkins thanked the Mayor and Council and spoke about teen dating violence and prevention.

b. Public Comments

Judi Kidder said City officials had previously stated biosolids would not go to Middle Bay. She noted an amendment had been made to the contract between the City of Kodiak and Quayanna Development and stated the public was unaware of it. She complained about the initial contract and the amendment to it.

Sarah Thayer, via telephone, spoke against funding the bike path from Pier II to Deadman's Curve.

Marilyn Guilmet spoke against Ordinance No. 1303, stated her understanding of state records laws, and urged City history be preserved.

IV. UNFINISHED BUSINESS**a. Continued Second Reading and Public Hearing, Ordinance No. 1268, Amending Kodiak City Code Section 2.08.090, Adopting Kodiak City Code Section 2.08.085 and Amending the City Personnel Rules and Regulations Pertaining to Personnel in the City Clerk's Office**

Mayor Branson read Ordinance No. 1268 by title. In October 2009 the Clerk re-evaluated the Deputy Clerk's job classification because the position had assumed the additional duties of City-wide Records Manager. The JOBMEAS System of Job Evaluation was used as a tool for the classification recommendation. The position evaluation resulted in the Clerk's recommendation to specify two job classifications of the position based on municipal clerk certification: Deputy Clerk I at salary grade 24 or Deputy Clerk II at salary grade 27. In November 2009 the Clerk discussed with the Council changing the Deputy Clerk's salary to reflect the added duties of City-wide Records Manager. The Council and Clerk also discussed amendments to City Code Section 2.08 and Personnel Rules and Regulations Section 3.04 to clarify the Clerk's authority and provide for Council confirmation of the Deputy Clerk appointment.

The Council directed the Clerk to draft an ordinance with these changes. Ordinance No. 1268 was drafted and was passed in the first reading on February 25, 2010. It was postponed in the second reading on March 31, 2010, pending completion of an active administrative process, including completion of a classification and compensation study. The Council again reviewed Ordinance No. 1268 with the Clerk in November 2012 and directed the Clerk to put the ordinance on this agenda for adoption, as the administrative process, including completion of a classification and compensation study has been completed. The Council also directed minor amendments to clarify language and to detach the Clerk from the PRR salary schedule. The City Attorney made the additional adjustments and suggested they be adopted by substituting Ordinance 1268 with Ordinance 1268(SUB). When the Fox Lawson & Associates salary and compensation study is approved and an ordinance adopted accepting the new classification structure, additional changes will be made to the Deputy Clerk/Records Manager salary, along with other City employees.

Councilmember Davidson MOVED to adopt Ordinance No. 1268(SUB)

Mayor Branson 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 on the substitution was Councilmembers Bishop, Davidson, Saravia, Walker, and Whiddon in favor. Councilmember Haines was absent. The motion passed.

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

b. Second Reading and Public Hearing, Ordinance No. 1303, Amending Kodiak City Code 2.36.010(B), Definition of City Records, and Kodiak City Code 2.36.060(A), Access to Public Records, to Exclude Reference Documents and Transitory Documents From the Definitions of City Records and Public Records, Respectively

Mayor Branson read Ordinance No. 1303 by title. KCC 2.36, Management of Records provides for the efficient and lawful management of City records. Included within KCC 2.36 are sections

that identify public records and access to public records. Due to records requests for information that is not deemed to be public records, the City Attorney suggested an amendment to KCC 2.36 to specifically identify reference and transitory documents and exclude these types of documents from public access. The suggested amendment to KCC 2.36 will clarify that reference and transitory documents, such as preliminary notes, telephone logs, correspondence tracking logs, appointment books/calendars and similar information are not public records and will not be released. Manager Kniazowski stated the City's attorney was available via phone to answer any questions the Council might have.

Councilmember Davidson MOVED to adopt Ordinance No. 1303.

Mayor Branson closed the regular meeting and opened the public hearing.

Marilyn Guilmet spoke against Ordinance No. 1303.

Sarah Thayer, via phone, spoke against Ordinance No. 1303.

Judi Kidder spoke against Ordinance No. 1303.

Steven Faust, via telephone, questioned what constitutes a file and a record. He stated anything that is part of a decision making process should be a record.

There being no further public testimony, the Mayor closed the public hearing and reopened the regular meeting.

Councilmember Whiddon moved to postpone Ordinance No. 1303 until there had been more in-depth discussion and clarification from the City's Attorney.

Councilmember Davidson voiced he would rather call the City's attorney now for clarification, instead of postponing the ordinance.

The roll call vote to postpone was Councilmembers Bishop, Saravia, Walker, and Whiddon in favor. Councilmember Davidson was opposed. Councilmember Haines was absent. The postponement passed.

c. Acceptance of Compensation and Classification Report

The City began the classification and compensation project in spring 2011. Staff worked closely with Fox Lawson & Associates (FLA) to complete the two key phases of the project, the classification phase and the compensation phase. Lori Messer with FLA presented the findings at the Council work session on January 22. The main points of the report show that the City has agreed to a new classification method, a new job description format, a new pay scale anchored to the 50th percentile of the market, and that a range of methods by which the City would transition to the new pay scale will be presented separate from the report. Once approved by the Council, staff will come back to Council with the required Personnel Rules & Regulations (PR&R) amendments needed to switch to the new classification system and pay scale and to provide recommendations for implementation of the new pay plan based on several options.

Councilmember Walker MOVED to accept the Fox Lawson and Associates' report on the classification and compensation study conducted for the City of Kodiak and state the intention to implement the recommended classification system and recommended pay scale.

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

V. NEW BUSINESS

a. **First Reading, Ordinance No. 1304, Establishing Supplemental Appropriation No.1 to the Budget for the Fiscal Year Commencing on the First Day of July 2012 and Ending on the Thirtieth Day of June 2013**

Mayor Branson read Ordinance No. 1304 by title. Supplemental Appropriation No. 1 to the budget for the fiscal year commencing on the first day of July 2012 and ending on the thirtieth day of June 2013 is in the amount of \$42,487,704. It is customary for the City Council to approve at least one supplemental budget annually to authorize the adjustments of current revenues and expenses as detailed in the attachments provided. These adjustments are for the operating funds as well as additions to project funds for grant revenues received and additional expenditures needed that were not known at the time the original budget was adopted. This is the first budget amendment of FY2013.

Councilmember Davidson MOVED to pass Ordinance No. 1304 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

b. **First Reading, Ordinance No. 1305, Amending Kodiak City Code 14.04.010, 14.24.010 and 14.24.020; Enacting Kodiak City Code 14.04.080 and 14.24.030; and Repealing and Reenacting Kodiak City Code 14.24.040; Regarding the Adoption of Building and Other Codes and Related Matters**

Mayor Branson read Ordinance No. 1305 by title. The State of Alaska adopted new building codes on November 16, 2012, and as a deferred jurisdiction, the City of Kodiak is required to adopt codes that meet or exceed the State's adopted codes. The Joint Building Code Review Committee met numerous times to discuss, review, and develop the proposed code changes. The Kodiak Island Borough Assembly will also adopt these amendments with a first reading of their ordinance scheduled for February 7.

Councilmember Whiddon MOVED to pass Ordinance No. 1305 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

c. **Resolution 2013-01, Adopting the Federal Fiscal Year 2013 Prioritized Federal Capital Improvements Program List**

Each year the City identifies capital improvement projects important to the maintenance and/or improvement of the City's infrastructure as well as issues that are important to the City or larger community. The Council reviewed and discussed a list of proposed federal requests at the January 8 and January 22 work sessions and indicated support for the projects. Resolution 2013-01 reflects that list.

Councilmember Saravia MOVED to adopt Resolution 2013-01.

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

d. Resolution 2013-02, Rescinding Resolution 2012-33 and Adopting a Revised FY2014 State Capital Improvement Program List

Following the meeting between Senator Gary Stevens, Representative Alan Austerman, and the City Council on January 4, 2013, Council indicated support to revise the City's previously adopted list of state capital funding priorities for FY2014. If Council wishes to update the state Capital Improvement Project (CIP) request list for FY2014, they must rescind Resolution 2012-33 and adopt a new resolution identifying the revised list as identified in Resolution 2013-02.

Councilmember Bishop MOVED to adopt Resolution 2013-02.

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

e. Authorization of Professional Services Contract for Preliminary Design of Snow Dump Storage Yard, Project No. 5030/13-07

The City has disposed of snow removed from City streets and public areas into the channel downtown for many years. The City's Public Works Director was contacted by an Alaska Department of Environmental Conservation (ADEC) official who said he'd received a call about City snow disposal methods and encouraged the City to immediately begin to identify other methods of disposal. City staff contacted DOWL HKM and requested them to submit a proposal to look at alternative methods of snow storage and disposal.

Councilmember Bishop MOVED to authorize a professional services contract with DOWL/HKM for preliminary design of a snow dump storage yard in the amount of \$67,860, with funds coming from the Street Capital Improvement Fund, Project No. 5030/13-07, and authorize the City Manager to execute the agreement on behalf of the City.

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

f. Authorization of Contract Amendment for Geotechnical Work Associated With Pier III Replacement, Project No. 8013/11-07

PND submitted a proposal to perform survey work and preliminary engineering support to assess the survey and geotechnical information and make final recommendation for either a sheet pile

or pile supported pier system at Pier III. The survey work included in this contract amendment includes both onshore and offshore investigations. The onshore survey will validate control and also collect data that will be used to create a base map for use in future design efforts. The offshore portion of the survey will gather similar underwater information and also be refined into the base map. This effort, and the previously approved geotechnical investigation, are needed by PND to validate recommendations on the dock structure type (pile supported vs. sheet pile) and are also needed to progress the design. After completion of the geotech and initial survey work authorized by this amendment and discussion with stakeholders, the City Council will make the final decision on the dock structure type.

Councilmember Davidson MOVED to authorize contract amendment No. 1 to the professional services contract with PND Engineers for geotechnical work associated with Pier III replacement in the amount of \$67,775, with funds coming from the Cargo Development Fund, Pier III project, Project No. 8013/11-07, and to authorize the City Manager to execute the agreement on behalf of the City.

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

g. Authorization of Lease Assignment for Pillar Mt. Antenna Lease Site 3, U.S. Survey 3945

The Council adopted Ordinance No. 1265 on September 24, 2009, which authorized a five-year agreement with GCI for a lease at the City's Pillar Mountain antenna site. The City Clerk received a letter from GCI requesting the City to agree to assign the lease to a newly formed entity made up of GCI, Alaska Communications Systems (ACS), and their affiliates, known as Alaska Wireless Network, LLC (AWN). AWN has been formed to design and operate a statewide wireless network, and to accomplish that goal, AWN will purchase GCI assets, which includes GCI's lease with the City. Manager Kniazowski noted the tenant's use of equipment must not cause interference with City's transmitting or receiving of signal.

Councilmember Walker MOVED to authorize the lease assignment for Pillar Mt. Antenna Lease Site 3, U.S. Survey 3945, from GCI Communication Corporation to Alaska Wireless Network, LLC under the condition that all terms and conditions remain in effect with the new leaseholder, and authorize the City Manager to execute the lease assignment on behalf of the City.

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

VI. STAFF REPORTS

a. City Manager

City Manager Kniazowski complimented elected officials who attended the City's planning work session the previous Saturday and stated she was moving forward with discussions from that meeting. She said much of her time during the past couple of weeks had been devoted to complex personnel issues. She noted the work on Pier III and thanked the Council for accepting

the classification and compensation report. She acknowledged the patience of City employees throughout the process and voiced appreciation of employee participation and input.

b. City Clerk

City Clerk Marlar informed the public of the next scheduled Council work sessions and regular meeting.

VII. MAYOR'S COMMENTS

Mayor Branson said she was glad the compensation and classification study had been completed, noting the importance of adequately compensating hard working employees. She expressed her delight with the progress of the Pier III and library projects. She also stated Alaska Health and Social Services Commissioner William Streur was visiting Kodiak and meeting with local agencies. She commented on the rash of break-ins in town and hoped those responsible would be apprehended soon.

VIII. COUNCIL COMMENTS

Councilmember Bishop commented on the many meetings during January and said it was a long, but satisfying process. He spoke about the City's infrastructure projects, stating he was glad to be part of the process. He also mentioned that a representative from the Alaska Department of Transportation would come to an upcoming meeting to answer questions about the proposed bike path from Pier II to Deadman's Curve. He wished the 49ers success in the upcoming Super Bowl.

Councilmember Saravia commented on the busy fishing season.

Councilmember Whiddon commented on the many January meetings, noting the meetings provided the Council with the opportunity to receive training, discuss future goals, and explore details behind issues. He stated he was proud of the Council and the good leadership of its members, noting they were a good team who are willing and able to tackle issues. He also commented on the upcoming budget and major City projects.

Councilmember Davidson said he was happy to be back after his extended vacation in Switzerland. He spoke about the sludge issue and stated he wants to make sure statements are truthful and not distorted.

Councilmember Walker stated he was having a good time being part of the City Council and that he is learning many new things. He stated he loved the public process and promoted public participation. He commented on the budget training, planning meeting, and other Council meetings he attended in January. He noted the Council is trying to do its best with solving City issues. He said he was happy about the progress at Pier III and noted issues would be coming up regarding the boatlift. He complimented City Manager Kniazowski on the good job she does with dealing with many City issues.

IX. AUDIENCE COMMENTS

Judi Kidder said disposing of sludge at the landfill and on the beach are two different issues. She urged the City toward fiscal responsibility. She said the economy is tight for many people and additional places are needed in the City and Borough for people to receive help. She stated a drug treatment facility is needed. She expressed appreciation for the Council.

Marilyn Guilmet said there was a huge difference between disposal of sludge in a lined landfill and disposal on the beach in Middle Bay where it would pollute the environment. She reiterated if the composting facility proceeds at Middle Bay, she will lose business. She encouraged the City to explore incineration of sludge.

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 9:02 p.m.

CITY OF KODIAK

MAYOR


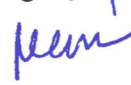
ATTEST:

CITY CLERK

Minutes Approved:

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council Members
From: Aimée Kniaziowski, City Manager 
Thru: Mary Munk, Finance Director 
Date: February 28, 2013

Agenda Item: IV. a. Second Reading and Public Hearing, Ordinance No. 1304, Establishing Supplemental Appropriation No.1 to the Budget for the Fiscal Year Commencing on the First Day of July 2012 and Ending on the Thirtieth Day of June 2013

SUMMARY: The Supplemental Appropriation No. 1 to the Budget for the fiscal year commencing on the first day of July 2012 and ending on the thirtieth day of June 2013 is in the amount of \$42,487,704. It is customary for the City Council to approve at least one supplemental budget annually to authorize the adjustments of current revenues and expenses as detailed in the attachments provided. These adjustments are for the operating funds as well as additions to project funds for grant revenues received and additional expenditures needed that were not known at the time the original budget was adopted. This is the first budget amendment of FY2013. Staff recommends adoption of Ordinance No. 1304 in the second reading following the public hearing.

PREVIOUS COUNCIL ACTION:

- June 21, 2012, Council adopted Ordinance No. 1298 for the Fiscal Year 2013 budget in the amount of \$45,169,102, commencing on the first day of July 2012 and ending on the thirtieth day of June 2013
- January 24, 2013, Council passed Ordinance No. 1304 in the first reading.

DISCUSSION: The adoption of the budget by the City Council puts the budget into effect for the budget year July 1 through June 30. Amendments to the budget can occur anytime during the fiscal year through a supplemental budget ordinance, which is introduced at one Council meeting and typically adopted at the next Council meeting.

All new appropriations are authorized by an ordinance that amends the annual budget ordinance. An ordinance is required to move amounts between funds, departments, and projects. An ordinance is required to move funds, to add permanent personnel, or to grant unscheduled salary increases. The Supplemental No. 1 appropriation is requesting the addition of \$42,487,704 to the adopted and amended budget bringing the total amended budget to \$87,656,806 for Fiscal Year 2013.

The Supplemental No. 1 appropriation is requesting an increase in non-capital funds in the amount of \$4,709,500 and capital funds in the amount of \$37,778,204. The largest increases in non-capital funds is

an increase in sales tax in the General Fund in the amount of \$1,000,000, a transfer in the Water Fund to the Biosolid project in the amount of \$1,200,000, and a transfer in the Sewer Fund to the Biosolid project in the amount of \$2,800,000. The largest increases in the capital funds are for the Pier III Replacement project in the Cargo Capital Fund in the amount of \$33,100,000 and the Baranof Park Improvements project in the Parks & Recreation Capital Fund in the amount of \$3,650,000.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: All expense appropriations requested in Supplemental No. 1 are funded by increased revenue sources, additional state and federal grant sources, and use of fund balances and transfers. The ordinance makes a number of changes in the Fiscal Year 2013 budget reflecting increased revenues and expenditures, new project and grant funding, and movement of funds to more accurately reflect current City operations. Details of funding sources and expenses have been submitted in the attachments.

LEGAL: The Kodiak City Charter and Kodiak City Code grant Council the authority to make appropriations and adopt and amend budgets as required.

STAFF RECOMMENDATION: Staff recommends that the City Council adopt Ordinance No. 1304, Supplemental Appropriation No. 1 to the Fiscal Year 2013 budget in the second reading after the public hearing.

CITY MANAGER'S COMMENTS: The City traditionally adopts one major budget amendment each fiscal year to make necessary adjustments to cover changes or additions to projects, to account for the receipt of additional revenues, and increased operating expenses. At \$42,487,704, this supplemental is higher than previous years due to the award of two large state grants and a bond for the replacement of Pier III and completion of Baranof Park improvements. In addition to smaller operational adjustments, the amendment covers an increase of \$4,709,500 in non-capital funds that authorize transfers from the Water and Sewer Enterprise Funds to the biosolid project and authorizes an increase of \$1,000,000 in General Fund Revenues. The ordinance and attachments detail the sections of the City's operating and capital budget that require changes. I recommend Council adopt Ordinance No. 1304 in the second reading following the public hearing.

ATTACHMENTS:

Attachment A: Ordinance No. 1304

Attachment B: Backup descriptions containing details and summaries by each fund

PROPOSED MOTION:

Move to adopt Ordinance No. 1304.

**CITY OF KODIAK
ORDINANCE NUMBER 1304**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK ESTABLISHING SUPPLEMENTAL APPROPRIATION NO. 1 TO THE BUDGET FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF JULY 2012 AND ENDING ON THE THIRTIETH DAY OF JUNE 2013

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

Section 1: The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Kodiak for fiscal year 2013.

FY 2013 Supplemental Budget GENERAL FUND			
	Amended Budget	Supplemental #1	Revised Budget
Anticipated Revenues:			
Property Tax	\$ 773,500	\$ -	\$ 773,500
Sales Tax	9,530,000	1,000,000	10,530,000
Intergovernmental	2,449,346	248,075	2,697,421
Charges for Services	1,612,193	6,000	1,618,193
Fines & Forfeitures	20,500	-	20,500
Licenses and Permits	68,000	-	68,000
Rental Income	155,236	-	155,236
Interfund Charges	854,316	-	854,316
Investment Income	45,000	-	45,000
Other Revenues	26,800	17,000	43,800
Use of Fund Balance	1,490,854	(1,068,575)	422,279
Transfers In	-	-	-
Total Amended Revenues	<u>\$ 17,025,745</u>	<u>\$ 202,500</u>	<u>\$ 17,228,245</u>
Planned Expenditures:			
Legislative	\$ 273,210	\$ -	\$ 273,210
Legal	50,000	-	50,000
Executive	501,080	-	501,080
Emergency Preparedness	56,500	-	56,500
City Clerk	378,352	-	378,352
Finance	1,276,034	2,500	1,278,534
Police	6,030,142	90,000	6,120,142
Fire	1,834,910	6,000	1,840,910
Public Works	2,203,511	-	2,203,511
Engineering	243,400	-	243,400
Parks & Recreation	1,298,210	-	1,298,210
Library	858,950	1,000	859,950
Non-Departmental	696,400	6,000	702,400
Transfers	1,325,046	97,000	1,422,046
Total Amended Expenditures	<u>\$ 17,025,745</u>	<u>\$ 202,500</u>	<u>\$ 17,228,245</u>

SPECIAL REVENUE FUNDS

	Amended Budget	Supplemental #1	Revised Budget
Anticipated Revenues:			
Tourism Development	\$ 142,860	\$ -	\$ 142,860
KFDA	60,050	-	60,050
City Enhancement	-	-	-
Total Amended Revenues	\$ 202,910	\$ -	\$ 202,910
Planned Expenditures:			
Tourism Development	\$ 142,860	\$ -	\$ 142,860
KFDA	60,050	-	60,050
City Enhancement	-	-	-
Total Amended Expenditures	\$ 202,910	\$ -	\$ 202,910

CAPITAL PROJECTS

	Amended Budget	Supplemental #1	Revised Budget
Anticipated Revenues:			
300 General Capital Projects	\$ 269,000	\$ 481,360	\$ 750,360
315 Vehicle Replacement Capital	-	66,844	66,844
301 Street Improvements	885,000	60,000	945,000
302 Building Improvements	2,031,948	-	2,031,948
305 Water Capital Fund	3,207,000	420,000	3,627,000
306 Sewer Capital Fund	4,200,000	-	4,200,000
307 Cargo Development Fund	-	33,100,000	33,100,000
308 Harbor Development	-	-	-
309 Parks & Recreation Fund	15,000	3,650,000	3,665,000
Total Amended Revenues	\$ 10,607,948	\$ 37,778,204	\$ 48,386,152
Planned Expenditures:			
300 General Capital Projects	\$ 269,000	\$ 481,360	\$ 750,360
315 Vehicle Replacement Capital	-	66,844	66,844
301 Street Improvements	885,000	60,000	945,000
302 Building Improvements	2,031,948	-	2,031,948
305 Water Capital Fund	3,207,000	420,000	3,627,000
306 Sewer Capital Fund	4,200,000	-	4,200,000
307 Cargo Development Fund	-	33,100,000	33,100,000
308 Harbor Development	-	-	-
309 Parks & Recreation Fund	15,000	3,650,000	3,665,000
Total Amended Expenditures	\$ 10,607,948	\$ 37,778,204	\$ 48,386,152

ENTERPRISE FUNDS

	Amended Budget	Supplemental #1	Revised Budget
Anticipated Revenues:			
Cargo Fund 500	\$ 1,087,747	\$ -	\$ 1,087,747
Harbor Fund 510	4,205,392	-	4,205,392
Boat Yard/Lift 512	1,295,438	-	1,295,438
Electric Fund 515	657,480	-	657,480
Water Fund 550	4,590,932	1,220,000	\$ 5,810,932
Sewer Fund 570	4,511,020	2,830,000	\$ 7,341,020
Trident Basin Fund 580	355,490	-	\$ 355,490
E-911 Services	74,800	-	\$ 74,800
Total Amended Revenues	\$ 16,778,299	\$ 4,050,000	\$ 20,828,299

Enterprise Funds Continued

Planned Expenditures:			
Cargo Fund 500	\$ 1,087,747	\$ -	\$ 1,087,747
Harbor Fund 510	4,205,392	-	4,205,392
Boat Yard/Lift 512	1,295,438	-	1,295,438
Electric Fund 515	657,480	-	657,480
Water Fund 550	4,590,932	1,220,000	5,810,932
Sewer Fund 570	4,511,020	2,830,000	7,341,020
Trident Basin Fund 580	355,490	-	355,490
E-911 Services	74,800	-	74,800
Total Amended Expenditures	<u>\$ 16,778,299</u>	<u>\$ 4,050,000</u>	<u>\$ 20,828,299</u>

INTERNAL SERVICE FUND

	Amended Budget	Supplemental #1	Revised Budget
Anticipated Revenues:			
Self Insurance Fund	\$ 554,200	\$ 457,000	\$ 1,011,200
Total Amended Revenues	<u>\$ 554,200</u>	<u>\$ 457,000</u>	<u>\$ 1,011,200</u>
Planned Expenditures:			
Self Insurance Fund	\$ 554,200	\$ 457,000	\$ 1,011,200
Total Amended Expenditures	<u>\$ 554,200</u>	<u>\$ 457,000</u>	<u>\$ 1,011,200</u>
Total Revenues	\$ 45,169,102	\$ 42,487,704	\$ 87,656,806
Total Expenditures	\$ 45,169,102	\$ 42,487,704	\$ 87,656,806

Section 2: This ordinance shall be in full force and effect from and after its passage as required by law.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: January 24, 2013

Second Reading:

Effective Date:

CITY OF KODIAK
FY 2013 Supplemental
Attachment B

Fund 100 General Fund

REVENUES:

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
310.100 Property Taxes	770,000				770,000	-	770,000	0%
310.111 PILOT from KIIHA	3,500				3,500	-	3,500	0%
310.200 Sales Taxes	9,500,000		1,000,000		10,500,000	2,968,427	7,531,573	28%
310.900 Penalty & Interest	30,000				30,000	7,667	22,333	26%
320.000 License & Permits	68,000				68,000	39,952	28,048	59%
330.100 PERS Relief	702,810				702,810	-	702,810	0%
330.105 State Revenue Sharing	568,936		4,000		572,936	572,306	630	100%
330.130 Fish Tax - Dept of Rev	1,000,000		253,000		1,253,000	1,252,420	580	100%
330.131 Fish Tax - DCED (Shared Fish Tax)	70,000				70,000	15,586	54,414	22%
330.140 Fuel Tax Sharing	7,000		75		7,075	7,075	(0)	100%
330.150 Alcohol Beverage Sharing	31,000				31,000	-	31,000	0%
330.160 Utility Revenue Sharing	38,100				38,100	-	38,100	0%
330.300 State Grant Capital	25,000		(10,000)		15,000	533	14,467	4%
330.305 State Grant - Operations	6,500		1,000		7,500	6,500	1,000	87%
340.100 Boarding of Prisoners	1,133,993				1,133,993	566,997	566,997	50%
340.110 State Trooper Comm Contract	120,000				120,000	-	120,000	0%
340.120 Other Police Services	20,000				20,000	2,398	17,602	12%
340.130 Police Protective Custody	2,000				2,000	1,776	224	89%
340.240 Borough Building Inspections	140,000				140,000	35,947	104,053	26%
340.300 Ambulance Services	40,000				40,000	11,946	28,054	30%
340.310 Fire Miscellaneous	1,000		6,000		7,000	-	7,000	0%
340.405 School Lifeguard Services	10,000				10,000	7,565	2,435	76%
340.405 Parks & Recreation Revenues	116,000				116,000	63,273	62,727	46%
340.520 Library Revenue	19,000				19,000	6,146	12,854	32%
340.545 Miscellaneous Service Charges	10,200				10,200	100	10,100	1%
350.100 Fines & Forfeits	20,500				20,500	8,975	11,525	44%
360.100 Interest on Investments	45,000				45,000	1,022	43,978	2%
363.100 Rents & Royalties	155,236				155,236	113,753	41,483	73%
375.600 Miscellaneous other	26,800		17,000		43,800	43,458	342	99%
380.100 Cargo Terminal Services	38,820				38,820	38,820	-	100%
380.110 Boat Harbor Services	97,070				97,070	97,070	-	100%
380.115 Boat Yard Service	38,820				38,820	38,820	-	100%
380.118 Electric	19,410				19,410	19,410	-	100%
380.120 Water Services	97,080				97,080	97,080	-	100%
380.121 Sewer Services	97,080				97,080	97,080	-	100%
380.125 Trident Basin	19,410				19,410	19,410	-	100%
380.130 Tourism Services	36,860				36,860	36,860	-	100%
380.150 Public Works	253,500				253,500	253,500	-	100%
380.190 Engineering/Inspections Fees	100,220				100,220	100,220	-	100%
380.400 Vehicle Replacement	56,046				56,046	30,729	25,317	55%
385.100 Approp. From Fund Balance	1,490,854		(1,068,575)		422,279	-	422,279	0%
390.780 Transfer In	-				-	-	-	-
TOTAL REVENUES	17,025,745	-	202,500	-	17,228,245	6,552,823	10,675,422	38%

**CITY OF KODIAK
FY 2013 Supplemental
Attachment B**

EXPENDITURES:

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Legislative	273,210				273,210	88,564	184,646	32%
Legal	50,000				50,000	14,691	35,309	29%
Executive	501,080				501,080	130,038	371,042	26%
Emergency Preparedness	56,500				56,500	14,202	42,298	25%
City Clerk - Clerk	251,062				251,062	104,136	146,926	41%
City Clerk - Records	127,290				127,290	52,836	74,454	42%
Finance	1,276,034		2,500		1,278,534	561,179	717,355	44%
Police	6,030,142		90,000		6,120,142	2,600,496	3,519,646	42%
Fire	1,834,910		6,000		1,840,910	793,706	1,047,204	43%
Public Works	2,203,511				2,203,511	829,871	1,373,640	38%
Engineering	243,400				243,400	74,430	168,970	31%
Parks & Recreation	1,298,210				1,298,210	512,619	785,591	39%
Library	858,950		1,000		859,950	361,101	498,849	42%
Non-Departmental	696,400		6,000		702,400	505,587	196,813	72%
Transfers	1,325,046		97,000		1,422,046	1,299,729	122,317	91%
TOTAL EXPENDITURES	17,025,745	-	202,500	-	17,228,245	7,943,185	9,285,060	46%
Fund 251 Tourism Development								
Revenues:								
Hotel/Motel Tax	142,860				142,860	77,980	64,880	55%
Interest on Investments	-				-	44	(44)	
Approp. From Fund Balance	-				-	-	-	
Revenues:	142,860	-	-	-	142,860	78,025	64,835	55%
Expenditures:	142,860	-	-	-	142,860	110,360	32,500	77%
Fund 254 KFDA								
Revenues:								
Rents	60,000				60,000	77,586	(17,586)	129%
Interest on Investments	50				50	41	9	83%
Approp. From Fund Balance	-				-	-	-	0%
Revenues:	60,050	-	-	-	60,050	77,628	(17,578)	129%
Expenditures:	60,050	-	-	-	60,050	12,719	47,331	21%

Training for Utility Budget \$2,500
Vehicle Towing reduced twice in FY 13 Budget Prep
100,140,147,450,155
Overtime 140,144 \$25,000, 140,142 \$25,000, 140,147 \$20,000
Resolution No. 2012-34 MOU with Red Cross Fire, \$3,500 replace Hazmat Suites for Level A Fire Services of Harbor Boat

State Grant - Travel & Training 100,180,100,450,135
Increase Chamber Economic Development \$2,000
100,190,100,440,360, Budget Training \$4,000
100,190,100,430,110
Transfer to General Capital Projects
Sales Tax Software 4028 \$45,000,
Transfer \$15,000 to General Capital Porfect Old Police Station
Demolition, KPD Boiler Repair \$37,000

**CITY OF KODIAK
FY 2013 Supplemental
Attachment B**

Fund 299 City Enhancement

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Revenues:								
Interest on Investments	55,000				55,000		55,000	0%
Gibson Cove Cannery	42,210				42,210		42,210	0%
Other Revenue - Land Sales	-				-		-	0%
Approp. From Fund Balance	(97,210)				(97,210)		(97,210)	0%
Transfer from General Fund	-				-		-	0%
Revenues:	-	-	-	-	-	-	-	0%
Expenditures:								
	-	-	-	-	-	-	-	0%

Fund 300 General Capital Projects

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Revenue:								
State Grants		753,730	11,360		765,090	681,752	83,338	89%
Federal Grants		727,500			727,500	294,092	433,408	40%
Approp. From Fund Balance		50,000			50,000	-	50,000	0%
Transfer from General Fund	269,000	1,680,500	60,000		2,009,500	1,949,500	60,000	97%
Transfer from Enhancement Fund		100,000			100,000	100,000	-	100%
Transfer from Harbor Fund		20,000			20,000	20,000	-	100%
Transfer from Land Development		115,000			115,000	115,000	-	100%
Transfer from Insurance Fund		-	410,000		410,000	-	410,000	
Revenues:	269,000	3,446,730	481,360	-	4,197,090	3,160,344	1,036,746	75%

Resolution No. 2012-34 Homeland Security Grant 12SHP-GR34077

Customization & Reports for new Sales Tax Software \$15,000, Harbor Software \$30,000, Demolition of Old Police Station \$15,000.

Resolution # 2012-28 Ice Risk Fire Damage - Transfer from Insurance Fund 780

Customization & Reports for new Sales Tax Software \$45,000 & Harbor Software Conversion \$30,000

Expenditures:								
4001 Near Island Development		85,000			85,000	76,698	8,302	90%
4002 City Land Development		70,000			70,000	44,912	25,088	64%
4009 Compr Records Management Prog		275,000			275,000	238,237	36,763	87%
4013 Museum Building - Phase I		250,000			250,000	244,092	5,908	98%
4014 Municipal Airport Improvements		700,000			700,000	669,523	30,477	96%
4015 Fire Station Upgrades		550,000			550,000	466,782	83,218	85%
4026 Energy Grants KIB/COK		50,000			50,000	50,000	-	100%
4027 Alaska Shield Hazmat Exercise/Anchorage		14,500			14,500	8,045	6,455	55%
4028 Financial Software Upgrade	150,000	335,000	45,000		530,000	369,998	160,002	70%
4029 E-911 Upgrade System		275,000			275,000	-	275,000	0%
4030 Classification & Compensation Study		100,000			100,000	76,128	23,872	76%
4031 Home Land Security		4,230			4,230	4,230	-	100%
4032 Fire Department Engine Replacement		450,000			450,000	-	450,000	0%
4033 Fire Department Ambulance Replacement		35,000			35,000	-	35,000	0%
4034 Paving Police Station Parking Lot	99,000	253,000			352,000	-	352,000	0%
4035 Demolition of Old Police Station	20,000	-	15,000		35,000	-	35,000	0%

CITY OF KODIAK
FY 2013 Supplemental
Attachment B

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
4036 Ice Rink Fire Damage Repair	-	-	410,000	-	410,000	308,744	101,256	75%
4037 Home Land Security & Emergency Management	-	-	11,360	-	11,360	-	11,360	0%
Expenditures:	269,000	3,446,730	481,360	-	4,197,090	2,557,388	1,639,702	61%

Resolution # 2012-28 Ice Rink Fire Damage - Transfer from Insurance Fund 780
Resolution No. 2012-34 Homeland Security Grant 12SHP-GR34077

Fund 315 Vehicle Replacement Capital Fund

Revenue:	-	21,850	66,844	-	88,694	52,529	36,164	59%
Transfer from General Fund	-	21,850	66,844	-	88,694	52,529	36,164	59%
Revenues:	-	21,850	66,844	-	88,694	52,529	36,164	59%

FY 2013 Estimate

Expenditures:

4900 Vehicle Replacement Capital	-	21,850	66,844	-	88,694	-	88,694	0%
Expenditures:	-	21,850	66,844	-	88,694	-	88,694	0%

FY 2013 Estimate

Fund 301 Street Improvement

Revenue:	-	-	-	-	-	-	-	-
State Grants	-	-	-	-	-	-	-	-
Federal Grants	-	-	-	-	-	-	-	-
Interest on Investments	120,000	-	-	-	120,000	-	-	100%
Approp. From Fund Balance	641,000	-	20,000	-	641,000	-	641,000	0%
Transfer from General Fund	450,000	494,000	944,000	-	944,000	-	-	100%
Transfer from Water Fund 550	420,000	225,032	20,000	-	665,032	645,032	20,000	97%
Transfer from Sewer Fund 570	15,000	25,000	20,000	-	60,000	40,000	20,000	67%
Revenues:	885,000	1,485,032	60,000	-	2,430,032	1,749,032	681,000	72%

Project #5033
Project #5033
Project #5033

Expenditures:	60,000	640,032	700,032	535,772	164,260	77%		
5003 Annual Sidewalk/Curb	-	800,000	800,000	684,971	115,029	77%		
5025 Pavement Repairs	-	45,000	45,000	43,142	1,858	96%		
5028 Specs 2000	220,000	-	220,000	165,475	54,525	75%		
5029 Mission Road Retaining Wall Repair	70,000	-	70,000	-	70,000	0%		
5030 Preliminary Design of Snow Dump Storage Yard	70,000	-	70,000	-	70,000	0%		
5031 Storm Drainage Repair on Shelikof	465,000	-	465,000	-	465,000	0%		
5032 Storm Drainage Repair on Simeonof	-	-	60,000	-	60,000	0%		
5033 Pillar-Mountain Waste Material Dump Site	-	-	-	-	-	0%		
5098 Transfers	-	-	-	-	-	-		
Expenditures:	885,000	1,485,032	60,000	-	2,430,032	1,429,360	1,000,672	59%

Fund 302 Building Improvement Fund

Revenue:	1,000	-	1,000	-	1,000	-	1,000	0%
Interest on Investments	6,900,000	-	6,900,000	2,041,833	4,858,167	750,000	30%	
State Grants	-	-	-	-	-	-	-	-
Local Funding - Pledges	750,000	-	750,000	-	750,000	-	-	-
Local Funding Grant	500,000	-	500,000	-	500,000	-	-	-
Other Local Funding	46,763	-	46,763	-	46,763	-	-	-
In-Kind City Owned Land	650,000	-	650,000	-	650,000	-	-	-
In-Kind Pre Development	85,185	-	85,185	-	85,185	-	-	-

**CITY OF KODIAK
FY 2013 Supplemental
Attachment B**

Transfer from General Fund
Transfer from New Library Fund 255
Transfer from Enhancement Fund
Approp. From Fund Balance

Adopted Budget 2013	Capital Project Rollover 2012	Capital Project Rollover 2013	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
2,031,948	10,416,424	-	-	-	12,448,372	5,557,257	6,891,115	45%

Revenues:

6012 New Library

2,031,948	10,416,424	-	-	-	12,448,372	2,074,267	10,374,105	17%
2,031,948	10,416,424	-	-	-	12,448,372	2,074,267	10,374,105	17%

Expenditures:

Fund 305 Water Capital

Revenues:

1,300,000	5,404,452	420,000	-	-	7,124,452	4,413,895	2,710,557	62%
-	768,000	-	-	-	768,000	768,000	-	100%
-	1,121,078	-	-	-	1,121,078	-	1,121,078	0%
1,443,500	2,763,185	-	-	-	2,763,185	2,374,801	388,384	86%
-	349,000	-	-	-	349,000	-	1,792,500	0%
-	341,930	-	-	-	341,930	-	341,930	0%
463,500	98,000	-	-	-	561,500	761,894	(200,394)	136%
-	78,000	-	-	-	78,000	78,000	-	100%
3,207,000	10,923,645	420,000	-	-	14,550,645	8,396,590	6,154,055	58%

Resolution # 2012-37 Adopted Budget FY 13

Revenues:

7020 UV Pre/Final Design Secondary Water Treatment Facility
7021 Phase II Downtown Comprehensive Water, Sewer, & Storm Drain
7023 UV Water Treatment Facility Construction
7024 Utility Rate Study
7026 Aleutian Homes Water & Sewer Replacement Proj Phase V

900,000	900,000	873,151	26,849	0%
850,000	850,000	462,970	387,030	0%
7,720,645	7,720,645	5,644,090	2,076,555	0%
48,000	48,000	37,131	10,869	0%
2,227,000	260,000	2,487,000	2,231,029	0%
425,000	225,000	420,000	159,462	0%
-	120,000	-	120,000	0%
-	250,000	-	250,000	0%
-	450,000	368,184	81,816	0%
-	100,000	37,935	62,065	0%
45,000	-	45,000	45,000	0%
510,000	-	165,983	344,017	0%
3,207,000	10,923,645	420,000	8,004,876	55%

Transfer Grant Revenue to Project 7029 that had not been allocated

Expenditures:

7030 Replace Chlorine Solution Storage Tank WWTP
7031 Monashka Watershed Survey
7032 Emergency Replacement Water Main on Rezanof
7033 Pillar Creek Dam Spillway Repair Work
7034 Periodic Dam Safety Inspections
7035 Water leak Pavement Repairs from Winter Damage
7099 Transfer

26,000	26,000	-	26,000	0%
1,895,000	1,895,000	-	1,895,000	0%
4,000,000	-	(4,000,000)	-	0%

State Loan was not approved

Fund 306 Sewer Capital Fund

Revenues:

Charges for Sewer Sales (10%)
Approp. From Fund Balance
Alasak Clean Water Loan

City of Kodiak - Attachment to Ordinance No. 1304

1/17/2013

Page 5 of 11

**CITY OF KODIAK
FY 2013 Supplemental
Attachment B**

	Adopted Budget 2013	Capital Project Supplemental		Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
		Rollover 2012	#1 2013					
Transfer from Sewer fund 570	200,000	-	2,800,000	-	3,000,000	200,000	2,800,000	7%
Transfer from Water fund 550	-	1,200,000	1,200,000	-	2,400,000	-	1,200,000	0%
Transfer from Street Improvement Fund 301	-	15,000	-	-	15,000	15,000	-	100%
Revenues:	4,200,000	1,936,000	-	-	6,136,000	215,000	5,921,000	4%
Expenditures:								
7508 Lift Station Electric (5)	26,000				26,000	1,079	24,921	4%
7509 Upgrade Lift Station #1	150,000				150,000	7,370	142,630	0%
7510 Sludge Study & Composting	285,000				285,000	284,998	2	0%
7512 Aeration Basin Air Control System	150,000				150,000	-	150,000	0%
7513 Inflow & Infiltration Repair materials	25,000				25,000	2,813	22,187	0%
7514 Rehabilitate Press pump Station	400,000				400,000	-	400,000	0%
7516 Replace Lift Station #1 & #2	900,000				900,000	-	900,000	0%
7517 Bio Solid Management Project	4,200,000				4,200,000	83,189	4,116,811	0%
7599 Transfer	-				-			
Expenditures:	4,200,000	1,936,000	-	-	6,136,000	379,449	5,756,551	6%

State Loan was not approved
State Loan was not approved

Fund 307 Cargo Development Fund

	Revenues:							
State Grants	2,934,000	18,100,000	21,034,000	670,713	20,363,287	3%	Resolution # 2012.18 Pier III Replacement	
State Bond Issue	1,159,700	15,000,000	16,159,700	-	15,000,000	0%	DEC GOB Transportation Bond	
Approp. From Fund Balance	4,093,700	33,100,000	37,193,700	670,713	36,522,987	2%		

Expenditures:
8013 Design & Engineering Pier III
8015 Cruise Ship Facility Planning - Pier II
8016 Pedestrian Access from Pier II
8017 Inspection Pier II and Inner Harbor Docks
8018 Security Improvements
8019 Oscar's Dock Electric
8020 Decking for Dock I
8021 Zinc Replacement
8022 Data Weather Station
8023 Pedestrian Pathway

	712,000	308,167	403,833	43%				
	250,000	250,000	-	100%				
	2,684,000	(384,000)	2,300,000	1,879,144	18%		Bike Path Project separated out form 8016	
	85,700	64,297	21,403	75%				
	50,000	11,500	38,500	23%				
	150,000	-	150,000	0%				
	100,000	-	100,000	0%				
	50,000	7,660	42,340	15%				
	12,000	5,000	7,000	42%				
	-	384,000	384,000	0%				
	-	33,100,000	33,100,000	-	33,100,000	0%		
	4,093,700	33,100,000	37,193,700	1,067,480	36,126,220	3%		

Fund 308 Harbor Development

	Revenues:							
State Grant	1,015,000	-	1,015,000	-	1,015,000	0%		
Approp. From Fund Balance	280,000	280,000	280,000	100%				
Transfer from General Fund	-	-	-	-	-	-	-	-
Transfer from Boat Harbor	-	-	-	-	-	-	-	-
Revenues:	1,295,000	-	1,295,000	280,000	1,015,000	22%		

Expenditures:
8024 Pier III Replacement

CITY OF KODIAK
FY 2013 Supplemental
Attachment B

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Expenditures:								
8515 Harbor Security Camera System		10,000			10,000	-	10,000	0%
8516 Float, Boat Launch, SPH		150,000			150,000	14,863	135,137	10%
8517 Restrooms, Fisherman's Hall		200,000			200,000	53	199,947	0%
8519 SPH Ladders		20,000			20,000	9,791	10,209	49%
8520 SHH Repairs		745,000			745,000	389,407	355,593	52%
8521 Channel Transient Float/ Bull Rails		25,000			25,000	-	25,000	0%
8523 Oscar's Dock Fender Piling Replacement		45,000			45,000	10,920	34,080	24%
8524 Water Front Harbor Planning		100,000			100,000	4,828	95,172	5%
9598 Transfers		-			-	-	-	0%
Expenditures:		1,295,000	-	-	1,295,000	429,862	865,138	33%

Fund 309 Parks & Rec Capital

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Revenue:								
State Grants		2,100,000	3,650,000		5,750,000	5,047,561	702,439	88%
Local Grants		500,000			500,000	555,376	(55,376)	111%
Approp. From Fund Balance	(35,000)	355,629			320,629	-	320,629	0%
Transfer from Enhancement Fund		500,000			500,000	500,000	-	
Transfer from General Fund	50,000	251,465			301,465	253,371	48,094	84%
Revenues:	15,000	3,707,094	3,650,000	-	7,372,094	6,356,307	1,015,787	86%

Resolution #2012-17 Baraonof Park Phase II

Expenditures:

9001 Baranof Park Improvements (E&D)	15,000	3,350,000	3,650,000		7,015,000	5,099,249	1,915,751	73%
9004 Playground Equipment & Improve		73,000			73,000	71,523	1,477	98%
9007 Storage Building - Baranof Park		115,000			115,000	61,126	53,874	53%
9012 Baranof Baseball Field Improvements		48,094			48,094	42,816	5,278	89%
9013 Major Park Maintenance		71,000			71,000	65,938	5,062	93%
9014 Building Improvement (Weatherization)		50,000			50,000	21,223	28,777	42%
9098 Transfers		-			-	-	-	0%
Expenditures:	15,000	3,707,094	3,650,000	-	7,372,094	5,361,875	2,010,219	73%

Resolution #2012-17 Baraonof Park Phase II

Fund 500 Cargo Terminal

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Revenue:								
PERS Relief	19,560				19,560	-	19,560	0%
Dockage Pier III	120,000				120,000	57,049	62,951	48%
Cruise Ship Revenues	125,000				125,000	49,110	75,890	39%
Pier III Lease	300,000				300,000	148,184	151,816	49%
Wharf	450,000				450,000	252,977	197,023	56%
Interest on Investments	7,000				7,000	1,192	5,808	17%
Warehouse Rental	205,000				205,000	100,917	104,083	49%
Van Storage Rental	12,000				12,000	11,971	29	100%
Approp. From Retained Earnings	(150,813)				(150,813)	-	(150,813)	0%
Transfer						-	-	
Revenues:	1,087,747	-	-	-	1,087,747	621,401	466,346	57%

Expenditures:

Cargo Terminal Administration	377,750				377,750	182,175	195,575	48%
Cargo Terminal Interfund Charges	173,270				173,270	173,270	-	100%
Cargo Terminal Warehouse	10,500				10,500	7,248	3,252	69%

City of Kodiak - Attachment to Ordinance No. 1304

1/17/2013

Page 7 of 11

CITY OF KODIAK
FY 2013 Supplemental
Attachment B

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Cargo Terminal Pier II	507,227	-	-	-	507,227	249,385	257,842	49%
Cargo Terminal Pier III	19,000	-	-	-	19,000	814	18,186	4%
Expenditures:	1,087,747	-	-	-	1,087,747	612,892	474,855	56%

Fund 510 Boat Harbor Fund

Revenue:								
PERS Relief	81,900				81,900	-	81,900	0%
Dockage AMHS	80,000				80,000	28,360	51,640	35%
Exclusive Moorage	1,240,000				1,240,000	1,235,495	4,505	100%
Transient Moorage	500,000				500,000	344,479	155,521	69%
Harbormaster Service	5,000				5,000	5,375	(375)	107%
Gridiron Fees	15,000				15,000	6,120	8,880	41%
Pier/Dock Fees	160,000				160,000	112,150	47,850	70%
Used Oil Fees	10,000				10,000	5,617	4,383	56%
Waiting List Fees	3,000				3,000	1,225	1,775	41%
Trailer Parking Fees	33,000				33,000	17,331	15,669	53%
Bulk Oil Sales/Charges	60,000				60,000	28,579	31,421	48%
Gear Storage	45,000				45,000	30,596	14,404	68%
Parking Meters	7,000				7,000	5,604	1,396	80%
Launch Ramp Fees	20,000				20,000	3,939	16,061	20%
Interest on Investments	14,000				14,000	5,790	8,210	41%
Office Rent AMHS	16,500				16,500	6,504	9,996	39%
Other Revenues	7,300				7,300	3,998	3,302	55%
Harbor Services to Cargo	167,730				167,730	167,730	-	100%
Approp from Retained Earnings Transfer	1,739,962				1,739,962	-	1,739,962	0%
Revenues:	4,205,392	-	-	-	4,205,392	2,008,892	2,196,500	48%

Expenditures:

Boat Harbor Administration	3,210,014				3,210,014	1,532,506	1,677,508	48%
Boat Harbor Interfund	175,610				175,610	175,610	-	100%
Transfer to Boat Yard Lift	819,768				819,768	819,768	-	100%
Expenditures:	4,205,392	-	-	-	4,205,392	2,527,884	1,677,508	60%

Fund 512 Boat Yard/Lift

Revenue:								
PERS Relief	12,170				12,170	-	12,170	0%
Customer Fees	460,500				460,500	304,886	155,614	66%
Interest on Investments	1,000				1,000	63	937	6%
Other Revenue	2,000				2,000	1,688	312	84%
Approp from Retained Earnings Transfer	-				-	-	-	-
Revenues:	819,768				819,768	819,768	-	100%
	1,295,438	-	-	-	1,295,438	1,126,406	169,032	87%

Expenditures:

Yard Administration	1,136,088				1,136,088	542,459	593,629	48%
Boat Yard Interfund	159,350				159,350	159,350	-	100%
Expenditures:	1,295,438	-	-	-	1,295,438	701,809	593,629	54%

Fund 515 Harbor Electrical

Revenue:								
Non-Meter Charge	25,000				25,000	5,555	19,445	22%

**CITY OF KODIAK
FY 2013 Supplemental
Attachment B**

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Customer Charge recurring	115,000				115,000	46,470	68,530	40%
Connect/Disconnect fee	7,000				7,000	4,330	2,670	62%
Energy Charge	530,000				530,000	189,131	340,869	36%
Record Fee	1,000				1,000	345	655	35%
HM Service	5,000				5,000	2,691	2,309	54%
Interest on Investments	1,000				1,000	135	865	13%
Approp from Retained Earnings Transfer	(26,520)				(26,520)	-	(26,520)	0%
Revenues:	657,480	-	-	-	657,480	248,657	408,823	38%

Expenditures:								
Electric Utility Administration	565,260				565,260	189,473	375,787	34%
Electric Utility Interfund	92,220				92,220	92,220	-	100%
Expenditures:	657,480	-	-	-	657,480	281,693	375,787	43%

Fund 550 Water Utility

Revenues:								
PERS Relief	46,900				46,900	-	46,900	0%
Water Sales Metered	1,390,000				1,390,000	694,360	695,640	50%
Water Sales City	1,139,900				1,139,900	630,568	509,332	55%
Water Sales Borough	741,170				741,170	424,675	316,495	57%
Water Service Connections	10,580				10,580	-	10,580	0%
Interest on Investments	10,000				10,000	1,311	8,689	13%
Other Revenues	24,500				24,500	17,277	7,223	71%

Approp From Retained Earnings

	1,227,882		1,220,000		2,447,882	-	2,447,882	0%
Revenues:	4,590,932	-	1,220,000	-	5,810,932	1,768,191	4,042,741	30%

Expenditures:

Water Utility Transfers	1,863,500		1,220,000		3,083,500	1,863,500	1,220,000	60%
Water Utility	2,347,843				2,347,843	1,064,883	1,282,960	45%
Water Treatment Plant	379,589				379,589	100,545	279,044	26%
Expenditures:	4,590,932	-	1,220,000	-	5,810,932	3,028,928	2,782,004	52%

Fund 570 Sewer Utility

Revenues:								
PERS Relief	70,670				70,670	-	70,670	0%
Sewer Service Charges - City	2,229,260				2,229,260	1,161,346	1,067,914	52%
Sewer Service Charges - Outside	1,157,630				1,157,630	631,235	526,395	55%
Sewer Connections	6,300				6,300	-	6,300	0%
Septic Truck Discharge	42,800				42,800	30,370	12,430	71%
Lab Testing Fee	25,000				25,000	10,440	14,560	42%
Interest on Investments	10,000				10,000	2,290	7,710	23%

Transfer to Bio Solid Project #7517
\$1,200,000 Transfer to Waste
Material Dump Site #5033 \$20,000

Transfer to Bio Solid Project #7517
\$1,200,000 Transfer to Waste
Material Dump Site #5033 \$20,000

CITY OF KODIAK
FY 2013 Supplemental
Attachment B

	Adopted Budget 2013	Capital Project Rollover 2012	Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Approp From Retained Earnings	969,360	-	2,830,000	-	3,799,360	-	3,799,360	0%
Revenues:	4,511,020	-	2,830,000	-	7,341,020	1,835,681	5,505,339	25%
Expenditures:								
Sewer Utility Transfers	678,500	-	2,820,000	-	3,498,500	678,500	2,820,000	19%
Sewer Utility	662,371	-	10,000	-	672,371	331,331	341,040	50%
Wastewater Treatment Plant	3,170,149	-	10,000	-	3,180,149	1,410,356	1,769,793	44%
Expenditures:	4,511,020	-	2,830,000	-	7,341,020	2,420,187	4,920,833	33%
Fund 580 Trident Basin								
Revenues:								
Trident Basin - Charges	11,600	-	-	-	11,600	-	11,600	0%
Interest on Investments	1,000	-	-	-	1,000	-	1,000	0%
Rentals from Others	33,300	-	-	-	33,300	16,026	17,274	48%
Approp From Retained Earnings	309,590	-	-	-	309,590	-	309,590	0%
Transfer from Trident Basin Capital Fund	-	-	-	-	-	-	-	0%
Revenues:	355,490	-	-	-	355,490	16,026	339,464	5%
Expenditures:	355,490	-	-	-	355,490	194,905	160,585	55%
Fund 585 E-911 Services								
Revenues:								
PERS Relief	440	-	-	-	440	-	440	0%
Customer Charges	66,290	-	-	-	66,290	69,142	(2,852)	104%
Interest on Investments	1,000	-	-	-	1,000	-	1,000	0%
Approp From Retained Earnings	7,070	-	-	-	7,070	-	7,070	0%
Transfer from General Capital Projects	-	-	-	-	-	-	-	#DIV/0!
Transfer from General Fund	-	-	-	-	-	-	-	0%
Revenues:	74,800	-	-	-	74,800	69,142	5,658	92%
Expenditures:	74,800	-	-	-	74,800	2,723	72,077	4%
Fund 780 Self-Insurance								
Revenue:								
Interest on Investments	5,000	-	-	-	5,000	99	4,901	2%
Insurance Refund/Reserve	42,900	-	385,000	-	427,900	11,431	416,469	3%
Charges to General Fund	276,900	-	37,000	-	313,900	276,900	37,000	88%
Charges to Trident Basin	8,300	-	-	-	8,300	8,300	-	100%
Charges to Cargo Terminal	65,500	-	-	-	65,500	65,500	-	100%
Charges to Boat Harbor	98,800	-	-	-	98,800	98,800	-	100%
Charges to Boat Yard	1,500	-	-	-	1,500	1,500	-	100%
Charges to Boat Electric	1,000	-	-	-	1,000	1,000	-	100%

Transfer to Insurance Fund for Bio Solids Project \$10,000, Transfer to Bio Solid Project #7517 \$2,800,000 Transfer to Waste Material Dump Site \$20,000

Transfer to Bio Solid Project #7517 \$2,800,000 Transfer to Waste Material Dump Site \$20,000

Bio Solid Project #7517 Insurance

APEL Insurance Refund for Ice Risk Fire - Resolution #2012-28 Resolution # 2012-26 Repair of the Kodiak Police Repair Work - \$37,000

CITY OF KODIAK
 FY 2013 Supplemental
 Attachment B

	Adopted Budget 2013	Capital Rollover 2012	Project Supplemental #1 2013	Supplemental #2 2013	Total Budget 2013	As of 12/31/2012	Difference	%
Charges to Water Utility	16,300	-	-	-	16,300	16,300	-	100%
Charges to Sewer Utility	37,500	-	10,000	-	47,500	37,500	10,000	79%
Charges to E-911	500	-	-	-	500	500	-	100%
Approp Fund	-	-	25,000	-	25,000	-	25,000	0%
Revenues:	554,200	-	457,000	-	1,011,200	517,829	493,371	51%

Expenditures:

Insurance Expenses	554,200	-	457,000	-	1,011,200	491,608	519,592	49%
Expenditures:	554,200	-	457,000	-	1,011,200	491,608	519,592	49%

Resolution # 2012-26 Repair of the Kodiak Police Repair Work - \$37,000
 Resolution #2012-28 Ice Rink Damage Repair - \$410,000,
 Bio Solid Insurance \$10,000

Non Capital Projects Revenue

Non Capital projects Expenses	34,561,154	-	4,709,500	-	39,270,654	14,920,699	24,349,955	38%
	34,561,154	-	4,709,500	-	39,270,654	18,328,894	20,941,760	47%
	-	-	-	-	-	(3,408,195)	3,408,195	

Capital Projects Revenue

Capital Projects Expenses	10,607,948	37,325,475	37,778,204	-	85,711,627	26,437,773	59,273,854	31%
	10,607,948	37,325,475	37,778,204	(0)	85,711,627	21,304,556	64,407,071	25%
	-	-	-	-	(0)	5,133,216	(5,133,217)	

Total Revenues

Total Expenses	45,169,102	37,325,475	42,487,704	-	124,982,281	41,358,472	83,623,809	33%
	45,169,102	37,325,475	42,487,704	(0)	124,982,281	39,633,451	85,348,830	32%
	-	-	-	-	(0)	1,725,022	(1,725,022)	


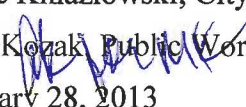

Total Non-Capital Projects for FY

Total Capital Projects for FY	34,561,154	-	4,709,500	-	39,270,654	-	-	
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Total Capital Projects for FY

	10,607,948	37,325,475	37,778,204	-	85,711,627	-	-	
	\$ 45,169,102	\$ 37,325,475	\$ 42,487,704	\$ -	\$ 124,982,281	\$ -	\$ -	

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Mark Kozak, Public Works Director  and Doug Mathers, Building Official 
Date: February 28, 2013

Agenda Item: **IV.b. Second Reading and Public Hearing, Ordinance No. 1305, Amending Kodiak City Code 14.04.010, 14.24.010 and 14.24.020; Enacting Kodiak City Code 14.04.080 and 14.24.030; and Repealing and Reenacting Kodiak City Code 14.24.040; Regarding the Adoption of Building and Other Codes and Related Matters**

SUMMARY: The State of Alaska adopted new building codes on November 16, 2012, and as a deferred jurisdiction, the City of Kodiak is required to adopt codes that meet or exceed the State's adopted codes. The Joint Building Code Review Committee met numerous times to discuss, review, and develop the proposed code changes. The Kodiak Island Borough Assembly is also in the process of adopting the same amendments by ordinance. City staff and the Joint Building Code Review Committee recommends Council adopt Ordinance No. 1305 in the second reading following the public hearing.

PREVIOUS COUNCIL ACTION:

- January 2009, Council adopted Ordinance No. 1246, incorporating the most recent building code updates to Title 14 of the Kodiak City Code
- January 24, 2013, Council passed Ordinance No. 1305 in the first reading

BACKGROUND: The State of Alaska adopted new building codes in November 2012. Kodiak is considered a deferred jurisdiction and is required to adopt codes that meet or exceed those adopted by the State. The City and Borough's Joint Building Code Review Committee began meeting in April 2012 and met a total of nine times to finalize their recommendations to both governments in November 2012.

DISCUSSION: The Joint Building Code Review Committee is made up of seven members. They are John Butler, Ed Mahoney and Scott Arndt (City Building Code Board of Appeals representatives), Gregg Hacker and Scott Bonney (Borough Architectural Review Board Representatives) Jerrol Friend (KIB Assembly Representative) and Randy Bishop (City Council Representative).

Following many meetings throughout 2012, the Committee voted unanimously to recommend the City adopt the 2009 International Building Code (IBC) with amendments, the 2009 International Mechanical Code, the 2009 International Fire Code with amendments, the 2009 Uniform Plumbing Code, the 2011 National Electrical Code, and the International Fuel Gas Code chapters 6 and 7. There are also a few minor housekeeping changes as identified in the ordinance.

In addition, the Joint Building Code Review Committee recommended adoption of the International Residential Code up to 2012. At this time the State of Alaska does not adopt a residential building code. The City has been using the 1997 Uniform Building Code as our one- and two-family dwelling building code.

The Borough has begun to amend their code to reflect these recommended amendments, as well, and passed its ordinance in the first reading on February 7 with final adoption scheduled for their next regular meeting.

Staff recommends Council agree to make the required amendments as requested by the Joint Building Code Review Committee by adopting Ordinance No. 1305 in the second reading after the public hearing.

ALTERNATIVES:

1. Staff and the committee recommend Council adopt the new codes and recommended amendments by passing Ordinance No. 1305 in the first reading. This is the recommended alternative and is consistent with requirements of a deferred jurisdiction.
2. Council could adopt a portion of or some amendments to the codes as recommended by the joint committee. This is not recommended in order to maintain consistent application of codes.
3. Council could choose not to adopt the new codes as recommended. This is not recommended, since it could affect the City's deferred status with the State Fire Marshal office and the ISO rating, which could impact property insurance costs.

FINANCIAL IMPLICATIONS: Adoption and implementation of the new codes will not impact the Public Works budget because the costs for new code books are included in the current budget.

LEGAL: The City is required to adopt various building codes that meet or exceed the State of Alaska's current building codes. Since the State recently adopted more updated codes, the City must do so, as well, because of its deferred jurisdictional status.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1305 in the second reading following the public hearing.

CITY MANAGER'S COMMENTS: Our building officials and the joint committee have been working diligently this past year to review and develop the proposed code changes we are required to adopt. Therefore, I support staff's recommendation that Council adopt Ordinance No. 1305 in the second reading following the public hearing. Those Council members who may be interested in review of the complete set of documents generated by the joint committee can contact me to request copies.

ATTACHMENTS:

Attachment A: Ordinance No. 1305

Attachment B: Recommendation memo from Building Official to PW Director and City
Manager, dated November 27, 2012

PROPOSED MOTION:

Move to adopt Ordinance No. 1305.

**CITY OF KODIAK
ORDINANCE NUMBER 1305**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING KODIAK CITY CODE 14.04.010, 14.24.010 AND 14.24.020; ENACTING KODIAK CITY CODE 14.04.080 AND 14.24.030; AND REPEALING AND REENACTING KODIAK CITY CODE 14.24.040; REGARDING THE ADOPTION OF BUILDING AND OTHER CODES AND RELATED MATTERS

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

Section 1: Kodiak City Code 14.04.010 is hereby amended to read as follows:

14.04.010 Adoption of building and other codes. The following codes are hereby adopted by reference as the building codes for the city of Kodiak:

- (a) ~~2009~~ ~~2006~~-International Building Code, as adopted with revisions in 13 AAC 50.020 in effect as of November 16, 2012 ~~September 17, 2007~~, and including Appendix H, Signs, for all buildings except one- and two-family dwellings and residential accessory buildings; provided, that the following revisions to the ~~2009~~ ~~2006~~-International Building Code in 13 AAC 50.020 are not adopted: (i) the deletion in 13 AAC 50.020(1) of Sections 103, 104.4, 104.6, 104.8, 105.4, ~~106.5~~, 107.5, ~~108.2~~, ~~108.4~~, ~~108.5~~, 109.2, 109.5, and ~~110~~ ~~109~~ through 115; and (ii) the revisions in 13 AAC 50.020(7) through (11), (16), (17), (66), (73), (74), and ~~(77)~~ ~~(78)~~.
- (b) **2012 International Residential** ~~1997 Uniform Building~~ Code for one and two family dwellings and residential accessory buildings with the following revisions: including excerpts from Appendix Chapter 23, which are included in the uniform Building Code Vol.1; options to Appendix Chapter 23, for exposure C and D High Wind Wall Framing and Wood Piles, by Barry Still.
- (1) R105.2, Work exempt from permit #10, is modified by striking out “are not attached to a dwelling and do not serve the exit door required by Section R311.4”
- (2) R301.2.1.1 is modified by adding to the end of the section, “The following may be built to Seismic design category D2 with 110 MPH wind speed in B and C wind exposure areas provided that the house was permitted before the adoption of the 2012 Residential Building Code. One permit only. An addition that is not more than 15% of the total gross square foot area of the existing building that the addition will be attached to. Roof pitch is a maximum of 5/12 or less. One story additions may be built on a piling foundation provided existing building has a piling foundation. Other exempt structures in section R105.2 titled Work exempt from permit.”

[Bold and underlined added. Deleted language stricken through.]

- (3) R311.7.5.1, Riser height, is modified as follows: The maximum riser height shall be 8 inches (203mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than $\frac{3}{8}$ inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere.
- (4) R311.7.5.2, Tread depth, is modified as follows: The minimum tread depth shall be 9 inches (228mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than $\frac{3}{8}$ inch (9.5 mm).
- (5) R313.1, Townhouse automatic fire sprinkler systems, and R313.2 One and two family dwellings automatic fire sprinkler systems, are modified by changing the word shall to may.
- (6) Chapter 11, Energy Efficiency. Exclude this chapter
- (7) Chapters 24, 25, 26, 27, 28, 29, 30, 31, 32 & 33. Delete these chapters related to plumbing and replace with the 2009 Uniform Plumbing Code.
- (8) Chapters 34, 35, 36, 37,38,39,40, 41, 42 & 43. Delete these electrical chapters and replace with the 2011 National Electrical Code.
- (9) M2002.5, Boiler low-water cutoff, is modified by striking out the words "and hot water".
- (c) 2009 ~~2006~~-International Building Code Appendix J, Grading.
- (d) 2009 Uniform Plumbing Code, as adopted with revisions in 8 AAC 63.010 in effect as of February 23, 2011 ~~September 27, 2008~~, Appendix Chapter B, Explanatory Notes on Combination Waste and Vent Systems; and Appendix Chapter H, Recommended Procedures for Sizing Commercial Kitchen Grease Interceptors.
- (e) 2009 ~~2006~~-International Mechanical Code, as adopted with revisions in 13 AAC 50.023 in effect as of November 16, 2012 ~~September 17, 2007~~, except for the deletions in 13 AAC 50.023(1) of Sections 103, 104, and 106 through 110 ~~409~~-of the 2009 ~~2006~~-International Mechanical Code.
- (f) 2011 ~~2008~~-National Electric Code:
1. New Section 300.4(~~IG~~) is ~~added~~ **amended** to read as follows: Thermo-plastic type insulated conductors may not be installed when the working environment is below **20 degrees** ~~20°~~-Fahrenheit.
 2. Section 410.168 is amended to read as follows: Luminaries (~~Fixtures~~) and Transformers in closets.
- (g) 1997 Uniform Code for the Abatement of Dangerous Buildings.
- (h) 1997 Uniform Housing Code.
- (i) 2009 ~~2006~~-International Fuel Gas Code, Chapters 6 and 7.
They are adopted to regulate erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use,
[Bold and underlined added. Deleted language stricken through.]

height, area, and maintenance of buildings or structures in the city of Kodiak; to provide for the issuance of permits and collection of fees therefor; and to provide penalties for violations of those regulations. The building codes so adopted shall be interpreted, administered, and enforced with the local amendments hereinafter specifically set forth by the city building official who is authorized to take such action as may be reasonably necessary to enforce the purposes of this section. The city manager may appoint or authorize an assistant or agent to the building official if necessary to carry out the provisions of this section.

Section 2: Kodiak City Code 14.04.080 is hereby enacted to read as follows:

14.04.080 Hoop houses. A “hoop house” or “high tunnel,” used exclusively for the production or storage of live plants, shall be exempt from the permit requirements of the City of Kodiak building codes if it meets the following criteria:

- (a) There is no permanent anchoring system or foundation;
- (b) There is no storage, temporary or otherwise, of solvents, gases, or other chemicals or flammable materials;
- (c) The structure is no wider than 24 feet and no greater length than 32 feet;
- (d) The covering of the structure is of a flexible polyethylene material no greater than 10 mils in thickness;
- (e) The support structure of the hoop house is made of non-combustible materials, e.g., metal, and hoop house must be purchased as a kit per the USDA high tunnel program. Installation is per manufacturer’s recommendations;
- (f) The structure is not utilized for retail sales;
- (g) The structure is located no closer than 5 feet from all property lines and cannot redirect the existing drainage.

Section 3: Kodiak City Code 14.24.010 is hereby amended to read as follows:

14.24.010 Adoption The ~~2009~~ 2006–International Fire Code, including Appendices A through G, as adopted with revisions in 13 AAC 50.025 in effect as of November 16, 2012 ~~September 17, 2007~~, except for the deletions in 13 AAC 50.025(1) of Sections 103, 104.2, 104.3, 104.4, 104.5, 104.6, 104.10, 104.11, 104.11.1, 104.11.2, 106, 108, ~~and~~–109 and 111 of the ~~2009~~ 2006–International Fire Code, is hereby adopted by reference as the fire code for the city of Kodiak. This code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding:

- (a) The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices;
 - (b) Conditions hazardous to life, property or public welfare in the occupancy of structures or premises;
 - (c) Fire hazards in the structure or on the premises from occupancy or operation;
 - (d) Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems; and
- [Bold and underlined added. Deleted language stricken through.]

(e) Conditions affecting the safety of fire fighters and emergency responders during emergency operations.

The Fire Code so adopted shall be interpreted, administered, and enforced with the local amendments hereinafter specifically set forth by the fire code official who is authorized to take such action as may be reasonably necessary to enforce this section. The city manager may appoint or authorize an assistant or agent to the fire code official if necessary to carry out the provisions of this section.

Section 4: Kodiak City Code 14.24.020 is hereby amended to read as follows:

14.24.020 Copies on file/sale. After adoption, the **fire code** ~~building~~-official shall provide for sale, ~~to those interested,~~ copies of the **Fire Code or referenced standards** ~~code adopted pursuant to section 14.24.010.~~ At least three copies shall be kept at the Building Department office.

Section 5: Kodiak City Code 14.24.030 is hereby enacted to read as follows:

14.24.030 Fire Safety Inspection program. The fire code official will conduct a fire code inspection program which meets or exceeds the program conducted by the State Division of Fire and Life Safety.

Section 6: Kodiak City Code 14.24.040 is hereby repealed and reenacted to read as follows:

14.24.040 Plan review. The fire code official will assist in the review of fire suppression, fire alarm, and site plan reviews for the purposes of emergency response and suppression with the Building Code Official.

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

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: January 24, 2013

Second Reading:

Effective Date:

[Bold and underlined added. Deleted language stricken through.]



BUILDING DEPARTMENT

710 MILL BAY ROAD, ROOM 208
KODIAK, ALASKA 99615

dmathers@city.kodiak.ak.us
thansen@city.kodiak.ak.us

TELEPHONE 907-486-8070
907-486-8072
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Date: Nov. 27 2012
To: Mark Kozak, Director of Public Works
CC: Aimee Kniazowski, City Manager
From: Doug Mathers, Building Official
RE: Adoption of new Building Codes

At this time I would like to begin the process of adopting the new codes. The state adopted new codes on Nov.16 2012 and as a deferred jurisdiction we are required to adopt codes that meet or exceed the states adopted codes.

During numerous meeting The Joint Building Code Review Committee voted unanimously to adopt the 2009 IBC with amendments, the 2012 International Residential Code with amendments, the 2009 International Mechanical Code, the 2009 International Fire Code with amendments, the 2009 Uniform Plumbing code, the 2011 National Electrical Code and the International Fuel Gas Code chapters 6 and 7. There are also a few minor housekeeping changes. I would like to start the codes adopted process for the City.



The Joint Building Code Review Committee is made up of seven members. They are John Butler, Ed Mahoney and Scott Arndt (City Building Code Board of Appeals representatives), Gregg Hacker and Scott Bonney (Borough Architectural Review Board Representatives) Jerrol Friend (KIB Assembly Representative) and Randy Bishop (City Council Representative).

Attached is the rewrite of Title 14 Titled, Building Construction.

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Chief of Police T.C. Kamai 
Date: February 28, 2013

Agenda Item: V.a. **First Reading, Ordinance No. 1306, Enacting Kodiak City Code 10.36.022, Notice to Owners and Lienholders, Kodiak City Code 10.36.024, Hearing, and Kodiak City Code 10.36.026, Disposal of Abandoned Vehicles, to Establish a Procedure for the Disposal of Abandoned Vehicles**

SUMMARY: At the direction of the City Council, the Police Department has sought to find a cost effective and operationally efficient strategy to address junk and motor vehicles abandoned on public property. These efforts cannot begin until the existing City code is amended. Ordinance No. 1306 will enact the requirements and enable the Police Department to implement a cost effective and operationally efficient strategy to address junk and abandoned motor vehicles. Staff recommends passage of Ordinance No. 1306 in the first reading and advancement to second reading and public hearing at the next regular or special Council meeting.

PREVIOUS COUNCIL ACTION: The City Council last addressed junk and abandoned motor vehicles during FY2013 budget discussions. At that time Council reduced funds designated for impounding and disposal of junk and motor vehicles abandoned on public property by \$20,000.

BACKGROUND: Existing City ordinances define what junk and abandoned motor vehicles are and discusses where the proceeds from the sale of abandoned vehicles should be directed, but it provides no authority for the City to dispose of these vehicles. As a consequence, the City must rely on existing state law for the disposal of junk and abandoned vehicles. Staff holds the opinion that state law is complex, inefficient, and costly to the City.

DISCUSSION: A reduction in FY2013 operational costs designated for junk and abandoned motor vehicle disposal resulted in the Police Department reexamining its strategy to address the overwhelming number of junk and vehicles abandoned on public property.

During this process, staff identified a cost effective and operationally efficient method to address junk and abandoned motor vehicles. This fall staff sought to implement this new strategy. In doing so, staff learned that the proposed method was contrary to what was allowable under state law. Staff has worked with the City Attorney to develop an ordinance that would provide staff a cost effective and operationally efficient method for disposing of abandoned motor vehicles.

ALTERNATIVES:

1. Alternative No 1: Adopt Ordinance No. 1306, which would enact Kodiak City Code 10.36.022, Notice to Owners and Lienholders, Kodiak City Code 10.36.024, Hearing, and Kodiak City Code 10.36.026, Disposal of Abandoned Vehicles, Establishing a Procedure for the Disposal of Abandoned Vehicles. This is staff's recommendation.
2. Alternative No 2: Fail to adopt Ordinance No. 1306. The elements needed to authorize a local solution to the disposal of junk and abandoned vehicles would not be in place. Staff would continue to rely on state law. Staff does not recommend this alternative.

FINANCIAL IMPLICATIONS: There are no anticipated costs beyond what the City already invests in junk and abandoned vehicle disposal.

LEGAL: After consultation with staff, the City Attorney wrote Ordinance No. 1306

STAFF RECOMMENDATION: Staff recommends Council pass Ordinance No. 1306 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

CITY MANAGER'S COMMENTS: As pointed out in the memo, our current code language lacks the legal elements needed for KPD to dispose of junk and abandoned vehicles in a cost-effective way. If adopted, Ordinance 1306 will make the needed changes. I want to recognize Chief Kamai's efforts to identify a solution that allows KPD to continue to provide this service City residents have come to expect. Therefore, I support staff's recommendation that Council adopt Ordinance 1306 in the first reading and advance to the second reading and public hearing at the next regular or special Council meeting.

ATTACHMENTS:

Attachment A: Ordinance Number 1306

PROPOSED MOTION:

Move to pass Ordinance No. 1306 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

**CITY OF KODIAK
ORDINANCE NUMBER 1306**

AN ORDINANCE ENACTING KODIAK CITY CODE 10.36.022, NOTICE TO OWNERS AND LIEN HOLDERS, KODIAK CITY CODE 10.36.024, HEARING, AND KODIAK CITY CODE 10.36.026, DISPOSAL OF ABANDONED VEHICLES, TO ESTABLISH A PROCEDURE FOR THE DISPOSAL OF ABANDONED VEHICLES

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

Section 1: Kodiak City Code 10.36.022, Notice to owners and lien holders, is hereby enacted to read as follows:

10.36.022 Notice to owners and lien holders. AS 28.11.040 is hereby amended to read as follows:

(a) The city shall give written notice to the vehicle owner of record and to lien holders of record that the city considers the vehicle to be abandoned. The city shall give the notice by:

(1) Posting on the vehicle; and

(2) By personal delivery or by registered or certified mail, return receipt requested, or if the vehicle is not registered in the state or the city cannot determine the name and address of the owner or lien holder, by publication once a week for four consecutive weeks in a newspaper of general circulation in the city.

(b) The notice shall include:

(1) A description of the vehicle and its location;

(2) The name and address of the registered owner and the vehicle identification number of the vehicle;

(3) The reasons why the city considers the vehicle to be abandoned; and

(4) A statement that unless within fifteen days after the date of the notice, either: (i) the vehicle is removed and stored in a lawful manner, or (ii) a person with an interest in the vehicle requests a hearing under Section 10.36.024, the city may without further notice impound and dispose of the vehicle by sale, destruction or other disposition authorized by law.

Section 2: Kodiak City Code 10.36.024, Hearing, is hereby enacted to read as follows:

10.36.024 Hearing. (a) A person claiming an interest in a vehicle that is the subject of a notice under Section 10.36.022 may obtain a hearing on whether the vehicle is subject to disposal under this chapter by requesting the hearing in writing at the office of the city manager within 15 days after the date of the notice.

(b) A hearing officer, who shall be the city manager or a person designated by the city manager, shall conduct the hearing within three business days after the city receives a timely request for a hearing under subsection (a) of this section. The issue at the hearing shall be limited to whether the vehicle is subject to disposal under this chapter.

(c) The hearing shall be conducted in an informal manner and shall not be subject to the technical rules of evidence. Any person claiming an interest in the vehicle may appear, present evidence, and cross-examine witnesses. The hearing shall be recorded.

(d) Within three business days after the conclusion of the hearing, the hearing officer shall prepare a written decision whether the vehicle is subject to disposal under this chapter, stating the reasons for the decision. The city shall mail or deliver a copy of the decision to each person who appeared at the hearing and claimed an interest in the vehicle.

(e) Any person aggrieved by the hearing officer's decision under subsection (d) of this section to dispose of a vehicle may appeal the decision to the superior court within 30 days after the date the decision was mailed or delivered to the parties. Unless the court orders otherwise, the city may impound a vehicle under this section immediately after issuing a decision approving its disposal, but may not dispose of the vehicle until either the court affirms the decision, or the time for appeal expires without an appeal having been filed.

Section 3: Kodiak City Code 10.36.026, Disposal of abandoned vehicles, is hereby enacted to read as follows:

10.36.026. Disposal of abandoned vehicles. AS 28.11.070 is amended to read as follows:

(a) Upon satisfaction of the notice and hearing requirements prescribed in this chapter, the city may dispose of an abandoned vehicle by removing it to a scrap processing yard or auto wrecker for disposal, or by public auction not less than 20 days after notice of the auction is published in a newspaper of general circulation in the city. The notice of auction must describe the vehicle and specify the place, date and time at which it will be sold.

(b) The proceeds of any sale of an abandoned vehicle shall be applied first to reimburse the city for costs of disposing of the vehicle, including towing, storing and selling the vehicle, and second to satisfy any fine or penalty that has been imposed for the unlawful abandonment of the vehicle. Any part of the proceeds remaining thereafter shall be made available to the former owner of the vehicle if claimed within 30 days from the date of sale, and if not so claimed shall become the property of the city.

Section 4: This ordinance shall be effective upon the date that is one month after its final passage and publication in accordance with Kodiak Charter Section 2-13.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:
Second Reading:
Effective Date:

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager
Debra Marlar, City Clerk *DM*
Date: February 28, 2013

Agenda Item: V. b. **Resolution No. 2013–03, Rescinding Resolution No. 2011–30 and Adopting a Revised Travel Policy for the Mayor and Councilmembers**

SUMMARY: The Council adopted a travel policy via Resolution No. 2011–30 in September 2011, which established policies and procedures for requesting and approving travel for the Mayor and Councilmembers. The Council reviewed the policy at its January 2013 planning work session and requested revisions. The revisions will allow more than three Councilmembers to travel to an event when approved by the Mayor and will clarify the travel reservation process. The revision will also eliminate the existing requirement for the Council to meet and voice a consensus at least 21 days prior to a travel event, which will provide a more flexible schedule for the Council to discuss upcoming travel.

PREVIOUS COUNCIL ACTION:

- September 2011, adopted Resolution No. 2011–30, which established a travel policy for the Mayor and Council
- January 2013, reviewed the travel policy and directed revisions

DISCUSSION: The Council established a travel policy for the Mayor and Council in 2011. The policy includes a code of conduct, travel criteria, travel procedures, and exceptions to the policy, if needed. The Council reviewed its travel policy in January 2013. The existing policy restricts travel to three Councilmembers. Sometimes it is advantageous to the City for more than three Councilmembers to attend an event, such as when lobbying for funding for City projects. The revised policy will grant the Mayor the authority to authorize more than three Councilmembers to travel to an event. The revised policy will also provide a more flexible time frame for the Council to discuss upcoming travel, and will clarify the reservation process.

ALTERNATIVES:

1. Adopt Resolution No. 2013–03, which is recommended because it reflects the Council’s direction at the January 19, 2013, planning meeting.
2. Do not adopt Resolution No. 2013–03. This is not recommended because it is contrary to the Council’s direction.

FINANCIAL IMPLICATIONS: Based on the Council’s travel history, the overall travel budget should remain consistent with previous years.

CITY CLERK’S COMMENTS: The City Clerk supports the requested revisions to the travel policy. Although the revisions are minor, the changes will enable to the Clerk to better manage travel for elected officials.

CITY MANAGER’S COMMENTS: I support the fact that the Mayor and Council requested, adopted, and reviewed their travel policy. The policy revisions identified provide more flexibility when planning and arranging travel so I recommend Council approve the changes by adopting the attached resolution.

ATTACHMENTS:

Attachment A: Resolution No. 2013–03 and revised travel policy

Attachment B: Resolution No. 2011–30

PROPOSED MOTION:

Move to adopt Resolution No. 2013–03.

**CITY OF KODIAK
RESOLUTION NUMBER 2013-03**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RESCINDING RESOLUTION NO. 2011-30 AND ADOPTING A REVISED TRAVEL POLICY FOR THE MAYOR AND COUNCIL

WHEREAS, the City Council adopted Resolution No. 2011-30 in September 2011, which established policies and procedures for requesting and approving travel for the Mayor and Councilmembers; and

WHEREAS, at the January 19, 2013, planning work session the Council directed revisions to the travel policy; and

WHEREAS, the travel policy identifies the purpose, policy, code of conduct, and procedures related to Mayor and Councilmember travel.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution No. 2011-30 is rescinded and the revised travel policy for the Mayor and Council that is dated February 28, 2013, which is attached and incorporated by reference, is hereby adopted.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

City of Kodiak Mayor and Council Travel Policy

POLICY: Mayor and City Council Travel Policy

PURPOSE: To establish policies and procedures for requesting and approving travel for the Mayor and Councilmembers.

STATEMENT OF POLICY: It is the policy of the City of Kodiak that Mayor and Councilmember travel for official City business outside the City of Kodiak be conducted during reasonable hours in the most direct and economic means necessary to accomplish City business.

CODE OF CONDUCT: While traveling on City business, elected/appointed officials are expected to attend all scheduled events and meetings. Officials shall not conduct personal business or lobby on behalf of an employer, agency, or organization from which the official derives non-City financial benefit. Councilmembers shall attend scheduled meetings with state and federal elected officials and/or staff as a group and shall not represent the City or seek meetings as a single entity, unless directed by the Council as a whole.

Failure to follow the established policy and code of conduct may, at the discretion of the City Council, result in the City's refusal to pay or reimburse travel expenses.

Travel Criteria

Travel shall only be approved when the following criteria are met:

- The travel expense has been budgeted.
- Not more than three Councilmembers shall travel to the same meeting or conference, unless approved by the Mayor.
- The Mayor or any Councilmember who travels outside the City at City expense will be required to submit at the next regular Council meeting, either orally or in writing, a report of their activities and their opinion of the benefit to the City.
- Travel will support state or federal efforts that are beneficial to the City of Kodiak, or travel is for specific training or attendance at a national or state board/committee meeting or conference as a municipal representative, and the exchange of information could reasonably be expected to result in a benefit to the City of Kodiak or its residents.

PROCEDURES:

1. The Clerk shall prepare an annual travel calendar to be reviewed during the annual budget presentation. The purpose of the calendar will be to estimate

Mayor and Council travel expenses for the upcoming year. The Council shall endorse or amend the travel calendar and related expenses, which will be included in the budget.

2. At a Council work session ~~at least twenty-one days~~ prior to an upcoming travel event, the Council will discuss the travel event, voice a consensus identifying the officials to travel, and direct staff to arrange for travel. Staff is authorized to add elected official travel to work session agendas as needed.
3. The Clerk's Office shall arrange approved travel. Receipts must be provided to the City Clerk within fifteen days following travel. The City will prepay airline tickets and registration fees. Hotel rooms will be guaranteed with a City credit card or purchase order. Officials may use their individual City credit card to pay hotel room costs or may use their private credit card and will be reimbursed by the City upon producing receipts to the City Clerk within fifteen days following the travel. City credit cards shall be returned to the Clerk's Office within fifteen days following travel. Any charges to the hotel bill that include food, phone calls, movies, or any other expense not related to City business shall be reimbursed to the City within fifteen days following travel. Officials shall use free hotel shuttles when available. If free shuttle service is unavailable, officials may use their City credit card to pay for taxi expenses to and from the airport or may pay the expense and produce receipts for reimbursement. Rental cars are not authorized unless the event is a significant distance from the airport and other transportation is unavailable. The City shall not pay taxi expenses to shopping areas, tourist attractions or similar events, or to restaurants unrelated to the travel event, unless there is no restaurant close to the approved event or hotel.
4. Any travel upgrades and/or deviations from direct routing shall be paid by the official traveling. All change fees or additional costs incurred as a result of altering airline reservations for personal reasons, excluding unanticipated illness or unanticipated changes to an elected official's work schedule, are the responsibility of the Mayor or Councilmember for which the travel applies. The Clerk shall be consulted prior to any unanticipated travel changes being made.
5. Per diem for elected/appointed officials will be the same rate as city employees receive. (KCC 2.08.037). Per diem rates are authorized via separate resolution of the Council.

EXCEPTIONS: Every effort will be made by the Mayor and Council to follow the policy and procedures. If unanticipated travel becomes necessary that is not budgeted ~~or that needs to occur sooner than twenty-one days~~ and the procedures outlined above cannot be followed, the Mayor may authorize travel and shall instruct the Clerk to notify the Council and Manager of the authorized travel. In the event the Mayor is out of town or is otherwise unavailable, the Deputy Mayor will follow this procedure.

**CITY OF KODIAK
RESOLUTION NUMBER 2011-30**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ADOPTING
A TRAVEL POLICY FOR THE MAYOR AND COUNCIL**

WHEREAS, the City Council desires to establish policies and procedures for requesting and approving travel for the Mayor and Councilmembers; and

WHEREAS, implementation of this policy will clearly identify the purpose, policy, code of conduct, and procedures related to Mayor and Councilmember travel.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a travel and training policy for the Mayor and Council, which is attached and incorporated by reference, is hereby adopted.



CITY OF KODIAK

Carolyn L. Floyd

MAYOR

ATTEST:

Delma Marler

CITY CLERK

Adopted: September 22, 2011

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Date: February 28, 2013

Agenda Item: V. c. **Resolution No. 2013-04, Approving the City Council's Budget Goals for FY2014**

SUMMARY: The Council reviewed a list of current and proposed budget goals at their annual planning meeting in January. They selected goals that will be used to develop the FY2014 budget. The goals are similar to FY2013's, but include new goals that articulate Council's policy direction. The goals will be used by staff in the development of the FY2014 City budget. Staff recommends Council formally approve the budget goals by adopting Resolution 2013-04.

PREVIOUS COUNCIL ACTION: Council has adopted annual budget goals each year following discussions at the annual planning session which are used in development of the City's operating and capital budget. Council approved the FY2012 budget goals on March 3, 2011, by Resolution 2011-04. Council adopted the FY13 budget goals on February 23, 2012, by Resolution 2012-04. The draft FY2014 budget goals were presented by the City Manager at the annual planning session on January 19, 2013. Once adopted, these goals will be used in the development of the FY2014 budget.

DISCUSSION: In 2010 Council began to evaluate their budget philosophy and adopted annual budget goals that reflected their priorities. The budget goals are discussed and reviewed during the Council's annual planning sessions and adopted by resolution at a following meeting. The goals reflect Council's philosophy and direction for the coming fiscal year. The City Manager uses the goals as a guide in preparation of the City's operating and capital budget. The goals focus on specific areas of the budget, such as personnel, operating expenses, capital expenditures, enterprise fund performance, and debt service.

Council discussed budget goals for FY2014 at their annual planning session in January of this year. Most of the FY2014 goals are similar to those used in FY2013 (Attachment B). However, Council did add new goals that reflect the continuing need for new revenue, ongoing planning, and improved accountability through ongoing reviews of existing programs and services (Attachment A).

Goals like these provide guidance to management as operating and capital budgets are prepared for the new fiscal year. The departmental budgets should reflect the overall budget goals with written justification provided if variations are needed for operational reasons. Written justifications are reviewed internally and presented to the Council during budget presentations.

When Council adopts the resolution, the Manager will provide a copy to department heads and review the process to be used in the development of the departmental operating and capital budgets.

ALTERNATIVES: There are three primary alternatives for Council to consider.

1. Adopt the budget goals as identified in Resolution 2013–04. This is staff’s recommendation because the goals reflect Council’s budgetary philosophy and will provide guidance to management and improve budget accountability.
2. Amend the list of budget goals.
3. Decide not to adopt budget goals for FY2014.

FINANCIAL IMPLICATIONS: The use of formal budget goals does not have a direct financial impact to the City. However, increased Council participation at the outset provides clear guidance to staff on areas of importance to the Council. Budget goals improve planning at the departmental level, provide important information on how departmental budgets interrelate to the entire budget, and provide a means for staff at all levels to understand and work toward reaching Council’s goals.

LEAGL: N/A

CITY MANAGER’S RECOMMENDATION AND COMMENTS: The process of adopting formal budget goals gives Council the opportunity to define its direction at the outset of the budget cycle. This process improves accountability by making the management staff and employees aware of Council’s concerns and gives them the direction necessary to help achieve the goals. I recommend Council adopt their FY2014 budget goals by resolution, which will help us set the right course as we begin work on the FY2014 budget.

ATTACHMENTS:

Attachment A: Resolution 2013–04, FY2014 Budget Goals

Attachment B: Resolution 2012–04, FY2013 Budget Goals

Attachment C: FY2014 Budget Calendar

PROPOSED MOTION:

Move to adopt Resolution 2013–04.

**CITY OF KODIAK
RESOLUTION NUMBER 2013-04**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK APPROVING
THE CITY COUNCIL'S BUDGET GOALS FOR FY2014**

WHEREAS, budget guidelines help ensure that the City's budget is prepared in a manner consistent with City Council desires; and

WHEREAS, the City Council discussed and selected the list of budget goals at their January 19, 2013, planning meeting; and

WHEREAS, management will use the listed budget goals as guidelines when developing the FY2014 budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the following budget goals will be used in the development of the City of Kodiak's FY2014 budget:

Revenue

Revenues will continue to be estimated conservatively using an analytical and objective approach.

One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues to fund routine City services.

Within resources available, the City will maintain capital assets and infrastructure at a level that is adequate to protect its investment, to minimize future replacement and maintenance costs, and to maintain existing service levels.

Operating Expenses

General Fund operating (non-personnel) expenses for FY 2014 will be at a level consistent with FY 2013. Required increases will be justified to the City Manager in writing and, if approved, presented by department heads to the City Council for final consideration during budget presentations.

Review existing programs and services and assess how well services address community needs and changes that may be necessary to respond to opportunities and challenges and factors that could affect their provision in the future.

Required increases to departmental level operating (non-personnel) expenses in the General Fund will be justified to the Manager in writing and, if approved, presented by department heads to the City Council during budget presentations.

Charges for Fees and Services will be reviewed and updated annually to ensure quality service delivery and adequate revenues.

City management will continue to examine ways or hold the line on expenditures without significant impact to level and quality of services provided to residents.

Personnel Goals

There will be no increase in the number of employee full-time equivalents (FTEs) of 125.15, providing that revenues remain consistent with FY2013, and there are no changes in operational needs.

Administration will centralize human resource functions to ensure uniform application of policies and to limit potential liability.

Selected sections of the PR&R will be amended to implement the classification and compensation study consistent with budgetary resources and improve practices that reflect recognized Human Resources standards.

General Fund

Council will review ways to increase revenues in the General Fund to help offset increases in operating expenses, meet infrastructure needs, and increase the fund balance.

General Fund revenues will be forecast conservatively and take into consideration state funding policies such as, community revenue sharing, shared fisheries and other shared business taxes, pension costs and liabilities, and the required allocation of sales tax.

A detailed review of all categories of General Fund expenditures will be conducted in FY 2014 to identify ways to decrease expenses.

The General Fund will be budgeted without a deficit through appropriations from the fund balance when/if necessary, and with a goal to maintain a minimum of two months operating reserves. Council may appropriate additional funds for capital projects.

Enterprise Funds

The major enterprise funds will develop long-term plans to include maintenance and repairs, needed facility replacement or expansion, and a schedule for rate reviews.

Enterprise Funds will complete rate studies every five years and present them to the City Council for implementation. In FY 2014, Cargo, Harbor, Boat Yard/Boat Lift, and Sewer rate studies will be conducted.

The Boat Yard/Boat Lift will reach a breakeven point (not including depreciation) by the year ending FY 2015, including adequate revenues through charges for services to meet debt payments and operational expenses without transfers from other funds. The business plan and marketing campaign for services will continue to be refined to capture maximum revenues.

Ensure adequate revenues are available to continue to maintain and improve Harbor facilities that support fisheries and support sector services and activities.

Community Support

The total amount available to fund non-profit requests will continue to follow the Council established level of funding which is based on 1% of General Fund revenues.

Capital

The City Manager and management staff will continue to work on a formal five-year capital improvement plan (CIP) that will identify, prioritize, and evaluate funding options for capital and major maintenance projects. The City will adopt and utilize the planning document and develop policies and procedures identifying criteria and steps for implementation. Once complete, the capital budget will link to, and flow from, the multi-year capital improvement plan.

Debt Service

The City will not incur new debt without appropriate analysis to:

- Show impacts on rates or taxpayers, or
- Analyze financial capacity for proposed capital projects, or
- Determine if the debt is required for projects mandated by the state or federal government, needed for economic development, environmental, aesthetic or quality of life, or health and safety improvements.

Quality of Life

The City will provide adequate services that meet the community needs, priorities, challenges and opportunities with consideration given to the condition of the economy, the composition of the population, technology, legal or regulatory issues, intergovernmental issues, and physical or environmental issues.

Economic Development

The City will review and evaluate available information about trends in community conditions, the external factors affecting it, opportunities that may be available, and problems and issues to be addressed.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

**CITY OF KODIAK
RESOLUTION NUMBER 2012-04**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK APPROVING
THE CITY COUNCIL'S BUDGET GOALS FOR FY2013**

WHEREAS, budget guidelines help ensure that the City's budget is prepared in a manner consistent with City Council desires; and

WHEREAS, the City Council discussed and selected the list of budget goals at their January 28, 2012, planning meeting; and

WHEREAS, management will use the listed budget goals as guidelines when developing the FY2013 budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the following budget goals will be used in the development of the City of Kodiak's FY2013 budget:

Personnel Goals

There will be no increase in the number of employee full-time equivalents (FTEs) of 125.15, providing that revenues remain consistent with FY2012, and there are no changes in operational needs.

An analysis of the need, use, costs, and hiring process of the City's use of temporary employees should be completed.

Administration will continue to centralize human resource functions to ensure uniform application of policies and to limit potential liability.

Selected sections of the PR&R will be reviewed and presented to Council for amendments, especially those necessary to implement the recommendations in the Classification and Compensation study.

General Fund

Council will increase revenues in the General Fund to help offset increases in operating expenses, meet infrastructure needs, and increase the fund balance.

A detailed review of all categories of General Fund expenditures will be conducted in FY2013 to identify ways to decrease expenses.

The General Fund will be budgeted without a deficit through appropriations from the fund balance when/if necessary. Council may appropriate additional funds for capital projects.

Enterprise Funds

The Boat Yard/Boat Lift Fund will reach a breakeven point (not including depreciation) by the third full year of operation in FY2015, including adequate revenues to meet debt payments. The business plan and marketing campaign for services will continue to be refined to capture maximum revenues.

The major enterprise funds will develop long-term plans to include maintenance and repairs, needed facility replacement or expansion, and a schedule for rate reviews.

Ensure adequate revenues are available to continue to maintain and improve Harbor facilities that support fisheries and support sector services and activities.

Enterprise Funds will complete rate studies every five years and present them to the City Council for implementation. In FY2013, Harbor, Cargo, and Sewer rate studies will be conducted.

Operating Expenses

General Fund operating (non-personnel) expenses for FY2013 will be at a level consistent with FY2012. Required increases will be justified to the City Manager in writing and presented by department heads to the City Council for final consideration during budget presentations.

A detailed review of all categories of operating (non-personnel) expenses for all departments and funds categories will be conducted for FY2013 to identify and implement budget reductions.

Required increases to departmental level operating (non-Personnel) expenses in the General Fund will be justified to the Manager in writing and presented by department heads to the City Council during budget presentations.

Charges for Fees and Services will be reviewed and updated annually to ensure quality service delivery and adequate revenues.

City management will continue to examine ways to reduce or hold the line on expenditures without significant impact to level and quality of services provided to residents.

Community Support

The total amount available to fund non-profit requests will continue to follow the Council established level of funding which is based on 1% of General Fund revenues.

Capital

The City Manager and management staff will finalize a formal five-year capital improvement plan (CIP) that will identify, prioritize, and plan funding for capital and major maintenance projects, and the City Council will adopt and utilize the planning document. Once complete, the capital budget will link to, and flow from, the multi-year capital improvement plan.

Debt Service

The City will not incur new debt without appropriate analysis to:

- show impacts on rates or taxpayers, or
- ensure proposed capital assets are eligible for debt reimbursement programs, or
- determine if the debt is the result of projects mandated by the state or federal government, or critical life-safety issues.

Quality of Life

Provide adequate recreational facilities and programs to community residents through Parks and Recreation and the Library.

Economic Development

Utilize available local, state, and federal resources to maintain a healthy and sustainable economic environment for the City of Kodiak.



CITY OF KODIAK


MAYOR

ATTEST:


CITY CLERK

Adopted: February 23, 2012

City of Kodiak
Budget Calendar FY 2014

FY 2014	ITEM	BY
January 19, 2013	Review City Council Goals and prepare suggested changes	City Manager & City Council
January 22, 2013	City Council Presentation FY 2014 Revenue Projections, & Budget Calendar	City Manager & Finance Director
February 28, 2013	City Council adopts Goals by Resolution	City Manager & City Council
March 4, 2013	Meeting of City Manager & Department Heads to distribute budget packets and provide overview of information in packets.	City Manager & Department Heads
March 29, 2013	Final day for departmental budget requests to be returned to Manager (via Finance Department)	Department Heads
April 1- 5, 2013	City Manger & Finance Director reviews departmental budget with respective Department Heads.	City Manager/ Finance Director & Department Heads
April 9, 2013	Review Revenue Options with City Council	City Manager & Finance Director
April 23, 2013	Distribute Manger's Budget to City Council	City Manager
May 11, 2013	City Council and Manger budget work sessions. Departmental Budget Presentation to City Council	City Manager/ Department Heads & City Council
May 23, 2013	First reading of budget ordinance	City Manager/ Finance Director & City Council
June 3, 2013	Advertisement for overall City Council Agenda including Budget	Clerk
June 13, 2013	Second reading and public hearing of budget ordinance; adoption of budget	City Manager/ Finance Director & City Council
July 1, 2013	Budget Implementation	Finance Director
September 10, 2013	90 day Submittal to Distinguished Budget Presentation Awards Program - Government Finance Officers Association	Finance Director

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Debra Marlar, City Clerk *DM*
Date: February 28, 2013

Agenda Item: V. d. Authorization of Amendment to the City Clerk's Employment Agreement

SUMMARY: The City Clerk is one of two fulltime City employees who is hired by contract and works directly for the Council. During the Clerk's annual performance and contract review in November, the Council expressed a desire to amend the Clerk's salary, effective November 5, 2012. The Clerk's contract was previously amended in 2002, at which time the Clerk was placed on Schedule II (General Salary Structure) of the City's Personnel Rules and Regulations (PRR). The Council removed the Clerk from the PRR Salary Structure with the adoption of Ordinance No. 1268(SUB) at the January 24, 2013, regular meeting. The Council may now amend the Clerk's Employment Agreement by motion.

PREVIOUS COUNCIL ACTION:

September 1999 – The Council approved the Clerk's original contract by motion.

November 2002 – The Council amended the Clerk's contract and specified the Clerk be placed at Grade 29, Range 7 of PRR Salary Schedule II

November 2003 -

November 2011 – The Council authorized annual salary increases in Salary Grade 29

November 2012 – The Council expressed a desire to remove the Clerk from the PRR Salary Grade.

January 2013 – The Council adopted Ordinance 1268(SUB), which detached the Clerk from the PRR Salary Grade.

DISCUSSION: During the Clerk's annual performance and contract review in November 2012, the Council voiced a consensus to remove the Clerk from the PRR Salary Structure and specify the Clerk's annual salary to be \$98,294. In order to make this change, the Clerk first needed to be detached from the PRR Salary Structure, which was accomplished with the adoption of Ordinance No. 1268(SUB) on January 24, 2013. The Clerk's employment contract containing the Council's requested changes is included in the packet as Attachment A. The City Attorney was consulted about the process to amend the Clerk's contract. His email containing his suggested motion is included in the packet as Attachment B.

ALTERNATIVES:

1. Amend the Clerk's contract as suggested. This alternative is recommended, because it reflects the Council's consensus voiced at the Clerk's annual performance and contract review in November 2012.

FEBRUARY 28, 2013
Agenda Item V. d. Memo Page 1 of 2

2. Do not amend the Clerk's contract. This alternative is not recommended, because it is contrary to the discussion and consensus voiced during the Clerk's annual performance and contract review.

FINANCIAL IMPLICATIONS: The Clerk's personnel budget will increase as a result of the salary change. Any needed budget adjustments will be made in a supplemental budget amendment later in the year.

LEGAL: The City Clerk worked with the City Attorney about the correct process to amend the Clerk's contract. The Attorney wrote the suggested motion to amend the contract.

CITY CLERK RECOMMENDATION: The City Clerk recommends the Council amend the Clerk's contract as presented, which reflects the Council's direction given during the Clerk's annual performance and contract review in November 2012.

NOTES/ATTACHMENTS:

Attachment A: Clerk's amended contract

Attachment B: Attorney's email containing the suggested amendments to the contract and the recommended motion to make the amendments.

PROPOSED MOTION:

Move to amend Section 3 of the City Clerk's employment agreement by replacing the existing language with the following: "City agrees to pay Clerk a salary at the annual rate of \$98,294, effective November 5, 2012," and to amend Section 5 of the City Clerk's employment agreement by replacing the existing language with the following: "The City Council shall conduct a review of the Clerk's job performance annually according to the provisions established for regular City employees by the Personnel Rules and Regulations. Each such review shall be the basis for determining the Clerk's salary, effective as of the most recent anniversary of the commencement of the contract terms."

Employment Agreement

(Amended November 21, 2002, and February 28, 2013)

This Agreement, effective November 6, 1999, is made and entered into between the CITY OF KODIAK (hereinafter City) and DEBRA L. MARLAR (hereinafter Clerk).

Whereas City wishes to employ the services of Debra L. Marlar as Clerk of the City of Kodiak; and

Whereas City and Clerk desire to provide for certain procedures, benefits, and requirements regarding the employment of Clerk by City; and

Whereas the following terms and conditions have been reviewed and agreed to by all parties,

Now, therefore, City and Clerk agree to the following terms and conditions:

Section 1: Duties. City agrees to employ Debra L. Marlar as Clerk of the City. Clerk shall perform, to the best of her abilities, such other duties as specified by law and ordinance, and such other proper duties as assigned by the City Council of the City of Kodiak (hereinafter City Council).

Section 2: Term. This agreement shall be for an indefinite term commencing on the 6th day of November, 1999. Clerk acknowledges that she is an employee serving at the will of the City Council, and agrees to remain in the exclusive employ of City during the term of this agreement.

Section 3: Compensation. ~~The City Clerk shall be placed at Grade 29, Step 7, of Schedule II (General Salary Structure) of the City's Personnel Rules and Regulations effective November 5, 2002. A step increase shall be granted annually thereafter, upon satisfactory performance.~~ The City agrees to pay the Clerk at the annual rate of \$98,294, effective November 5, 2012.

Section 4: Termination and Severance. Because of the nature of the Clerk's position, it is agreed that the City's business can only succeed if Clerk and City Council enjoy a working relationship based on mutual respect, trust, and positive attitudes. It may, therefore, be impossible to quantify "poor performance" or "just cause" for termination given the complexities which often involve personality factors as opposed to legal or contractual factors. It is therefore the intent of both City and Clerk to provide for termination by either party without resort to any determination of cause or any necessary explanation by Clerk. Accordingly, this agreement may be terminated as follows:

- A. City may terminate this agreement for any reason or no reason upon giving forty-five (45) days' written notice to Clerk. City may terminate the relationship immediately after the forty-five (45) days, or in the alternative, City may pay forty-five (45) days' pay and terminate the relationship immediately upon giving notice.
- B. Clerk may terminate this agreement for any reason or no reason upon giving forty-five (45) days' written notice to City. Upon receipt of notice, City may elect to pay forty-five (45) days' pay and terminate the relationship immediately or require Clerk to continue for a period not to exceed forty-five (45) days at her regular rate of pay from the date of receipt of notice.

Upon termination, Clerk shall be entitled to accrued annual leave.

Section 5: Performance Review. ~~The City Council shall conduct a performance review of the Clerk's job performance according to the provisions established for regular City employees by the Personnel Rules and Regulations. Such reviews shall be the basis for salary increases. If no performance review is conducted within two months of its due date, a merit step increase, retroactive to the normal effective date, shall be granted as though a review had been conducted and performance deemed satisfactory, unless the City Council and Clerk agree in writing to a further postponement of the review.~~ The City Council shall conduct a review of the Clerk's job performance annually according to the provisions established for regular City employees by the Personnel Rules and Regulations. Each such review shall be the basis for determining the Clerk's salary, effective as of the most recent anniversary of the commencement of the contract term.

Section 6: Benefits. City shall provide benefits in addition to salary in the same kind and degree as those benefits are provided to regular employees according to the provisions established by the Personnel Rules and Regulations. These benefits shall include but shall not be limited to Sick and Annual Leave, insurance and medical coverage, and contributions to the Alaska Public Employees Retirement System on behalf of Clerk.

Section 7: Expenses. Upon presentation of proper evidence of an expenditure related to the official duties of Clerk, City shall reimburse Clerk for such expenses in accordance with its normal procedures for reimbursement.

Section 8: Membership Dues, Conferences, and Training. City shall pay the dues, fees, and other costs, and allow time for the following memberships, conference attendance, and other training activities:

- A. City shall pay the annual membership dues of Clerk in the Alaska Association of Municipal Clerks and the International Institute of Municipal Clerks.
- B. City shall pay all costs, according to its established policies for payment of such costs, for actual attendance of Clerk at the following association conferences, institutes, and academies:
 1. Alaska Association of Municipal Clerks;
 2. Alaska Municipal League; and
 3. International Institute of Municipal Clerks.
- C. Upon application by Clerk and discretionary approval by the City Council, City shall budget for and pay all costs, according to its established policies for payment of such costs, relating to training programs and seminars which serve to continue the professional development of Clerk as that development relates to present or anticipated duties of Clerk.

Section 9: Binding Effect. This Agreement shall be binding on the successors, assigns, and heirs of each of the parties.

Section 10: Entire Agreement and Amendment. This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Section 11: Headings. The headings of sections in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

In witness whereof the parties ~~have originally~~ executed this Agreement on ~~this~~ the 23rd day of September, 1999, with amendments approved November 21, 2002, and February 28, 2013.

~~Carolyn Floyd~~ Pat Branson, Mayor
City of Kodiak

Debra L. Marlar, City Clerk
City of Kodiak

Marlar, Debra

To: Marlar, Debra
Subject: FW: Advice Requested From Council
Attachments: 00282850.DOC

From: Thomas Klinkner [<mailto:tklinkner@BHB.com>]
Sent: Thursday, November 15, 2012 9:21 AM
To: Marlar, Debra
Subject: RE: Advice Requested From Council

Deb,

I have attached Ordinance Number 1268 with my revisions. As amended, it will have the effect of removing your position from the salary schedule in the Personnel Rules and Regulations.

When the Council amended your contract in 2002, it did so by motion. The same procedure should work now. I suggest the following motion for this purpose:

Move to amend Section 3 of the City Clerk’s employment agreement by replacing the existing language with the following: “City agrees to pay Clerk a salary at the annual rate of \$98,294.00, effective November 5, 2012,” and to amend Section 5 of the City Clerk’s employment agreement by replacing the existing language with the following: “The City Council shall conduct a review of the Clerk’s job performance annually according to the provisions established for regular City employees by the Personnel Rules and Regulations. Each such review shall be the basis for determining the Clerk’s salary, effective as of the most recent anniversary of the commencement of the contract term.”


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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: February 28, 2013

Agenda Item: V. e. **Direction to the City Manager to Pursue a Biosolids Management Plan at the KIB Landfill**

SUMMARY: The City Council requested a special work session to discuss biosolids management due to community concerns about the location of a composting facility at Middle Bay. Staff and CH2MHill consultants made presentations at the special work session on February 18, 2013. The City Attorney was also in attendance to help guide discussions as necessary.

The meeting covered the history of the issues surrounding the management and disposal of biosolids generated at the Wastewater Treatment Plant going back to the late 1990s. The presentations focused on the history of decisions made, the alternative management options explored, the Kodiak Island Borough's (KIB) inability to continue to accept biosolids at the landfill, and the series of decisions made as a result of KIB's decision. The meeting covered the steps Council and staff took to develop a public/private partnership with Quayanna Development Corporation (QDC) to convert the community's biosolids into compost, which was the preferred and least expensive alternative. The consultants reviewed the benefits of composting and provided examples of successful operations in North America, as well as an analysis of rate impacts for the current biosolid disposal options: composting, incineration/drying, cannibal wastewater treatment process, and shipping off-island.

The City Manager requested direction from the Council on what short- and long-term options to take in order to have a final decision on the best and most affordable biosolids management methods. Council voiced a consensus that they wished to continue to pursue composting in partnership with QDC and KIB at the new proposed site at the landfill and no longer pursue a permitted facility the Middle Bay site. Council requested the Manager to come back with more information on costs and duration of short-term biosolid disposal options if the long-term composting facility is not available before the Borough's new August 15, 2013, deadline.

This is the meeting at which the Manager needs formal Council approval of the decisions expressed at the February 18 work session. Council will approve these decisions by motion at this meeting to ensure staff is going in the desired direction.

PROPOSED MOTION:

Move to direct the City Manager to work with the Kodiak Island Borough to develop a long-term biosolids management solution by composting at the Kodiak Island Borough Landfill and to discontinue composting efforts at Middle Bay.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Thru: Mark Kozak, Public Works Director; Glenn Melvin PE, City Engineer

Date: February 28, 2013

Agenda Item: V. f. Authorization of Professional Services Contract for Dam Safety Inspections, Project No. 7034/05-03

SUMMARY: State of Alaska Department of Natural Resources (ADNR) regulations require that Hazard Class I or II dams have periodic safety inspections (PSI) performed by a qualified engineer. All Hazard Class I and II dams must be inspected every three years. Staff recommends Council authorize the award of a professional services contract to Golder Associates to perform the City's required periodic dam safety inspections in the amount of \$41,241.

PREVIOUS COUNCIL ACTION: The Council approved the last PSI contract with Golder Associates in April 2010. The FY2013 budget contains funding needed for this required project in the amount of \$45,000.

BACKGROUND: All dams that fall under the definition of regulated, as defined in 11 AAC 93, need a Certificate of Approval to Operate a Dam issued by ADNR. Certificates to Operate a Dam expire every three years. A current, approved Periodic Safety Inspection Report, an Operation and Maintenance Manual, and other information must be on file with the Dam Safety and Construction Unit in order to receive a current Certificate to Operate a Dam. In addition, Class I and II dams must have an Emergency Action Plan.

DISCUSSION: To comply with the regulations, every three years the City contracts with an engineering firm to conduct the PSIs. Since 2003, the City has regularly contracted with Golder Associates. In addition to performing the 2004, 2007, and 2010 PSIs, Golder also designed the 2003 raising of the Monashka Dam.

ADNR regulations require the engineer and scope of work be approved by the State Dam Safety and Construction Unit. The inspections typically require three to four days in the field to complete and are a comprehensive inspection of all aspects of the dams. This includes all slopes, crests, embankments, abutments, spillways, seepages, and control structures. A survey to continue monitoring of the Upper Bettinger Dam will be performed by a licensed surveyor. If previous inspections identified concerns, Golder will follow up to assure the safety of the dam is not compromised. The scope of work and costs are detailed in Golder's fee proposal presented as Attachment A.

The City's most recent PSIs were completed in May 2010. The certificates to operate the dams require that these inspections take place on or before the last inspection date. Therefore, staff recommends that action be taken so the new inspections will be completed in early May 2013.

ALTERNATIVES:

1. Authorize a contract with Golder Associates to perform the periodic safety inspections, which is staff's recommendation and complies with ADNR regulations.
2. Do not award a contract with Golder. This alternative is not recommended. Golder is one of the leading engineering firms performing this type of engineering, has performed well for the City on previous projects, and is the firm that is currently most familiar with the City's dam systems.
3. Do not perform the periodic safety inspection. This alternative is not recommended because it violates State of Alaska regulations and could potentially endanger the public. The dam safety program was created to assure dams are periodically inspected by a competent, impartial third party to assure the dams are, and continue to be, safe and not present undue risks to the general public.

FINANCIAL IMPLICATIONS: The current FY2013 budget includes \$45,000 for this project. Golder's proposal of \$41,241 can be paid within the existing budgeted amount.

LEGAL: The City must perform the PSIs to comply with state regulations, ensure the safety of the public, and retain required certificates.

STAFF RECOMMENDATION: Staff recommends Council authorize a professional services agreement with Golder Associates in the amount of \$41,241, with funds coming from the Water Improvement Fund, Periodic Safety Inspection account, Project No. 7034/05-03.

CITY MANAGER'S COMMENTS: These dam safety inspections are required at three-year intervals as set by state regulations and managed by the Department of Natural Resources. Golder has performed our inspections since 2003 and is a very reputable specialty engineering firm. I support staff's recommendation to award the PSI contract to Golder.

ATTACHMENTS:

Attachment A – Golder Proposal

PROPOSED MOTION:

Move to authorize a professional services contract with Golder Associates in the amount of \$41,241, with funds coming from the Water Improvement Fund, Periodic Safety Inspection account, Project No. 7034/05-03, and authorize the City Manager to execute the agreement on behalf of the City.

January 22, 2013

P33-95975

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

RE: PROPOSAL TO PERFORM PERIODIC DAM SAFETY INSPECTIONS FOR THE BETTINGER, PILLAR CREEK AND MONASHKA DAM COMPLEXES IN KODIAK, ALASKA

Dear Mr. Kozak:

At your request Golder Associates Inc. (Golder) is pleased to present this proposal to perform periodic safety inspections (PSI), as defined in Alaska Administrative Code 11 AAC 93.159, for the following dams:

- Upper Bettinger Dam (NID ID#AK00022)
- Pillar Creek Dam 1A (NID ID#AK00020)
- Pillar Creek Dam 1B (NID ID#AK00072)
- Pillar Creek Dam 2A (NID ID#AK00021)
- Pillar Creek Dam 2B (NID ID#AK00070)
- Pillar Creek Dam 2C (NID ID#AK00071)
- Pillar Creek Dam 3 (NID ID#AK00171)
- Monashka Creek Dam (NID ID#AK00073)
- Monashka Creek Dike (NID ID#AK00185)

This work will update and supplement the Golder 2007 PSI Baseline Report and the 2010 Supplemental PSI Report. The work will be done in compliance with the "Guidelines for Cooperation with the Alaska Dam Safety Program" from the Alaska Department of Natural Resources Division of Mining, Land and Water Dam Safety and Construction Unit (ADNR).

1.0 SCOPE OF WORK

The key parts of the work will be the inspections of each of the dam and the completion of an "Alaska Dam Safety Program Visual Inspection Checklist" for each dam. In addition photographs and notes will be obtained for key elements of each dam as appropriate to help define the current conditions of the dams. Monitoring data will be reviewed. The results will be used to update figures and tables in the PSI Baseline Report and to make appropriate conclusions and recommendations for corrections of any new or continuing issues identified.

Our scope of work will include the following tasks described below, which are in general accordance to the scope outlined in the 2005 ADNR Dam Safety Guidelines.



Task 1 – Record Document Review

Prior to performing our field inspection of the dam, we will review the available record documents. We expect that this review will include the following:

- the 2007 Baseline PSI Report,
- the 2010 Supplemental PSI Report,
- the current O & M Manuals,
- the current monitoring data,
- the current EAPs, and
- any newer documents that were not available when the 2010 Supplemental PSI Report was submitted.

The costing and scheduling of this task has been based on the assumption that the City of Kodiak will be able to provide copies of their documents to Golder for review before the field inspection takes place. This task also assumes that no documentation or participation by Golder will be needed for the EAP review and exercise ADNR has requested for the Bettinger Upper Dam.

Task 2 – Field Inspection

Following our review of the record documents, we will go to Kodiak and perform field inspections of the dams. The inspectors will include two professional engineers experienced with dam safety, design, and construction and regulations and the 2007 PSI Background Report. It is planned at this time that this inspection will be done by Mr. Rupert Tart and Mr. Christopher Valentine. We are assuming that the City will provide field support for operation of the valves and will clear the brush and trees from the downstream slopes to facilitate inspection.

The inspection of the dams will include the following:

- Visual inspection of all dam features, including photographic documentation for comparison to previous inspection photos.
- Review and documentation of the site conditions using the Alaska Dam Safety Visual Inspection checklist.
- Review the weir monitoring records.
- Operation and documentation of all control valves.
- Review of downstream areas within the zone of potential inundation.
- Discuss operations and maintenance with maintenance personnel.

This task will also include surveying the alignment and elevation of the five monuments at the Upper Bettinger Dam. In the past, the field survey was performed by Horizon Surveying, a local licensed surveyor. To be sure the field inspectors are aware of any potential movement of the dam embankment, this survey should be completed and the results submitted to Golder prior to the field inspection. The estimate and scheduling of the Golder work assumes that the City of Kodiak will retain a surveyor and have the results of the survey sent to Golder prior to the field inspection.

During the field inspection the improvements to the spillway between Pillar Creek 2A and 2B Dams need to be visually checked. It is assumed that the City of Kodiak will lower the water in this dam complex sufficiently to allow a visual inspection of the improvements to the spillway during the field inspection.

Pillar Creek 3 (NID ID#AK00171) will be inspected and the observations will be documented. In the past, there have been some maintenance issues related to this dam. Since it is a Class III dam, continuing maintenance issues noted during the PSI will be addressed by the City of Kodiak as they deem appropriate in consultation with ADNR.

Task 3 – Analysis and Report

The results of our inspections and reviews will be presented in a report that will supplement the Baseline Report for these dams and will include for each dam complex the following:

- A summary of the record document review including dam location and ownership, dam and reservoir details, existing dam documents, hazard classification, and the operations and maintenance manual.
- A summary of the field investigation that includes our observations regarding critical dam features with supporting photographs.
- A discussion of any changes to the critical dam design features including dam stability and dam hydrology/hydraulics.
- Review the Upper Bettinger Dam for any indications of seismic instability that would justify mitigation or recommendations for additional seismic review.
- Completion of the Hazard Classification and Jurisdictional Review Checklist.
- An evaluation of the survey data and instrumentation (piezometers and weirs) monitoring records.
- An update of the Baseline Report tables and figures.
- A discussion of the dam operation, maintenance, and inspections.
- Conclusions and recommendations.

The recommendations from the 2007 PSI Report and the 2010 PSI Supplemental Report will be reviewed. Additional analyses will be performed if needed, and new conclusions and recommendation will be provided as deemed appropriate.

A draft report will be prepared for review by the City of Kodiak and the ADNR Dam Safety and Construction Unit. Following comments, the reports will be finalized and submitted.

2.0 SCHEDULE, COST, AND WORK AUTHORIZATION

We will be prepared to begin our review of the record documents following our notice to proceed (NTP), which is anticipated to be received during the first week of April 2013. The field inspection will be scheduled in the late spring on a short-notice basis to optimize the weather conditions for the field observations. Dry weather is helpful for observation and evaluation of possible seeps adjacent to the dam structures. Our draft report should be available approximately 4 to 8 weeks following completion of the fieldwork.

Estimated costs for performing the scope of work outlined above are shown on the attached spreadsheet. These costs are our best estimate at this time using two senior engineers to make the inspections. If additional work beyond that described in our scope is necessary or if the modifications of the EAPs or the O&M Manual are more complex than we have estimated, we may request your approval of additional funds.

If you are in agreement with our scope of work, the attached terms and conditions, and estimated costs, please acknowledge your approval by signing in the space provided in the attached Agreement for Consulting Services.

Sincerely,
GOLDER ASSOCIATES INC.



Rupert G. Tart, Jr., P.E.
Principal and Senior Consultant

Attachments: Cost Estimate
GAI Terms and Conditions
2013 Rate Schedule

RGT/rgt

ENGINEERING REPAIRS TO PILLAR CREEK SPILLWAYS

Proposal Number: P33-95975

ITEM	UNIT	RATE	GAI CHARGES	OUTSIDE CHARGES	MARKUP 10%	TOTALS
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TASK 1 - Review Previous PSI Reports and City Monitoring and Maintenance Records

Level 8 Engineer	8	\$250 /hr	\$2,000				
Level 4 Engineer	40	\$140 /hr	\$5,600				
Communication Fees	1	\$150 est.		\$150	\$15.00		
			-----	-----	-----		
			SUBTOTAL	\$7,600	\$150	\$15	\$7,765

TASK 2 - Field Inspections

Level 8 Engineer	32	\$250 /hr	\$8,000				
Level 4 Engineer	40	\$140 /hr	\$5,600				
Air Fare (Sea-Kodiak)	1	\$1,600 each		\$1,600	\$160.00		
Air Fare (Anc-Kodiak)	1	\$610 each		\$610	\$61.00		
Vehicle Rental	4	\$75 /day		\$300	\$30.00		
Room/Board	6	\$150 /day		\$900	\$90.00		
Supplies	1	\$200 est.		\$200	\$20.00		
Communication Fees	1	\$150 est.		\$150	\$15.00		
			-----	-----	-----		
			SUBTOTAL	\$13,600	\$3,760	\$376	\$17,736

TASK 3 - Final PSI Supplemental Report

Level 8 Engineer	20	\$250 /hr	\$5,000				
Level 6 Engineer	20	\$190 /hr	\$3,800				
Level 4 Engineer	40	\$140 /hr	\$5,600				
Level A2 Admin Support	3	\$80 /hr	\$240				
Communication Fees	1	\$1,000 est.		\$1,000	\$100.00		
			-----	-----	-----		
			SUBTOTAL	\$14,640	\$1,000	\$100	\$15,740

GRAND TOTAL \$41,241



City of Kodiak, Alaska

("CLIENT")

and GOLDER ASSOCIATES INC. ("GOLDER") agree that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by GOLDER relating to Proposal No. P33-95975, dated January 22, 2013 (collectively the "Agreement"):

1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

- A. Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's

electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

6. INDEMNIFICATION

- A. GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand

Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.

- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8. INSURANCE

- A. GOLDER maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability
Combined Single Limit \$1,000,000
- (iii) Commercial General Liability:
Each Occurrence \$1,000,000
General Aggregate \$2,000,000
- (iv) Professional Liability Insurance
Any One Claim \$1,000,000
Policy Aggregate \$3,000,000

- B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations:

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site,

CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall

be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall

indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
- I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.

22. AUTHORIZATION TO PROCEED

By signing below, CLIENT hereby authorizes GOLDER to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to *payment, limitation of liability, insurance and indemnity*, among many other important provisions. CLIENT also represents that any “purchase order” type document which CLIENT may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services.

GOLDER ASSOCIATES INC.

CLIENT:

City of Kodiak, Alaska

(Name)

Signature

Signature

Name

Rupert G. Tart, Jr.

Name

Title

Principal

Title

I have authority to bind the corporation.

I have authority to bind the corporation.

Please address invoices to:	Please address deliverables & notices* to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:

**All notices required or permitted to be given hereunder shall be in writing and shall be delivered in person, sent by facsimile machine or mailed, properly addressed and stamped with the required postage to the intended recipient.*





**GOLDER ASSOCIATES INC.
ANCHORAGE, ALASKA
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2013**

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
LV8	Senior Practice/Program Leader	\$250
LV7	Practice/Program Leader	\$230
LV6	Senior Consultant	\$190
LV5	Senior Engineer/Scientist	\$165
LV4	Senior Project Engineer/Scientist	\$140
LV3	Project Engineer/Scientist	\$120
LV2	Staff Engineer/Scientist	\$100
LV1	Engineer/Scientist	\$90
LD3	Senior Draftsperson	\$105
LD2	Staff Draftsperson	\$85
LD1	Draftsperson	\$70
LT3	Senior Technician	\$100
LT2	Staff Technician	\$90
LT1	Technician	\$70
LA3	Senior Admin Support	\$90
LA2	Staff Admin Support	\$80
LA1	Admin Support	\$70



Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

Non-labor direct project costs listed below will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Photocopies	\$0.15/page (8.5 X 11)
Color Plotter (D&E size)	\$12/plot
Vehicle (local use)	Government Rate

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members
From: Aimée Kniaziowski, City Manager 
Thru: Glenn Melvin PE, City Engineer 
Date: February 28, 2013

Agenda Item: V. g. Authorization of Trident Basin Development Quarry, Borrow Material Permit No. 13-4

SUMMARY: The Trident Basin Float Plane facility is growing and continues to need additional area for facility parking and staging adjacent to the Andrew Air facility. It has been the City's goal to eventually provide the area needed, but it has also been understood that significant rock removal would be required and would likely take years to develop a usable pad area. Anderson Construction has held the Trident Quarry Permit since 2005, but has not actively mined the quarry in recent years. Seeing the lack of activity, Golden Alaska Excavating LLC, another local grading contractor, approached the City about the possibility of taking over the permit from Anderson. City staff met with Mike Anderson to discuss releasing the permit and allowing Golden Excavating to take over the Trident Basin Quarry. Anderson maintains a second quarry permit at the boatyard area and agreed to release the Trident Basin Quarry permit to allow Golden Excavating to move forward. It is to the City's benefit to actively quarry this area, and staff recommends Council authorize the Trident Basin Quarry permit be issued to Golden Excavating LLC.

PREVIOUS COUNCIL ACTION: In 2005, Council awarded Anderson Construction a Borrow Material Permit for the Trident Basin Quarry.

BACKGROUND: In 2005, DOWL prepared a Trident Basin Development site plan. The plan showed an approximate two acre site for a float plane haul out and related facilities including a pad area that could be used for buildings, parking, and storage. That same year, Anderson Construction was awarded a Borrow Material Permit to start up the quarry and extract approximately 10,000 cubic yards of rock per year moving forward. The original estimate of 10,000 cubic yards was not achieved, and Anderson has since extracted much less than the estimated amount. Anderson has benefitted the City during the permit period by improving the site and removing essentially all of the over-burden material. The site now can be mined more efficiently than originally contemplated.

DISCUSSION: This permit is essentially the same as the permits issued to Anderson Construction, which addresses the specific Trident Basin Area and the language changed to clarify that royalty payment is required on all rock materials regardless if they are used on City of Kodiak projects. The

royalty charge for rock is \$0.50 per ton; there is no royalty charge for overburden, and the minimum royalty payment is \$5,000 per year.

Staff coordinated with the previous City Engineer, Howard Weston, with regard to the permit and he recommended that the original DOWL drawings dated 2006 were still valid and should be attached to the permit. These drawing were reviewed by the current City Engineer, Glenn Melvin, who determined that they remain applicable to the project.

It should also be pointed out that the original federal funding requirements for the development of the Trident Basin Float Plane Basin facility require that all revenue generated by the facility, including the quarry revenue, must remain within the Trident Basin Budget and cannot go to the General Fund.

ALTERNATIVES:

1. Authorize the issuance of a permit to Golden Alaska Excavating, LLC for the Trident Basin Quarry Permit for the five-year period. This alternative is recommended, because it keeps the quarry operational allowing revenue to be generated for the facility while progressing toward the development goals.
2. Do not authorize issuance of a permit with Golden Alaska Excavating, LLC. This alternative is not recommended, because there is currently no activity at the quarry, and the city would miss the opportunity to move forward and utilize the quarry as originally planned.

FINANCIAL IMPLICATIONS: Golden Alaska Excavating, LLC is required by this permit to pay a minimum royalty of \$5,000 per year and all revenue generated from the quarry must remain in the Trident Basin Facility budget.

LEGAL: The permit has received legal review by the City Attorney.

STAFF RECOMMENDATION: Staff recommends issuing the Trident Basin Quarry Permit to Golden Alaska Excavating, LLC.

CITY MANAGER'S COMMENTS: I support staff's recommendation. The Trident Basin Quarry has been inactive for several years. Its reactivation will provide more space at Trident Basin, which will eventually meet long-term goals and meet operational needs. I recommend Council authorize the issuance of the permit to Golden Alaska Excavating as outlined.

ATTACHMENTS:

Attachment A – Golden Alaska Excavating, LLC permit

PROPOSED MOTION:

Move to authorize Borrow Material Permit No. 13-4 with Golden Alaska Excavating, LLC., for the Trident Basin Quarry.

BORROW MATERIAL PERMIT NO. 13-04

The City of Kodiak (City) hereby acknowledges that Golden Alaska Excavating, LLC, of 1643 Sawmill Circle, Kodiak, Alaska, 99615 (PERMITTEE) shall have the right to remove the borrow material described below from the property described herein, all pursuant to the terms and conditions of this permit and in accordance with all applicable provisions of the Kodiak City Code (KCC).

This permit may not be assigned without the advance written consent of the City, which consent may be withheld at the City's discretion. If PERMITTEE is a corporation or partnership, the sale or conveyance of any partnership interest or a controlling stock interest shall be deemed an assignment of this permit.

The PERMITTEE agrees to comply with all applicable laws, and with any rules and regulations issued there under.

This Borrow Material Permit shall remain in effect for a period of 5 years from the effective date of the Agreement.

Location and Description of Lands from which Borrow Materials are to be Removed

Materials are to be taken solely from the area of Near Island known as the Trident Basin Development Quarry within the limits shown on the attached plans.

Type and Quantity of Borrow Material Desired

The PERMITTEE has requested this Permit to mine approximately 10,000 cubic yards of borrow material per year for a period of five years. This permit is issued for the area shown on the attached drawing and for a period of five years. We compute this area contains approximately 190,000 cubic yards of material.

It shall be the responsibility of the PERMITTEE to strip and dispose of the vegetation and overburden. The City will not pay the PERMITTEE for the removal of the vegetation and overburden or charge the PERMITTEE a royalty for this material.

The PERMITTEE will be charged a royalty for all borrow materials consisting of rock products, riprap, and classified materials. The PERMITTEE will not be charged a royalty for muck or topsoil.

Use of Borrow Materials

The PERMITTEE may use the borrow materials for any legal purpose.

Use of the Quarry Site

The PERMITTEE may use the Quarry Site shown on the attached plans for any legal purpose associated with quarrying operations. Rock crushing and screening, asphalt concrete production, and portland cement concrete production are examples of allowed uses.

Non-Exclusiveness of this Borrow Material Permit

The City's interest in this agreement is to produce developable uplands on Near Island for expansion of Airport related facilities and businesses. The City's interest in royalty income is secondary to producing the uplands. The PERMITTEE acknowledges that this Permit is in the nature of a non-exclusive license to remove borrow material and that the City reserves the right to issue further permits for extraction of borrow material from the area shown on the attached plans to other parties. The PERMITTEE agrees to abide by such rules, regulations and restrictions as the City may choose to promulgate in order to facilitate access to and use of the area described herein by two or more permittees. Additional permittees will be bound to a separate Borrow Material Permit containing such terms and conditions as the City deems appropriate.

Termination of this Borrow Material Permit

The City may terminate this agreement for cause. The PERMITTEE shall be given reasonable notice and opportunity to correct any deficiency. The occurrence of any one or more of the following events will justify termination for cause:

1. The PERMITTEE's failure to excavate to the lines and grades shown on the plans;
2. The PERMITTEE's disregard of Laws or Regulations of any public body having jurisdiction;
3. The PERMITTEE's violation in any substantial way of any provisions of this Permit; and
4. The PERMITTEE's failure to pay royalties to the City when due.

The City may terminate this Permit for convenience. Upon 30 days written notice to the PERMITTEE, the City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Borrow Material Permit. In such case, the City shall be paid for all borrow material removed in accordance with this Permit prior to the effective date of termination. The PERMITTEE shall be paid for reasonable expenses directly attributable to termination. The PERMITTEE shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

The PERMITTEE may terminate this Permit. Upon 30 days written notice to the City, the PERMITTEE may, without cause and without prejudice to any other right or remedy of the PERMITTEE, elect to terminate this Borrow Material Permit. In such case, the City shall be paid (without duplication of any items):

1. for all rock removed in accordance with the Permit prior to the effective date of termination;
2. the minimum royalty due for the calendar year of the termination, prorated for the effective date of termination; and
3. for reasonable expenses directly attributable to termination.

The City shall not be paid on account of loss of anticipated royalty revenue or other economic loss arising out of or resulting from such termination.

Supplementary Conditions

All Work shall comply fully with the City of Kodiak, "Standard Construction Specifications & Construction Details," 2012 Edition. Some, but not all, pertinent Articles are discussed below:

Indemnification

The PERMITTEE shall indemnify the City of Kodiak in accordance with the Standard General Conditions of the Construction Contract, Article 6, Paragraph 6.20.

Bonds and Insurance

The PERMITTEE shall provide insurance coverage not less than the amounts presented in Division 100, Article 5, Paragraph 5.04. The City of Kodiak shall be named as additional insured on all policies. Furthermore, the City shall be provided with certificates of insurance as required by the Standard General Conditions.

The PERMITTEE shall furnish the City with a "surface mining reclamation bond" in the amount of \$10,000.

The PERMITTEE shall maintain the following insurance throughout the term of PERMITTEE's performance under this AGREEMENT:

1. Worker's compensation and employer's liability insurance as required by the State of Alaska.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of the others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the PERMITTEE or of any of its employees, agents, or subcontractors with \$1,000,000 per occurrence and in the aggregate.
4. Professional liability insurance of \$1,000,000 per occurrence and in the aggregate. If written on a "Claims Made" basis, PERMITTEE shall keep policy in force for three years after project completion

Each policy of insurance required by this section shall provide for no less than sixty (60) days written notice to the City prior to cancellation.

Excavation

Excavation shall be performed in accordance with Division 200, Section 203 of the Standard Construction Specifications. Special attention is drawn to Article 203.3, Blasting Requirements for Excavation in Rock. The PERMITTEE shall name the Blaster in Charge, submit a Comprehensive Blasting Plan, and fully comply with the other requirements of this Article, except a Blasting Consultant need not be retained.

Measurement

Borrow Material shall be measured by the ton. The PERMITTEE shall weigh, and pay royalty on, all borrow materials consisting of rock products, riprap, and classified materials. Weighing systems complying with Division 100, Article 6.03 of the Standard Construction Specifications shall be used.

Brechan Enterprises, Inc. is providing a weighing system conforming to the requirements of Division 100, Article 6.03. The PERMITTEE may make use of this weighing system for all rock from the Trident Basin Development Quarry. Brechan Enterprises, Inc. may charge for the use of the weighing system an amount not to exceed \$5.00 per weighing. Brechan may regulate the use and fees for the weighing system for materials other than quarry rock from Near Island.

Traffic Maintenance

The PERMITTEE shall submit a Traffic Control Plan in accordance with Division 800, Section 802.

Temporary Erosion and Pollution Control

The PERMITTEE shall submit a Temporary Erosion and Pollution Control Plan in accordance with Division 800, Section 804.

Dust Control

The PERMITTEE shall control dust from the Quarry and from unpaved haul roads by watering as necessary or requested by the City.

Royalty

The PERMITTEE shall pay the City a royalty fee in the amount of \$0.50 per ton of borrow material removed based on weight measurements. The PERMITTEE shall file quarterly statements showing the amount of rock removed from the property. Reference (KCC) 18.24.040 regarding the filing of statements. Royalty fees are due upon the filing of the quarterly statements as specified in KCC 18.24.050.

The minimum royalty payment is \$5,000 per calendar year.

If, through no fault of the City, less than 10,000 tons of rock is removed by the PERMITTEE in a calendar year, \$0.50 per ton less than 10,000 shall be due the City on January 31 of the following

year. If the Borrow Material Permit is in effect for a portion of a calendar year, the 10,000 ton minimum will be prorated for the portion of the calendar year the Borrow Material Permit is in effect.

1. Example 1: The PERMITTEE removes 1,000 ton of borrow material during a calendar year. The City is due \$4,500: $(10,000 - 1,000) \times \0.50
2. Example 2: The Borrow Material Permit becomes effective on August 1 and the PERMITTEE removes 500 ton of borrow material by December 31. The City is due \$1,883.33: $\{[(5/12) \times 10,000] - 500\} \times \0.50

The PERMITTEE may apply to the City for an exemption from the minimum royalty for a calendar year immediately following any calendar year in which more than 20,000 ton of rock is removed. The exemption must be applied for no later than January 31 of the year for which the exemption is requested. The City will consider the PERMITTEE's performance and the progress and grant or deny the exemption. The City is under no obligation to grant the exemption.

The PERMITTEE hereby agrees to be bound by all terms and conditions of this permit upon its execution and issuance by the City of Kodiak.

PERMITTEE

Name of PERMITTEE

Signature Date

Name and Title

Attest Corporate Seal

Name and Title

OWNER

City of Kodiak

Name of Owner

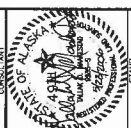
Signature Date (Effective Date of Permit)

Aimée Kniazowski, City Manager

Attest

Debra L. Marlar, City Clerk

NO.	DATE	BY	REVISIONS



SURVEY CONTROL
TRIDENT BASIN SEAPLANE BASE
PHASE I
AIRPORT IMPROVEMENTS PROJECT
 KODIAK, ALASKA

CHECKED BY	DM
DESIGNED BY	DM
DATE	05/23/08
LOCATION	KODIAK
FILE NO.	231-588
SHEET	26

SURVEY CONTROL

HORIZONTAL CONTROL: The Trident Basin Seaplane Base, which is a fixed surface (FS) coordinate system in US Survey Feet, that is contained to Alaska State Plane Coordinates, Zone 5, NAD83(1992). This coordinate system is developed for use at the Trident Basin Seaplane Base at Kodiak, Alaska.

The Basis of Coordinates is a random traverse station set by DOWL Engineers named "TBD-3", monumented by a 2" Brass Cap set in the southeast corner of a 7' square concrete pad for a parking area. The monument is located at the intersection of the centerline of the road and the northwestern edge of the gravel parking lot at the end of the road, having the following coordinates:

NAD83(1992) Geographic Coordinates:
 Latitude = 57°46'41.88376" North, Longitude = 152°23'55.84641" West, Feet
 NAD83(1992) ASPC Zone 5 Coordinates: N=1,363,721.43835, E=1,952,628.05487 US Feet
 Near Island Local Coordinates: N=30,000.00000, E=60,000.00000 US Feet

The BASIS OF BEARINGS is Geoidal North of "TBD-3" as determined by the Global Positioning System (GPS). A reference bearing between "TBD-3" and a survey control monument set by the US Army Corps of Engineers named "TDB 119 Y", having the following coordinates:

NAD83(1992) ASPC Zone 5 Coordinates: N=1,363,063.88930, E=1,952,714.80066 US Feet
 Near Island Local Coordinates: N=29,337.76522, E=58,771.01761 US Feet
 bearing S10°04'26" W 700.69 US Feet.

CONVERSION FROM STATE PLANE, ZONE 5, NAD83(1992) US FEET TO LOCAL US FEET:

- SCALE STATE PLANE COORDINATES USING 10000000000/10000866387 (Base point 0-0)
- TRANSLATE RESULTING COORDINATES USING 119 Y
- ROTATE COORDINATES CLOCKWISE 1 degree 21 minutes 16.85 seconds at TBD-3

CONVERSION FROM LOCAL US FEET TO STATE PLANE, ZONE 5, NAD83(1992) US FEET:

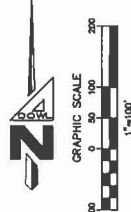
- ROTATE COORDINATES COUNTER-CLOCKWISE 1 degree 21 minutes 16.85 seconds at TBD-3
- +1,353,709.4498284 N +1,892,911.4490643 E
- SCALE RESULTING COORDINATES USING 1.00000866387 (Base point 0-0)

VERTICAL CONTROL:
 The vertical control is a Bench Mark, "HARBOR MASTER", a brass cap set in a concrete flagpole base in front of the Harbor Master building, having a value of 20.40 Feet. The Project Bench Mark on site is a US Army Corps of Engineers benchmark corner "TDB 119 Y" having a value of 24.32 feet. The datum is Mean Lower Low Water (MLLW) as determined by tide gauge observations on August 15 & 16, 2000 correlated to 2000 "Tide". Tide Prediction software by Microanalysts, Inc.

TIDE GAUGE:
 Tide data retrieved from the NOAA ODS website at address http://tidesandcurrents.noaa.gov/tide/calc.asp?tidal_code=100301000&date=20000815 for the period of August 15 & 16, 2000. The tide gauge is located at the Harbor Master building. MEAN HIGH WATER (MHW): 1.77 FEET, MEAN LOWER LOW WATER (MLLW): 6.70 FEET, MEAN LOW WATER (MLW): 1.12 FEET, MEAN LOWER LOW WATER (ALLIG): 0.00 FEET, EXTREME HIGH WATER (EHW): 13.40 FEET on Dec. 10, 1983, EXTREME LOW WATER (ELLW): 18.83 FEET on Dec. 22, 1982. The tide epoch listed is 1983-2001.

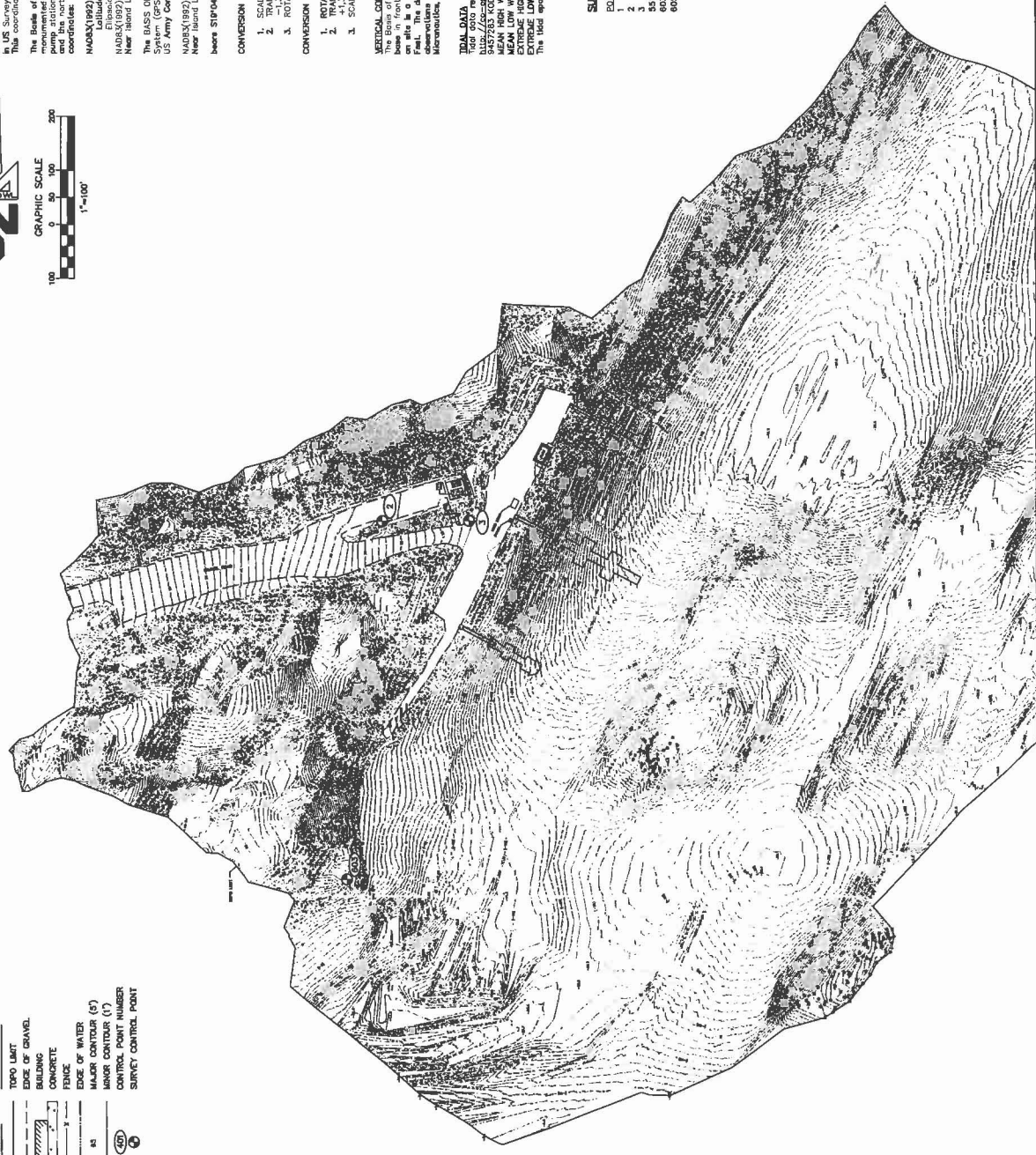
SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	28782.4987	59055.3851	75.860	ALUM. CAP: TBD-1
2	29050.0000	60000.0000	18.183	BRASS CAP IN CONC. PAD: TBD-3
3	16012.2442	40789.8522		SS ROD: KODIAK MON 7278
603	29337.7652	59771.0176	24.320	BRASS CAP: TDB 119 Y
605	33513.6806	58236.5837	20.460	BRASS CAP BM: HARBOR MASTER






LEGEND

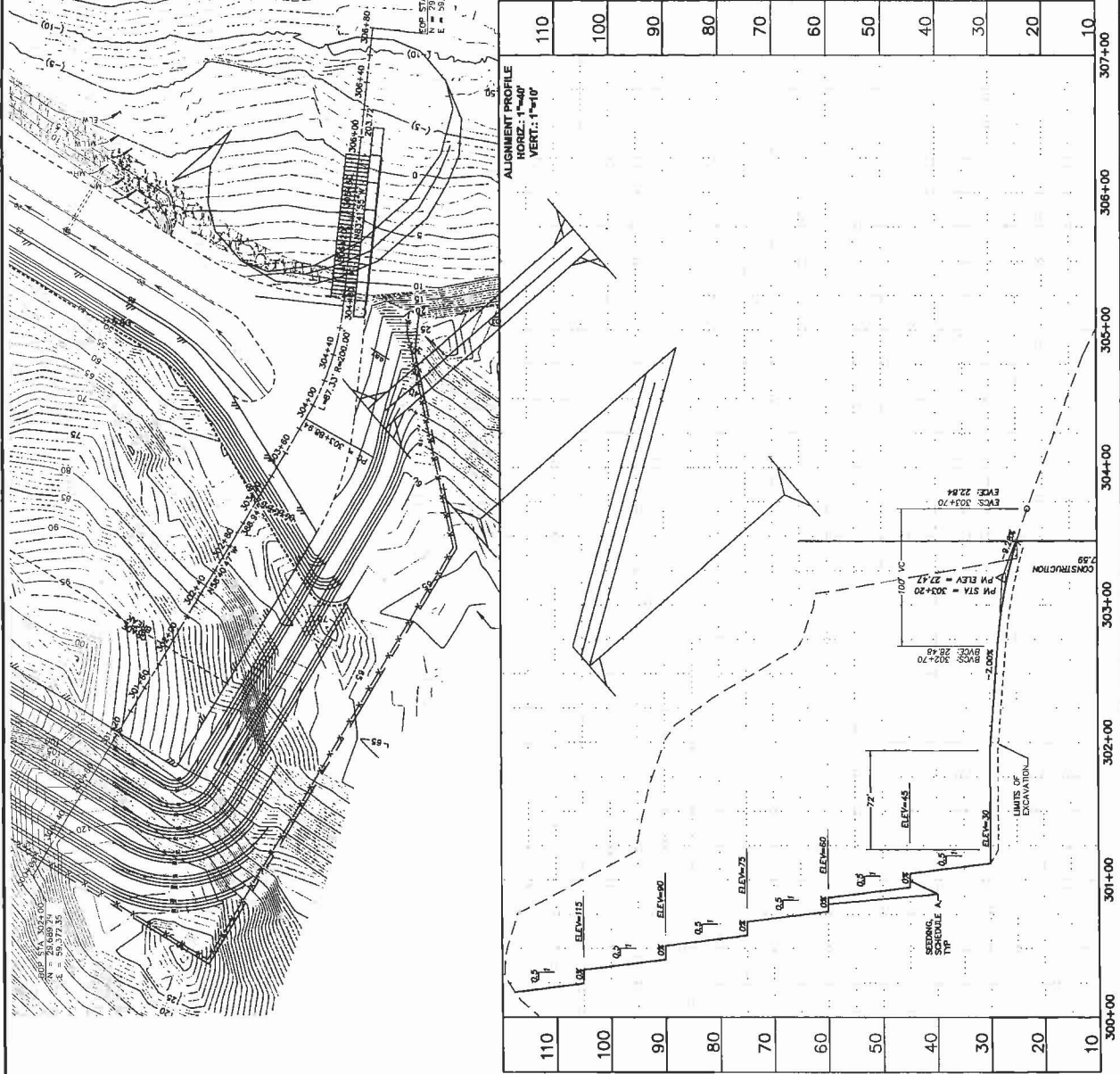
EXISTING	DESCRIPTION
	TOPO LIMIT
	EDGE OF GRAVEL
	BUILDING
	CONCRETE
	FACE OF WATER
	MARKER CONTROL (M)
	SURVEY CONTROL POINT



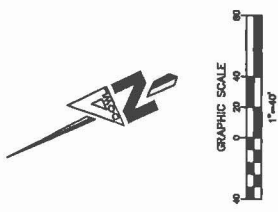
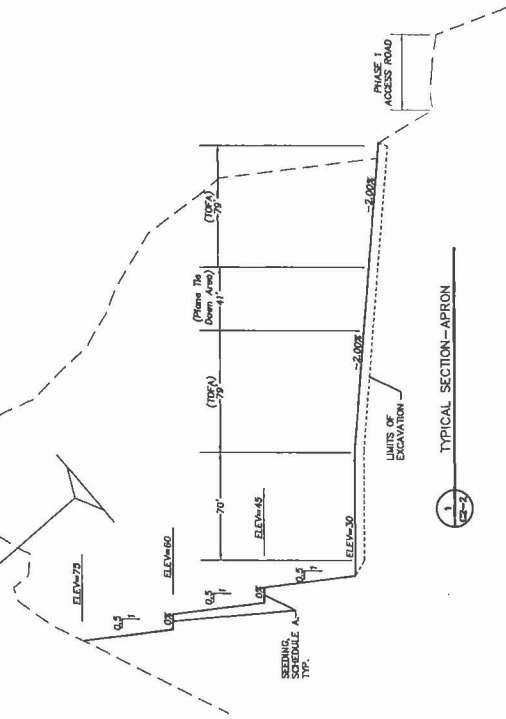
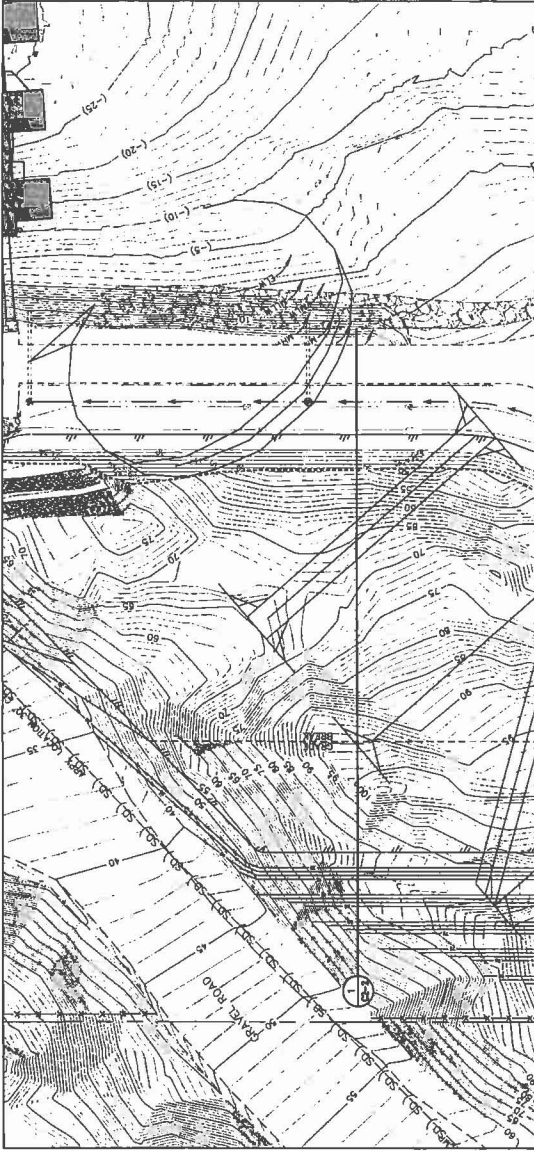
TRIDENT BASIN SEAPLANE BASE
RAMP/APRON PLAN & PROFILE
PHASE II
AIRPORT IMPROVEMENTS PROJECT

CHECKED BY: SKH
DESIGNED BY: MJS
DATE: 05/16/05
LOCATION: KODIAK
BY: SJP, TJS, RBW, SM
FILE NO.:
SHEET: C2-10F 3



110	100	90	80	70	60	50	40	30	20	10
300+00	301+00	302+00	303+00	304+00	305+00	306+00	307+00			



TRIDENT BASIN SEAPLANE BASE
APRON GRADING PLAN
 PHASE II
 AIRPORT IMPROVEMENTS PROJECT

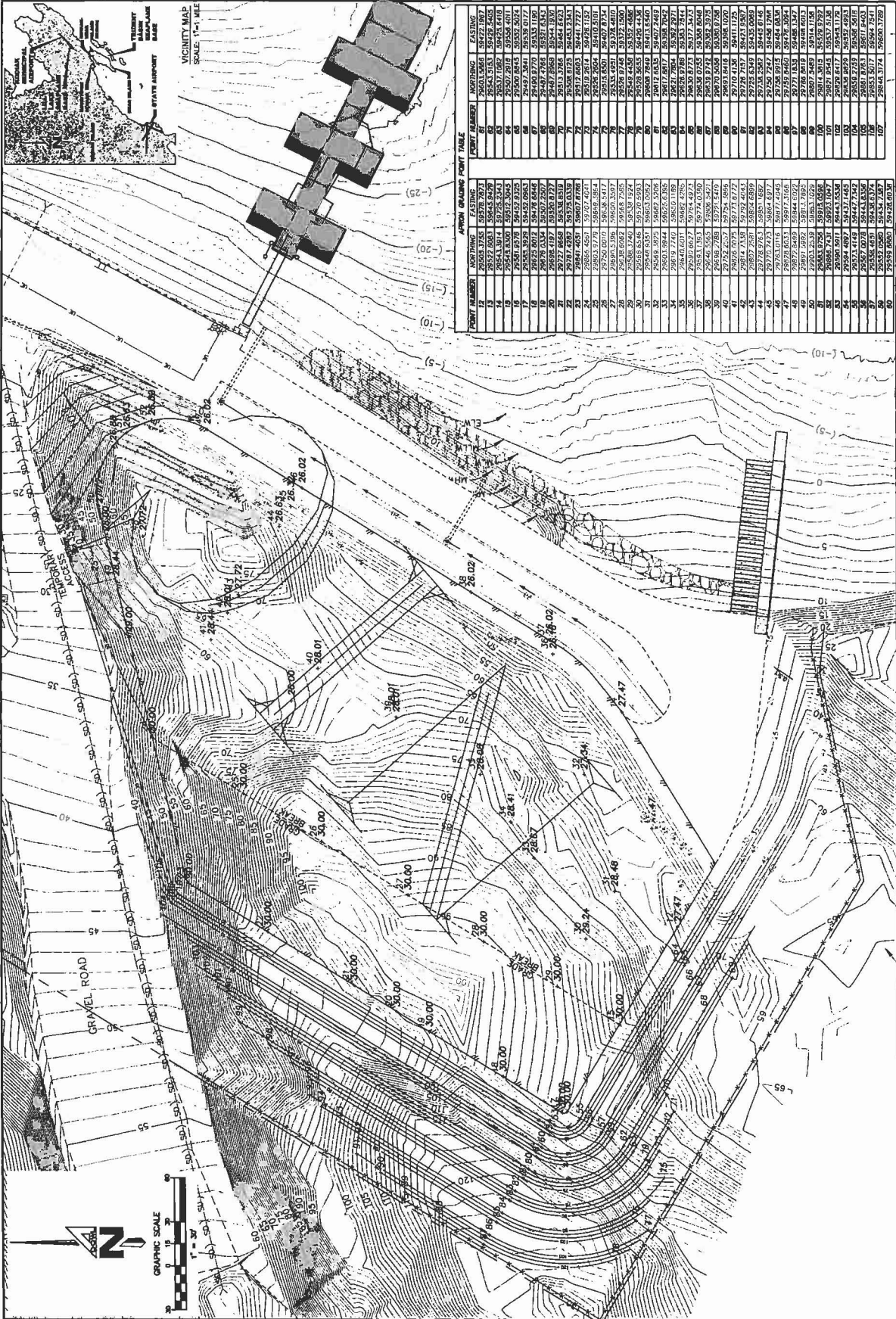
DRAWN BY: SBT
 CHECKED BY: SBT
 DATE: 05/11/2011
 LOCATION: KOSKOGUE
 SHEET: 532 3 OF 3
 FILE NO.: 532 3 OF 3

CITY OF ALASKA
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ADOWL
 AIRPORT DESIGN
 4000 B STREET
 ANCHORAGE, ALASKA 99503
 PHONE: 907-562-8800
 FAX: 907-562-8801

CITY OF ANCHORAGE
 DEPARTMENT OF AIRPORTS
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DATE: 05/11/2011
 SCALE: 1"=1' MILE
 VICINITY MAP



POINT NUMBER	NORTHING	EASTING	ELEVATION
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2	29500.00	29500.00	26.00
3	29500.00	29500.00	26.00
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96	29500.00	29500.00	26.00
97	29500.00	29500.00	26.00
98	29500.00	29500.00	26.00
99	29500.00	29500.00	26.00
100	29500.00	29500.00	26.00

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members

From: Aimée Kniazowski, City Manager 

Thru: Mark Kozak, Public Works Director  and Glenn Melvin, City Engineer 

Date: February 28, 2013

Agenda Item: V. h. **Authorization of Bid Award for Aleutian Homes Water and Sewer, Phase V, Project No. 7026/10-03**

SUMMARY: Aleutian Homes Water and Sewer Replacement Phase V, Segment A is a continuation of the upgrade of utilities, pavement and sidewalks in the Aleutian Home Area. The total Phase V project was reduced in size due to limited funding and is now identified as “Phase 5, Segment A”. The project includes a portion of Thorsheim Street north of the Oak Street intersection to just north of the Fir Avenue intersection. Bids for Phase V, Segment A were received on February 14, and Brechan Enterprises Inc. was the low bidder. Council approval of “Phase V, Segment A” construction will allow the City to move forward with the project and allow the contractor to prepare for construction and order materials that generally take a couple of months to get to Kodiak. Staff recommends Council authorize the bid award for the construction of this project to Brechan Enterprises Inc. as the low bidder in the amount of \$1,539,580.

PREVIOUS COUNCIL ACTION: The Council approved the FY2013 budget, which included \$2,227,000 for the Phase V project.

BACKGROUND: Aleutian Homes Phases I-IV were constructed from 2007 to 2010. Phase V, Segment A continues the improvements along Thorsheim Street. Phase V, Segments B and C are scheduled for 2014 and 2015.

DISCUSSION: The water, sewer, and storm drain utilities in the Aleutian homes area are at the end of their life. Performance has diminished and failures of the water mains have caused significant property damage. The City initiated a phased approach to replacing the underground utilities and at the same time, upgrading the pavement and sidewalks. Phases I, II, III, and IV are complete.

Phase V segment A of the Aleutian Homes Water and Sewer Replacement project is the portion of Thorsheim Street from approximately 250’ north of the Oak Street intersection, which was the end of the Phase IV project, to about 50’ north of the Fir Avenue intersection. Phase V is roughly 670 feet long, including a short portion of Fir Avenue. This project includes removal and replacement of AC pavement, concrete curb and gutter, asphalt concrete sidewalk, 8” sewer main including manholes, 12” and 20” water main lines, valves and connections, and disconnect and re-connect of approximately 18 residential water and sewer services. The project will also include drainage improvements, including

removal and replacement of underground drainage, catch basins, remove and reset fencing, as well as coordinating underground electric improvements with Kodiak Electric Association (KEA) to be performed during this construction project. Retaining walls will be removed and replaced as needed to accommodate wider sidewalks and utility connections outside the right-of-way.

On completion, the project will reduce utility and road maintenance costs, reduce the risk to public health by correcting noncompliant sewer/water separation distances, and better the water service through the increase in the size of the water main.

Bids for the construction were opened by the City Engineer on February 14, 2013. Two bids were received and the results are listed below. The complete bid tabulation is presented in Attachment A.

Brechan Enterprises Inc.	\$1,539,580
North Star Paving & Construction Inc.....	\$1,560,645
Engineer’s Estimate	\$1,819,820

ALTERNATIVES:

1. Award the project to Brechan Enterprises Inc. for the bid price of \$1,539,580. This is staff’s recommendation because it allows the project to be awarded now, giving the contractor adequate time to order materials and mobilize equipment to be ready to start work as soon as the weather is favorable.
2. Do not award the project. This alternative is not recommended, because the pavement in the Phase V area has failed and there is an urgent need for replacement of old existing water, sewer, and storm drain in this segment of the Aleutian Homes. Additional delay will necessitate spending limited pavement repair funds to get the street through another year of service, and it is also likely that construction costs will continue to escalate and the project will cost more to construct in the future.

FINANCIAL IMPLICATIONS: The total cost to complete this segment of the project is estimated to be \$2,208,067, including the construction costs, construction management, etc. The FY2013 budget includes \$2,227,000 for this capital project, which is adequate to make the bid award and proceed with completion of this phase.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the bid award for the Aleutian Homes Water and Sewer Phase V Segment A to the lowest bidder, Brechan Enterprises Inc., in the amount of \$1,539,580 with funds coming from the Water Capital Improvement Fund, Aleutian Homes Water and Sewer Replacement Project, Project No. 7026/10-03.

CITY MANAGER’S COMMENTS: I support staff’s recommendation. It is important that we continue to make phased improvements to the water, sewer, and storm drain systems because of the costs to maintain this aging system.

ATTACHMENTS:

Attachment A: Bid Tabulation, Aleutian Homes Water and Sewer Project No. 7026/10-03

PROPOSED MOTION:

Move to authorize the bid award for construction of the Aleutian Homes Water and Sewer Phase V Segment A to the lowest bidder, Brechan Enterprises Inc., in the amount of \$1,539,580 with funds coming from the Water Capital Improvement Fund, Aleutian Homes Water and Sewer Replacement Project, Project No. 7026/10-03.



Bid Tab Aleutian Homes Water and Sewer PN 10-03/7026 PN 10-03

Bid Date: Thursday, February 14, 2013

Bid Item	Description	Quantity	Units	Engineers Estimate	Brechan Enterprises, Inc.	North Star Paving & Construction Inc.
1	Clearing and Grubbing	1	Lump Sum	\$5,000.00	\$4,300.00	\$50,000.00
						\$50,000.00
2	Unclassified Excavation	1	Lump Sum	\$40,000.00	\$31,000.00	\$40,000.00
						\$40,000.00
3	Classified Material (Type A)	1	Lump Sum	\$80,000.00	\$80,000.00	\$75,000.00
						\$75,000.00
4	Leveling Course	670	ton	\$75.00	\$35.00	\$36.00
				\$50,250.00	\$23,450.00	\$24,120.00
5	Trench Excavation and Backfill - Storm Drain (Various Depths)	620	linear foot	\$115.00	\$170.00	\$70.00
				\$71,300.00	\$105,400.00	\$43,400.00
6	Trench Excavation and Backfill - Water & Sewer (Various Depths)	1200	linear foot	\$115.00	\$150.00	\$70.00
				\$138,000.00	\$180,000.00	\$84,000.00
7	Remove Structures and Obstructions	1	Lump Sum	\$15,000.00	\$3,600.00	\$2,500.00
				\$15,000.00	\$3,600.00	\$2,500.00
8	Remove Pavement	2E+04	square foot	\$1.25	\$0.45	\$1.35
				\$28,625.00	\$10,305.00	\$30,915.00
9	Remove Sidewalk or Concrete Pad	6200	square foot	\$3.00	\$0.80	\$3.00
				\$18,600.00	\$4,960.00	\$18,600.00
10	Remove Manhole	6	each	\$750.00	\$800.00	\$400.00
				\$4,500.00	\$4,800.00	\$2,400.00
11	Remove Catch Basin	3	each	\$610.00	\$900.00	\$450.00
				\$1,830.00	\$2,700.00	\$1,350.00
12	Remove Curb and Gutter	1200	linear foot	\$3.75	\$4.00	\$2.00
				\$4,500.00	\$4,800.00	\$2,400.00
13	Relocate Mailbox Cluster	2	each	\$1,250.00	\$1,000.00	\$1,200.00
				\$2,500.00	\$2,000.00	\$2,400.00
14	Remove Storm Drain Pipe	800	linear foot	\$15.00	\$13.00	\$5.00
				\$12,000.00	\$10,400.00	\$4,000.00
15	Remove Existing Sign	2	each	\$65.00	\$100.00	\$175.00
				\$130.00	\$200.00	\$350.00
16	Remove Retaining Wall	100	linear foot	\$30.00	\$5.00	\$8.00
				\$3,000.00	\$500.00	\$800.00
17	Curb and Gutter (Various Types)	1240	linear foot	\$85.00	\$50.00	\$25.00
				\$105,400.00	\$62,000.00	\$31,000.00
18	PCC Curb Ramp	20	square yard	\$430.00	\$350.00	\$200.00
				\$8,600.00	\$7,000.00	\$4,000.00
19	Detectable Warnings	20	square foot	\$150.00	\$60.00	\$50.00
				\$3,000.00	\$1,200.00	\$1,000.00

Bid Item	Description	Quantity	Units	Engineers Estimate	Brechan Enterprises, Inc.	North Star Paving & Construction Inc.
20	Asphalt Concrete Pavement, Type IIB	440	ton	\$340.00	\$149,600.00	\$350.00 \$154,000.00
21	Asphalt Concrete Sidewalk, Type IIIB	1300	linear foot	\$40.00	\$52,000.00	\$76.00 \$98,800.00
22	Furnish and Install 8" Sewer Main	580	linear foot	\$200.00	\$116,000.00	\$105.00 \$60,900.00
23	Construct Sanitary Sewer Manhole (Type A)	2	each	\$5,700.00	\$11,400.00	\$6,000.00 \$12,000.00
24	Waterproofing Manhole	2	each	\$1,500.00	\$3,000.00	\$1,000.00 \$2,000.00
25	Sanitary Sewer Service Connect (4")	18	each	\$6,800.00	\$122,400.00	\$4,800.00 \$86,400.00
26	Furnish and Install 12" Water Main	80	linear foot	\$180.00	\$14,400.00	\$150.00 \$12,000.00
27	Furnish and Install 20" Water Main	550	linear foot	\$210.00	\$115,500.00	\$200.00 \$110,000.00
28	Furnish and Install 12" Gate Valve, Valve Box, and Marker	3	each	\$2,700.00	\$8,100.00	\$4,300.00 \$12,900.00
29	Furnish and Install 20" Butterfly Valve, Valve Box, and Marker	2	each	\$5,500.00	\$11,000.00	\$7,500.00 \$15,000.00
30	Furnish and Install Fire Hydrant Assembly (Single Pumper)	2	each	\$10,000.00	\$20,000.00	\$9,500.00 \$19,000.00
31	Furnish and Install Water Service Line, 1"	18	each	\$4,300.00	\$77,400.00	\$3,500.00 \$63,000.00
32	Remove Fire Hydrant Assembly	2	each	\$610.00	\$1,220.00	\$500.00 \$2,000.00
33	Connect to Existing Water Main (Sta. 99+80.48, DIP 20"; 105+40.16, DIP 12"; 200+41.79, DIP 12")	3	each	\$1,300.00	\$3,900.00	\$4,000.00 \$12,000.00
34	Furnish and Install 12-inch CPEP, Type S	270	linear foot	\$65.00	\$17,550.00	\$62.00 \$16,740.00

Bid Item	Description	Quantity	Units	Engineers Estimate	Brechan Enterprises, Inc.	North Star Paving & Construction Inc.
35	Furnish and Install 18-inch CPEP, Type S	280	linear foot	\$85.00	\$23,800.00	\$55.00 \$15,400.00 \$88.00 \$24,640.00
36	Furnish and Install 24-inch CPEP, Type S	80	linear foot	\$200.00	\$16,000.00	\$75.00 \$6,000.00 \$180.00 \$14,400.00
37	Construct Storm Drain Manhole (Type 1)	5	each	\$3,400.00	\$17,000.00	\$4,600.00 \$23,000.00 \$6,200.00 \$31,000.00
38	Construct Storm Drain Manhole (Type 2)	1	each	\$5,000.00	\$5,000.00	\$12,000.00 \$10,000.00 \$10,000.00
39	Construct Storm Drain Catch Basin	2	each	\$2,700.00	\$5,400.00	\$4,500.00 \$9,000.00 \$4,500.00 \$9,000.00
40	Construct Yard Drain	3	each	\$1,000.00	\$3,000.00	\$6,900.00 \$20,700.00 \$5,000.00 \$15,000.00
41	Connect to Existing Storm Drain	3	each	\$1,000.00	\$3,000.00	\$800.00 \$2,400.00 \$2,500.00 \$7,500.00
42	Footing Drain Service	3	each	\$600.00	\$1,800.00	\$2,300.00 \$6,900.00 \$1,500.00 \$4,500.00
43	Mobilization and Demobilization	1	Lump Sum	\$250,000.00	\$250,000.00	\$143,000.00 \$143,000.00 \$210,000.00 \$210,000.00
44	Traffic Maintenance	1	Lump Sum	\$25,000.00	\$25,000.00	\$20,000.00 \$20,000.00 \$10,000.00 \$10,000.00
45	Traffic Control	1	Contingent Sum	\$15,000.00	\$15,000.00	\$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00
46	Temporary Erosion and Pollution Control	1	Contingent Sum	\$10,000.00	\$10,000.00	\$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00
47	Construction Survey Measurement	1	Lump Sum	\$30,000.00	\$30,000.00	\$24,000.00 \$24,000.00 \$30,000.00 \$30,000.00
48	Standard Sign	21	square foot	\$150.00	\$3,150.00	\$125.00 \$2,625.00 \$150.00 \$3,150.00
49	Salvage Sign	1	each	\$195.00	\$195.00	\$500.00 \$200.00 \$200.00 \$200.00
50	Insulation Board	1120	square foot	\$3.50	\$3,920.00	\$8.50 \$9,520.00 \$4.00 \$4,480.00
51	Seeding	10	1,000 square foot	\$925.00	\$9,250.00	\$400.00 \$4,000.00 \$600.00 \$6,000.00
52	Topsoil	10	1,000 square foot	\$2,500.00	\$25,000.00	\$2,000.00 \$20,000.00 \$2,700.00 \$27,000.00
53	Reset Fence	180	linear foot	\$75.00	\$13,500.00	\$60.00 \$10,800.00 \$60.00 \$10,800.00
54	Matting	2	1,000 square foot	\$850.00	\$1,700.00	\$2,000.00 \$4,000.00 \$2,000.00 \$4,000.00

Bid Item	Description	Quantity	Units	Engineers Estimate	Brechan Enterprises, Inc.	North Star Paving & Construction Inc.
55	Reconstruct Driveway - Gravel	100	square yard	\$200.00	\$30.00	\$3,000.00
				\$20,000.00	\$30.00	\$3,000.00
56	Modular Block Retaining Wall	200	square foot	\$100.00	\$75.00	\$15,000.00
				\$20,000.00	\$60.00	\$12,000.00
57	Test Pit	2	each	\$1,200.00	\$900.00	\$1,800.00
				\$2,400.00	\$900.00	\$2,000.00
				\$1,819,820.00	\$1,539,580.00	\$1,560,645.00

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager *AK*
Thru: Mark Kozak, Public Works Director *AK* and Glen Melvin PE, City Engineer *GM*
Date: February 28, 2013

Agenda Item: V. i. Authorization of Amendment to Monashka Pumphouse Feasibility Study, Project No. 7029/11-05

SUMMARY: Monashka Reservoir and Pumphouse are the primary sources of water for the City of Kodiak's public water system. The plans for the pumphouse indicate that construction began sometime in 1972. In October 2011 Council approved the Monashka Pump House Upgrade Feasibility Study. The purpose was to evaluate the building and its operational components and determine if the existing building could be upgraded to last another 40-plus years and what it would take to upgrade electrical and pumping systems. The initial work was completed in March 2011. This work recommended further investigation into the building structure itself before a final recommendation could be made. This work was completed in early December 2012. The final investigation found serious deficiencies within the building structure that make it highly unlikely to be refurbished. Staff recommends that Council authorize an amendment to the Monashka Pumphouse Feasibility Study with CH2MHill in the amount of \$140,000 to determine potential sites to build a new pumphouse and move this project to roughly 20% design.

PREVIOUS COUNCIL ACTION: This project was first budgeted in the FY2011 Water Capital Improvement budget.

1. October 2010 Council approved the first step of an Upgrade Feasibility Study for the Monashka pumphouse.
2. In FY2013 Council approved additional budget funds to this project.
3. In December Council accepted an ADEC AMMG Design and Construction grant for this project in the amount of \$420,000.

BACKGROUND: The Monashka reservoir and pumphouse are the primary water sources for the City of Kodiak. Annually, almost all of the community's water comes from Monashka, or roughly 1.7 Billion gallons of water a year. The Pillar Creek system is rarely used and serves primarily as a backup system to Monashka. However, Pillar Creek is critical to the City in order to continue to operate under filtration avoidance criteria.

Since the Monashka pumphouse was built in the early 1970s, maintenance and upgrades have been done on an as needed basis and, to my knowledge, the entire system had not been re-evaluated as a whole to

determine potential efficiency improvements or condition of this critical facility. In order to support the community, and particularly the processing industries, water at this facility has to be at full pumping capacity at all times.

The first part of the study was completed by March 2011 and it generally shows the facility is at the end of its service life with some serious electrical issues. The structure itself needed future investigation into internal connection and material testing before a final recommendation could be made. This additional structural investigation work was completed in December 2012. It found structural deficiencies that could potentially impair the facility from performing as designed in a seismic event. These deficiencies have moved us from proceeding with a pre-design/final design proposal back into the feasibility study in order to evaluate potential locations for a new pumphouse building.

DISCUSSION: The work to date has determined that the pumphouse building structure is seismically unsuitable for a simple upgrade of the building and replacement of the internal operating systems. This work indicates that the City must take down the existing building and rebuild while keeping the pumping capability of Monashka operational in order to meet the community's water needs, or a new pumphouse can be built in another location. Staff requested this amendment to the feasibility study from CH2MHill to help determine the most likely location for building a new pumphouse in either of two locations. A key component of site selection is based on rock removal and building size requirements. Keeping the facility at the same general elevation creates potential constructability challenges but retaining full reservoir capacity is also very important to the long range project outcome. Because of extreme difficulties of trying to keep the existing facility operational (extremely risky and costly) and rebuild it, the City will not pursue that option.

ALTERNATIVES: This project has been on the planning list for the water system for at least eight years now.

1. Staff recommends Council authorize this amendment to complete the next step in the feasibility study to allow for a decision to determine optimal operational and financial benefits.
2. It is possible to not complete this next phase and move directly into site selection and design/bidding. This makes it difficult to know if the best option of either a single large building or two smaller buildings is the most economical for our situation. With additional information, the City can reduce the risk of construction project cost overruns.
3. Do not authorize this amendment to complete the study, which is not recommended. This would not allow the city to care for this critical piece of infrastructure. The entire community counts on the water system, with it being the most critical component of our City's economy.

FINANCIAL IMPLICATIONS:

This project was budgeted in the FY2011 budget with the funds coming from the Water Capital Improvement Fund. There are adequate funds remaining in this capital project budget (\$909,000) to award this amendment.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize an amendment to the Monashka Pumphouse Feasibility Study, Project No. 7029/11-05 to CH2MHill in a lump sum contract amount of \$140,000, with funds coming from Water Capital Improvement Fund, Project No. 7029/1105.

CITY MANAGER'S COMMENTS: I support staff's recommendation. It's imperative that we move forward aggressively to rebuild and make upgrades to this key City infrastructure system. The results of this additional work will provide critical information and further the City's case in requesting legislative grant funds to speed up completion of this project.

ATTACHMENTS:

Attachment A: CH2MHill 2013 Proposal

Attachment B: CH2MHill 2010 Proposal and Draft Feasibility Study

PROPOSED MOTION:

Move to authorize an amendment to the Monashka Pumphouse Feasibility Study, Project No. 7029/11-05 to CH2MHill in a lump sum contract amount of \$140,000, with funds coming from Water Capital Improvement Fund, Project No. 7029/1105.



CH2M HILL
 949 East 36th Ave
 Suite 500
 Anchorage, AK 99508
 Tel 907.762.1500
 Fax 907.257.2017

February 7, 2013

Mark Kozak / Public Works Director
 City of Kodiak
 2410 Mill Bay Road
 Kodiak, AK 99615

Subject: New Monashka Pump House Feasibility Study and Preliminary Design –
 Engineering Services Letter Proposal

Dear Mr. Kozak:

CH2M HILL appreciates this opportunity to submit our proposal for the City of Kodiak's Monashka Pump House Feasibility Study and Preliminary Design. The Monashka Pump House is a critically important component of the City's water supply infrastructure. The pump house was constructed in the early 1970s. The high capacity pump manufacturer is no longer in business. Recent failures at the pump house point to the need to upgrade or replace this pumping facility. Our recent structural investigation has led us to conclude there are too many structural deficiencies for us to recommend the structure remain in long-term service. It should be replaced. There is risk the building would collapse during a significant seismic event.



*Monashka Pump House –
 Early 1970's Construction*



*Photo of the Original High Capacity Pumps
 that Remain in Service*

Purpose and Need for Project

The primary purpose of this feasibility study and preliminary design is to select a site for a new pump house and determine a good pumping system configuration to minimize the footprint of the new structure. Preliminary drawings will be developed to the schematic design level of detail for construction cost estimating purposes.

Additionally the study will address construction sequencing from the current pumping operation to the future completed pumping facilities.



View of existing pump house from the Monashka Dam and Possible New Pump House Locations

Proposed Scope of Services

The following scope of services is based on a recent site visit and discussion with City staff on the desired work for a new pump house structure and new pumps:

- 1) Assess possible new pump station sites and determine if new facilities should be in one larger or two smaller structures (depending on site development costs).
- 2) Develop civil site, drainage, and yard piping plan.
- 3) Develop architectural floor plan, elevation, and sections.
- 4) Develop structural design plan and sections and foundation details.

- 5) Develop pump and piping drawings and selection of best pump and motor configuration for the electrically driven pumps and one standby engine driven pump.
- 6) Assess system hydraulics, control valves and piping, determine hydraulic efficiency, and develop piping and valve recommendations.
- 7) Develop electrical preliminary drawings.
- 8) Develop HVAC and fuel storage and delivery design concepts.
- 9) Assess SCADA and Instrumentation & Control (I&C) additions as opposed to current manually operated system.
- 10) Produce pump house upgrade feasibility report.
- 11) Develop preliminary design drawings.
- 12) Develop a preliminary construction cost estimate.
- 13) Develop report presentation for meeting in Kodiak

Excluded Services

CH2M HILL does not propose to provide any service related to determining the extent of the existing pump house bat infestation, the ingress and egress pathways for the bats, or to eliminate the bats and any bat caused contamination.

Deliverables

- 1) Draft feasibility and preliminary design report for City review
- 2) Final report
- 3) One presentation to Public Works and Engineering staff or to the City Council.

Design Team

We have assembled an Anchorage based team of CH2M HILL professionals to perform the requested services. Our proposed team members include:

Project Manager	Floyd Damron, P.E.
Structural Engineer	Mark Parent, P.E.
Architect	Mark Sharp, AIA
Process and Pumping Engineer	Darren Edwards, P.E.
Process/Pump Senior Reviewer	Ken Clegg, P.E.
Electrical/I&C Engineer	Breck Alderson, P.E.
HVAC Engineer	Patrick Rausch, P.E.
Construction Cost Estimator	Craig Moore
Geotechnical Engineer	Bud Alto, P.E.
Senior Review/QC	Bud Alto, P.E.

Schedule

Draft feasibility report and preliminary design submittal – 90 days after NTP
Final report - 30 days after receipt of all City draft report review comments.
Report Presentation – Date to be determined during project execution.

Engineering Fee

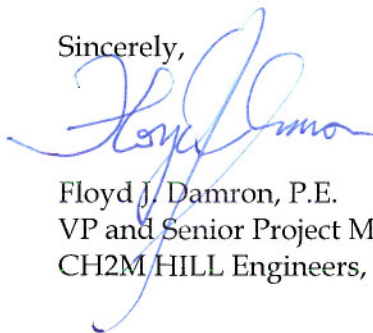
The table below provides the lump fee amount for the six tasks proposed to complete the stated scope of work.

Task	Task Description	LS Amount
Task 1	Geotechnical Engineer Site Visit	\$5,000
Task 2	Feasibility Report	\$30,000
Task 3	Preliminary Design and Drawings	\$70,000
Task 4	Construction Cost Estimate	\$9,000
Task 5	Respond to City Comments and Produce Final Report	\$8,000
Task 6	Project Management, Contracts, and Accounting and Report Presentation to City of Kodiak	\$18,000
	Total Lump Sum Total	\$140,000

Please let me know if you have any questions or would like to discuss this letter proposal.

We are ready to begin work and look forward to this opportunity to once again serve the City of Kodiak.

Sincerely,



Floyd J. Damron, P.E.
VP and Senior Project Manager
CH2M HILL Engineers, Inc.

C: Glenn Melvin/City Engineer



CH2MHILL

CH2M HILL
949 East 36th Ave
Suite 500
Anchorage, AK 99508
Tel 907.762.1500
Fax 907.257.2017

October 8, 2010

Mark Kozak / Public Works Director
City of Kodiak
2410 Mill Bay Road
Kodiak, AK 99615

Subject: Engineering Services Proposal for Monashka Pump House Feasibility Study and Preliminary Design – Project Number 11-05/7029

Dear Mr. Kozak:

CH2M HILL appreciates this opportunity to submit our proposal for the City of Kodiak's Monashka Pump House Feasibility Study and Preliminary Design. The Monashka Pump House is a critically important component of the City's water supply infrastructure. The pump house was constructed in the early 1970s. The high capacity pump manufacturer is no longer in business. Recent failures at the pump house point to the need to upgrade this pumping facility.



Monashka Pump House



High Capacity Pumps and Piping

We understand the City desires to extend the life of the existing facility, improve its reliability, increase its operating efficiency, address code compliance deficiencies, and determine the feasibility of adding remote supervisory control and data acquisition (SCADA) capabilities.

Proposed Scope of Services

The following scope of services is based on a recent site visit and discussion with City staff on the desired work to upgrade and improve the Monashka Pump House:

- 1) Assess building structure, including the existing hoist and rail equipment lifting system, for seismic/life safety code issues and develop preliminary upgrade recommendations.
- 2) Assess facility envelope for deficiencies and provide life/safety code study with upgrade recommendations.
- 3) Assess electrical system for code upgrade requirements and develop recommendations.
- 4) Coordinate with Kodiak Electric Association for existing and future power requirements.
- 5) Assess electrical motor drives for efficiency and to determine if one or more should be on Variable Frequency Drives. Develop estimated power use savings with recommended equipment.
- 6) Assess building grounding system and lightning protection with recommendations for upgrades.
- 7) Assess if a large standby generator set should be added to replace the diesel direct drive (for use during power outages) or if existing system should be upgraded.
- 8) Assess SCADA and Instrumentation & Control (I&C) additions as opposed to current manually operated system.
- 9) Assess pump and piping efficiency and develop recommended replacement or upgrades.
- 10) Assess system hydraulics, control valves and piping, determine hydraulic efficiency, and develop piping and valve recommendations.
- 11) Assess the building's HVAC and fuel storage and delivery systems for code compliance and provide upgrade recommendations.
- 12) Produce pump house upgrade feasibility report.
- 13) Develop preliminary design drawings.
- 14) Develop a preliminary construction cost estimate.

Excluded Services

CH2M HILL does not propose to provide any service related to determining the extent of the pump house bat infestation, the ingress and egress pathways for the bats, or to eliminate the bats and any bat caused contamination.

No site civil engineering, geotechnical, permitting, or grant application services are proposed.

Deliverables

- 1) Draft feasibility and preliminary design report for City review
- 2) Final report

Design Team

We have assembled an Anchorage based team of CH2M HILL professionals to perform the requested services. Our proposed team members include:

Project Manager	Floyd Damron, P.E.
Structural Engineer	Paul Wallis, P.E.
Architect	Monique Lussier, AIA
Process and Pumping Engineer	Ken Clegg, P.E. (from our Corvallis, OR office)
Electrical/I&C Engineer	Breck Alderson, P.E.
Mechanical Engineer	Jeff Sever, P.E.
Construction Cost Estimator	Craig Moore
Senior Review/QC	Bud Alto, P.E.

Schedule

Project kick-off - We propose to mobilize our team to Kodiak on November 2, 2010 for the project kick-off meeting with City staff. Following the kick-off meeting and safety briefing, our team will proceed to the Monashka Pump House to begin our field investigations. We will also be reviewing existing project records at the City's Public Works office while in Kodiak. Most of our team members will be on site for two days. We will send a list of background material requests and questions to the City prior to our November 2 trip to Kodiak.

Draft feasibility report and preliminary design submittal - February 4, 2011

Final report - 30 days after receipt of all City draft report review comments.

	Engineering Lump Sum Fee Amount	
Task 1	Kick-off Meeting and Design Team Site Visit	\$30,000
Task 2	Feasibility Report	\$57,000
Task 3	Preliminary Design and Drawings	\$54,000
Task 4	Construction Cost Estimate	\$ 9,000
Task 5	Respond to City Comments and Produce Final Report	\$8,000
Task 6	Project Management, Contracts, and Accounting	\$17,000
	Total Lump Sum Amount	\$175,000

Mark Kozak
February 21, 2013
Page 4

Attached are two CH2M Hill-executed copies of the Standard Agreement for our Professional Services. If the City chooses to retain CH2M HILL for this project, please counter-sign and return one Agreement.

Please let me know if you have any questions or would like to discuss this letter proposal.

We are ready to begin work and look forward to this opportunity to once again serve the City of Kodiak.

Sincerely,

CH2M HILL

Floyd J. Damron, P.E.
VP and Senior Project Manager

Draft Report

Monashka Pump House Upgrade Feasibility Study



Prepared for
City of Kodiak



March 2011



CH2MHILL

949 E. 36th Avenue
Suite 500
Anchorage, AK 99508
(907) 762-1500

Executive Summary

The objective of the Monashka Creek Pump House Upgrade Project is to extend the operational life of the Pump House facility for 20 to 30 years.

Condition Assessment

The City of Kodiak's (City) existing Monashka Creek Pump House (Pump House) structure is of early-1970s design, fabrication, and erection, principally utilizing precast concrete panel construction.

The Pump House is a two-level reinforced concrete, flat-roof. The lower level is partially concealed in sloping earth grade. It houses the high-capacity raw water supply pumps that supply the City's water storage and treatment facilities.

Architectural

Architectural upgrades needed to extend the useful life of the building are minimal compared to the recommended mechanical and process controls system upgrades. Work described in this report is focused on reorganizing the upstairs spaces for support of electrical upgrades, new Restroom, and storage, plus removal of the second-floor material handling hoist, replacement of all exterior doors, and interior and exterior repainting. By all appearances, the building remains functional and mostly resistant to the elements; however, it has proven to be less resistant to bat infestation in the unused upper-level storage space.

Structural

The structural condition assessment of the existing pump facility was principally concerned with present capacity to safely resist expected external loads including wind, snow, seismic, and lateral soil pressures. The existing condition of the Pump House structure is generally good. Some cracking, crazing, and spalling of concrete components was noted, but none of it is expected to immediately impair structural capacity.

Process Mechanical

Most of the main water piping in the Pump House is cast iron or ductile iron, with some fittings apparently fabricated from steel. City staff have stated that piping condition has remained in good condition, with very limited corrosion. The main pumps and motors are in serviceable condition, because of the City's attention to maintaining overall station reliability.

Building Mechanical

Heating systems are a combination of electric unit heaters, electric baseboard, and one oil-fired furnace. No mechanical cooling (refrigeration/air conditioning) exists within the facility. Domestic plumbing is limited to a single, unused Restroom on the second floor. All domestic plumbing systems and plumbing fixtures are old and in poor condition.

SECTION 2

Condition Assessment

This section summarizes the field survey and provides a written condition assessment for the Pump House.

2.1 Architectural

The Pump House is a two-level, reinforced-concrete, flat-roof structure built in 1972. The lower level houses the high-capacity raw water supply pumps and is partially concealed in sloping earth grade. By all appearances, it remains functional and mostly resistant to the elements; however, it has proven to be less resistant to bat infestation in the unused, upper-level storage space.

Electrical upgrades would require reorganization of the upper-level spaces, including demolition of non-load-bearing concrete masonry unit (CMU) walls at the west end of the building.

2.1.2 Existing Conditions

The Pump House is a pre-cast, steel-reinforced, concrete-panel structure at roof, walls, and floor, with conventional cast-in-place concrete foundation. The concrete floor is painted.

The envelope is clad on the inside face with 1/2-inch plywood, insulated with 2-inch rigid board, and finished with fiberglass reinforced plastic (FRP) panels. The low-slope roof assembly is rigid-insulation polyvinyl chloride (PVC) membrane roofing system, new in fall 2010. Interior walls are 8-inch and 4-inch CMU and appear to be non-load-bearing.

The building's exterior envelope is in good condition with respect to weather tightness. A PVC roof and roof insulation replacement was nearly complete in early November 2010, and there is no visible evidence of previous roof leaks at the underside of the roof or upper walls. Structural soundness is addressed in Section 2.3.

Soils appear to be stable and of well-drained, gravelly makeup, judging from the low-to-moderate evidence of water damage at door sills and exterior walls at grade, and the stability of the retaining wall at the vehicle drive to the upper-level storage spaces.

Bats inhabit the upper-level storage spaces. Bat guano is hazardous to humans and must be remediated. It appears that bats have gained access through the crane rail opening above the double doors or perhaps at wall vents. The City plans to hire a company to remediate the infested areas.

Heavy-gauge-steel exterior doors appear to have served a useful life and are in need of replacement. Refurbishment of masonry at door openings, new doors, doorsills, and weatherseals would deter bats from reinfesting the structure.

According to building users, the existing crane rail at the upper-level Fluoride Container Storage Room is no longer useful and can be removed. Once the space has been remediated, it can be used as general storage. The crane rail projecting through the lower-level double doors at the Machine Hall can terminate inside the building envelope without negatively affecting the ability to maneuver large elements of the pumps out of the building. Both crane modifications would allow the openings above the double doors to be enclosed to eliminate possible entry points for bats and, therefore, would be less likely to result in future bat infestation.

Electrical equipment replacement and redesign would require a reorganization of the upper-level Electrical Room, Restroom, Storage, Chlorinators, and, perhaps, Transformer Vault. Demolition of the non-load-bearing, 4-inch CMU walls would allow the greatest flexibility for rearrangement of electrical equipment. A Restroom is considered desirable and can be relocated in the upgraded facility.

Pump equipment replacement and greater processes efficiency may result in less heat buildup in the Machine Hall. Further analysis is required to determine whether the minimal R-10 insulation layer is sufficient to maintain desirable interior conditions.

2.1.2 Conclusions

From an architectural perspective, the Pump House is a good candidate for refurbishment and 20 to 30 years additional years of service. Recommended architectural improvements delineated in Section 3 address door upgrades, securing building openings against weather penetration, and bat infestation. Additional modifications would support the building utility upgrades.

2.1.3 Photos



Overall facility view from northwest



Overall facility view from northeast, showing fluoride and container storage rooms



Upper level doors at south wall



Double door at Fluoride Storage Room



Crane rail at Container Storage Room



Chemical toilet



Water damage at wall and door



Utility outbuilding for diesel storage



Detail at Machine Hall door head



Floor/wall at Machine Hall



Machine Hall door and engine exhaust and furnace exhaust (right)



Fuel storage outbuilding

2.2 Structural

The structural condition assessment of the existing pump facility was principally concerned with present capacity to safely resist expected external loads. These loads include wind, snow, seismic, and lateral soil pressures. The assessment included three phases: structural observation, historical investigation, and preliminary structural evaluation.

The structural observation phase consisted of collecting physical information, visual observation, non-destructive measurements, and photo-documentation to support further investigation of the existing facility. During the historical investigation phase, the study team reviewed the existing facility documentation, which included but was not limited to construction drawings and shop drawings, as well as period-specific building codes and standards. Finally, the preliminary structural evaluation consisted of a limited structural analysis of the building structure.

2.2.1 Existing Conditions

The existing Pump House is of early-1970s design, fabrication, and erection, principally utilizing precast concrete panel construction. Available structural documentation includes both professionally sealed historical design drawings (Appendix C) and manufacturer's concrete panel shop fabrication and erection drawings (Appendix D).

The facility is a two-story building with storage, office, and utility space at the upper level and pumps and piping at the lower level. At the north side of the building, grade slopes up from a pair of lower-level exterior double doors at the northwest corner to slightly above the elevation of the lower finished floor level, on the northeast corner. From the northwest building corner to the south, along the west wall, grade slopes up almost to the elevation of the upper finished floor. At the south and east walls of the building, finished grade is essentially at the upper-level finished floor elevation.

A retaining wall extends from the northeast building corner toward the east, supporting the south edge of a driveway terminating at the east end of the upper level.

The original facility design drawings were completed by TNH (Appendix C). The shop drawings were generated by PreCon (Appendix D). Both sets of drawings are dated 1972. Project specifications are referenced by notation in the TNH drawing set but were not included in the project materials provided to us by the City of Kodiak (City).

The construction documents developed by the design engineer (TNH) and the fabrication drawings developed by the precast panel supplier (PreCon) differ substantially in their details of construction. Although the panels were fabricated in general conformance with construction document requirements (conventional, mild-steel-reinforced concrete), the details of connection of floor panels to wall panels are markedly different. The force-transfer mechanism used in the panel fabrication provides a complete load path, just as the original design did, but the strength and stiffness characteristics of the connections differ. Presumably, TNH approved the PreCon shop drawings for construction, although both the design drawings and the shop drawings omit some information regarding details of erection.

Review of the TNH drawings, specifically Sheet 7 of 11, seemed to indicate that the design engineer anticipated the "stacking" of cast-in-place concrete components. Sections 6/7, A/7, and B/7 demonstrate that the floor and roof are stacked on the lower and upper walls, respectively; the floor extends flush to the outside face of concrete wall; and the roof extends 12 inches beyond (Detail C/7). Details A/7 and B/7 each indicate the presence of construction joints ("CJ") at both the top and bottom wall/floor interfaces.

Large-diameter, bent-concrete reinforcing bar dowels were prescribed to be cast into the tops of the walls, projecting into the slab beyond the interior concrete wall face. Large-diameter bent (transitional) top bars were specified to be cast into the top of the floor slab and doweled into the bottoms of the walls cast above. Similar doweling is noted at the roof-to-wall detailing (Section A/8).

Other indications that support the conclusion that this facility was originally intended to be constructed entirely of site-cast concrete are miscellaneous references to "formed-in-place" knockouts (Sheet 7 of 11).

The PreCon drawings indicate that the wall panels were prefabricated as full-height units, with no accommodation for floor panels to bear directly over the thickness of the wall panel. Instead, seat plates with reinforcing angles were anchored to the face of the wall, cast with Nelson-type stud assemblies. Similar plate assemblies were cast into the top and bottom faces of the floor panels, along the edges coincident to the wall panels, typically, at each end. The floor panel anchor plates were intended to be field-welded to the wall anchor plates.

Wall and ceiling treatments conceal the floor/wall connection details and prevent field-verification.

The TNH structural design drawings and the PreCon panel fabrication drawings do not provide construction materials specifications. Neither set of documents includes the applied external loads on which this structural design is based. There are no statements identifying the prevailing building codes or any other applicable standards under which the design, fabrication, and erection of this project was executed.

The Pump House includes a light-duty bridge crane at underside of the upper floor, which serves the pump area beneath, referred to as "Machine Hall" in the original design drawings. The bridge extends generally from the south building wall to the north building wall, and its travel extends generally the entire length of the ground level area, from east to west. The runway beams are mounted to the underside of the concrete panel floors above; both bridge and trolley hoist are the under-running type.

The bridge crane assembly manufacturer is identified on the TNH drawings as Dresser. The runway beam shape is an S10x25.4, supporting a bridge shape of S12x31.8. Mounted on the bridge beam is a 2-ton-capacity, aluminum, Army-type hoist. Field verification indicates that installation generally followed the drawings.

Operations and maintenance (O&M) manuals and other similar literature typically provided by the manufacturer at the time of bridge crane commissioning and testing were not available.

The chain-operated crane end-truck bears a label plate identifying the assembly as having been manufactured by Dresser Crane, Hoist and Tower Division, of Muskegon, Michigan, with a partial serial number of 504109(space)1. The crane capacity on the label plate was not in visually readable condition; even paper rub of the surface yielded no information.

It is more likely that components of this bridge crane assembly were manufactured by Shaw-Box of Muskegon for Dresser. By the time of this project's construction, Shaw-Box (founded in 1888 in Muskegon as Shaw Electric Crane Company) had been acquired by Dresser Industries (1964). Shaw-Box was subsequently purchased by Lift-Tech International (1986) and still operates as a subsidiary of that company. Although it may be possible to obtain historical documentation for certain components of this bridge crane model, it is unlikely that original fabrication drawings for this assembly are still in existence anywhere outside the City.

The chain-operated trolley hoist was marked "Yale Load King Hand Hoist, 2-Ton." Yale Industrial Products still produces similar hoists and other material handling equipment.

Although the attachment of the runway beams is indicated to be by cast-in, J-bolt-type anchorage, there are no indications on the PreCon shop drawings that these anchors were cast into the floor panels at the plant.

Confirmation of exact type and method of installation of the runway beam anchorage could not be made by visual examination alone. Locations of some of the beam anchors do not conform to the layout provided in the TNH drawings.

The existing condition of the pump facility structure is generally good. Some cracking, crazing, and spalling of concrete components was noted, but none of it is expected to immediately impair the structural capacity of the building.

Some second floor panels and some roof panels show varying degrees of misalignment that could be caused by building movement or construction quality issues. Although it is possible that the building structure has moved over time from settlement caused by compression of the underlying soils or shifting caused by the pressure of laterally retained soils, such movements would be fairly uniform across the entire building structure. It is more likely that the misalignment noted is caused by difficulties encountered during the

initial erection of the facility. Considering the nature of this construction (rigid concrete panels rigidly attached to one another), significant relative movements of adjacent structural components would be accompanied by noticeable distress of structural subsystems, such as panel-to-panel connections. No signs of connection failure between concrete components were observed.

Two important factors affecting the evaluation of the Pump House's present condition, as well as considerations surrounding its future use, are the types and qualities of materials used and the external design loads to which the building structure would be subjected.

Construction Materials

The concrete used to construct the existing pump facility probably falls into one of two classes: cast-in-place concrete and pre-cast (either site-cast or plant-cast) concrete. It appears that the major concrete foundation elements were cast-in-place.

It is likely that the minimum specified concrete compressive strengths for cast-in-place elements would have been in the range of 3,000 pounds per square inch (psi).

All upper-level concrete floor, concrete roof, and concrete wall panels were pre-cast. An important consideration is whether the panels were site-cast and tilted-up, or plant-cast and transported to the site for erection. Based on the information available, it is believed that the fabricator (PreCon) produced only plant-cast panel products at the time of this construction.

Given that the panels are assumed to be plant-cast, it seems a reasonable assumption that the specified minimum concrete compressive strengths would have been in the range of 4,000 psi, as would have been customary for plant-cast structural components at the time of this construction.

Review of available project structural documentation revealed no indications that the structural concrete was reinforced with anything more than conventional, mild (unstressed) steel bars. Considering the period in which design and construction occurred and the sizes of reinforcing bars indicated on the existing construction and fabrication drawings, it is likely that all bars were of a standard, deformed-type billet steel, conforming to the American Society for Testing and Materials (ASTM) standard designated A615, "Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement."

The 1968 edition of ASTM A615 would have been in general use by engineers at the time of this facility's design and construction. Although that edition of the standard provided for three primary grades of reinforcing steel (grades 40, 60, and 75), it is likely that either grade 40 (40 kilo-force-pounds per square inch [ksi]) or grade 60 (60-ksi) billet steel bars were used.

In the analysis of the existing Pump House, an initial assumption was made that 40-ksi, billet-type steel reinforcing bars conforming to ASTM A615 (1968 edition), were used in the construction of cast-in-place (foundation) concrete elements, as well as in the fabrication of plant-cast structural concrete components. Subsequent structural analysis, however, seemed to indicate that this was not the case. These analyses indicated that it is more likely that the reinforcing bars (in the panels, at least) are grade 60 (60-ksi) billet-type steel reinforcing bar

Bridge crane materials probably were designed and fabricated in accordance with the 1969 edition of the American Institute of Steel Construction (AISC) specification, including supplements No. 1 (November 1970) and No. 2 (December 1971). These would correlate to the 7th edition (first printing) of the AISC *Manual of Steel Construction*.

Although steel with yield strength of 50 ksi had become commercially available for some groups of rolled structural shapes as early as 1963 (for example, ASTM A572 and ASTM A588), by the time of the design and fabrication of this bridge crane assembly, such material would still have likely commanded a noticeable cost premium. It is likely that the yield strength of the materials used to fabricate the runway beam, end-trucks, bridge, and other structural steel components of this pump facility did not exceed 36 ksi, probably conforming generally to the 1962 edition of the ASTM specification designated A36.

2.2.2 Design Loads

It is possible that the design of the pump facility originally proceeded in accordance with the requirements of the 1970 *Uniform Building Code* (UBC). This edition would have been the most up-to-date code in publication at the time of the design, but there is no certainty that it would have been adopted by the State of Alaska by the time of the project. In light of the uncertainty surrounding the building code in force at the time of the design, the establishment of original design load requirements for snow and wind loading was based on the 1964 through 1970 UBCs.

It is desirable to establish a reasonable performance benchmark against which to judge the capacity of the existing facility.

Snow Loads

In the derivation of snow loads, the model codes of the time would most likely have deferred to the local building official having jurisdiction over the project. Even now, present model codes do not offer a detailed map of snow ground snow loads for the State of Alaska, but provide only tabular information, based on a few specific, well-chosen locations. At present ground, the design snow load for Kodiak and the immediate surrounding area is 30 psf, minimum. Although it is not known what snow load values were used for the original design, the present requirement probably would have compared favorably with those loads used for design in 1972.

Roof design snow loads are based on mapped ground snow loads. Based on the assumptions stated above, a ground snow load of 30 pounds per square foot (psf) was used for the present analysis.

Wind Loads

Wind loads derived from the model codes of the time of construction are comparable to pressures derived based on current code requirements, if not even slightly higher. Current code wind design speeds are based on data that are much improved, in both quantity and quality, and a much more detailed understanding of the behavior of wind and its influence on buildings and other structures. Therefore, building surface pressures caused by wind were determined on the basis of current design standards for the current analysis.

Seismic Loads

To derive seismic loads, the study team compared accelerations from prior building code requirements to those from the current governing building code, investigating building code accelerations in the UBC editions for 1964 through 1985.) Earthquake forces are caused by varying accelerations acting on a mass. For design purposes, these accelerations are typically expressed in multiples of "g," which is the acceleration caused by gravity. The design accelerations based on the code editions available during the time of construction increased from roughly 0.133g in 1964 to nearly 0.192g in 1985, for the same structure type.

A statistical assessment of design accelerations in each code edition resulted in an acceleration of 0.163g for the timeframe of the structure design. Using currently mapped, short-term and 1-second spectral response accelerations from the prevailing building code, and limiting design assumptions to conform to those included in the code study, the current design acceleration for this facility was determined to be on the order of 0.31g.

Soils Loads

Static lateral soil loads are imposed on some of the exterior walls of the Pump House building. These soil columns also impose some level of dynamic loading on the structure because of earthquake forces; these would be determined differently from the static loads. Although static lateral soil loads may be reasonably estimated without knowledge of site-specific geotechnology, dynamic lateral soil loads cannot be determined without further investigation.

2.2.3 Conclusions

The study team estimated the design loads used to execute the original design of this building structure. These estimates were made based on (1) codes existing at the time of the design, (2) region-specific reference data that would have been available to the original designer (for example, weather data and local seismicity reports), and (3) our experience and professional judgment. These estimates are summarized as follows.

- Roof snow loads derived according to current methods are of a magnitude probably statistically similar to values used by the original designer. Therefore, the facility has adequate structural capacity to resist modern design snow loads, consistent with current building code requirements.
- Gross lateral wind loads derived according to current methods are not significantly greater than those derived based on previous analytical methods. Therefore, the facilities components and cladding, as well as the main wind-force resisting system, has adequate structural capacity to resist modern design wind loads, consistent with current building requirements.
- Gross lateral earthquake loading (base shear) derived according to current design methods are potentially twice those values that may have been used in the structural design of the building. Although this could have structural implications for the building's components and cladding, the building's seismic force-resisting system elements (for example, shearwalls and diaphragms) likely have adequate capacity to resist these loads. This statement must be qualified, however, as follows.

- The study team was unable to identify the connection details for the existing concrete floor and wall panels. The ability of these connections to transfer forces between those elements is critical to the performance of this building structure under dynamic loading. This finding represents an area of important concern that cannot be resolved without additional investigation and analysis that are beyond the scope of this study.

Retained soil loads were not calculated at this time because of an absence of reliable data that would allow assessment of the potential dynamic effects of the soil column on the building structure.

Our calculations indicated that, depending on the quality of the building materials and depending on their in-situ condition, the elevated floor could support static live loads up to 125 psf. However, a detailed estimate of static floor live load capacity for the facility was not made because of lack of certainty about materials of construction and details of erection.

The study team did not find a rated ultimate load capacity or safe operating load capacity documentation for the bridge crane assembly. However, markings on the existing chain hoist show a (presumably, safe operating) capacity of 2 tons. The existing bridge crane assembly appears to be in good general condition. No significant signs of wear from overuse or overload were noted. No significant corrosion was noted.

Cursory analysis indicated that both bridge beam and runway beams have adequate capacity to safely resist the expected loadings, given the existing chain hoist limitations. Replacement of the existing chain hoist with a model of higher safe working capacity, addition of a supplemental hoist on the same bridge beam, or any other desired modification that would increase the expected working load of the bridge crane assembly beyond the current 2-ton limit would necessitate further evaluation of the bridge crane assembly.

Any comprehensive analytical effort to validate the existing building structure must be based on the qualities of the existing construction materials rather than strictly on supposition. Further non-destructive, and perhaps even some acceptable level of destructive, testing must be undertaken to validate the underlying design assumptions. This should include, at a minimum: (1) identification of the constituent panel materials, compressive strength of concrete, and type and grade of reinforcing bar; (2) exposure of the connections at the floor-to-wall interface for visual inspection, and weld testing as necessary, and (3) geotechnical investigation at the areas of the building where the wall retains exterior grade to its full story height.

2.2.4 Photos



Overhead bridge crane



Bridge crane end-truck



End-truck faceplate



End-truck roller



Bridge beam and underhung hoist



Underhung hoist

2.3 Process Mechanical

This section addresses the main pumps, drivers and related piping, valves, meters, and hoist capacity.

2.3.1 Existing Conditions

Pumps

The existing pump's manufacturer (DeLaval) is no longer in business, and no source is available for major spare parts. Selection of replacement pumps and drivers would be made from common competitive manufacturers with current and expected future viability to support their products in Kodiak. Manufacturers have not been found with pumps configured similarly to the existing two-stage pumps, with both suction and discharge nozzles on the same side of the casing. The most efficient selections available are single-stage, with suction and discharge nozzles on opposite sides of the casing. Selections would not exceed the current pump speed of 1,800 revolutions per minute (rpm).



Pump No. 1 nameplate



Motor drives and pumps

Diesel Engine Pump Drive

One pump is direct driven by a six-cylinder Caterpillar D343 diesel engine. The engine and controls are in good condition and have provided reliable standby service during power outages, but the unit requires manual starting and stopping and local attendance during operation. An operator is required to visit the site daily in accordance with regulatory requirements that govern the dam and reservoir, but extended time onsite for engine attendance is costly, and the associated heat and noise keep the operator from staying in the building. Fuel storage is a steel tank of unknown capacity in a concrete structure at the west end of the Pump House. The tank shows visible rusting inside and outside, and the City will be replacing the tank in 2011.



Diesel engine pump driver



Pump No. 3 nameplate

Surge Relief and Hydraulic Check Valves

Water hammer over-pressure protection is achieved by controlled starting and stopping of pumps by soft-starter in sequence with timed opening and closing of the hydraulic-actuated discharge valve. Power failure water hammer over-pressure protection relies on pressure relief by a quick-acting hydraulic-controlled bypass valve from the common pump discharge header to the suction header. The hydraulic actuated valves were manufactured by Troy Valve in Troy, New York, almost 40 years ago and are maintainable by service and spares from the same manufacturer. Other manufacturers of these types of valves have a much larger market share than Troy Valve has and should be able to provide better support for the long-term needs of the Pump House.



Surge relief valve



Pump No. 2 hydraulic check valve

Piping

Most of the main water piping in the Pump House is cast iron or ductile iron, with some fittings apparently fabricated from steel. Staff members have stated that piping condition has remained in good condition with very limited corrosion.



Suction and discharge piping



Fabricated steel fitting

Flow Meters



Propeller flow meter

The individual pump discharge flow meters are installed close to the pump suction nozzle and have less than the ideal five diameters straight upstream piping. The City does not place much confidence on the individual pump meters. The total flow leaving the Pump House is metered by a differential pressure, pitot-type meter installed in the 24-inch discharge line. The existing main flow meter tap is a service saddle and can be used with a new flow element and secondary transmitter instrument if desired.

Bridge Crane and Trolley Hoist

The Pump Room bridge crane and 2-ton hoist are described in Section 2.3.6, Bridge Crane Assembly, and have been adequate for lifting of pumps, motors, and valves. Heavier lifts of major engine components can be made through the door with a mobile boom crane. The largest motor (450 hp) for replacement options is estimated to weigh 3,800 pounds and would be within the crane capacity. Lifting of components such as the upper pump volute and rotating

assembly is also expected to be within the existing crane and hoist capacity. Lifting could also be done with a portable gantry crane, but headroom and floor space may be too limiting.

2.3.2 Conclusions

The main pumps and motors are in good condition because of the City's attention to maintaining overall station reliability. Although pump performance curves have not been found, it is unlikely that pump impellers have been damaged significantly by cavitation because a generous suction head of 21 to 38 feet of water plus 33 feet of water atmospheric head is available. Single-stage replacement pump selections do generally not require more than 30 feet of water net positive suction head. A demonstration of pump starting and stopping showed a very effective coordination of the pump speed ramping up and the hydraulic discharge check valve opening. Pump operation is very smooth and relatively quiet, and normal shutdown is well coordinated between operation of the hydraulic discharge check valve and the slow rundown of pump speed as controlled by the solid-state soft starter. At pump stopping, an audible thump is heard that is caused by the water velocity reversing slightly as the check valve seats. In a power failure, the peak pressure in the Pump House discharge piping has reached near 220 psi as the surge relief valve opens, beginning at 190 psi as the surge pressure wave rises because of the water velocity change as the pumps coast to rest.

The diesel engine is also reliable and in generally acceptable condition but is not a currently available Caterpillar engine.

Hydraulic check valves and surge relief valves are not subject to routine damaging conditions of throttling or cavitation. The valves also continue to be supported by Ross Valve Mfg. Co. of Troy, New York, and could be reused in the Pump House upgrading, provided that the hydraulic capacity and control features are compatible with final recommendations.

Piping and fittings are believed to be in good condition, based on comments from staff on the appearance of pipe interior and the opinion of CH2M HILL's corrosion consultant. The water has not shown much corrosive effect, and low temperatures reduce corrosion. To accommodate replacement pumps, much of the piping and fittings are expected to be revised and replaced, but existing ductile iron fittings could be reused. Steel and cast iron fittings are not preferred materials because they have lower corrosion resistance and lower impact strength than ductile iron has.

Flow meters for individual pumps should be replaced if the revised piping layout for replacement pumps can provide for accurate meter performance. Remote monitoring of flow total or flow rate is desired.



Crane end truck and 2-ton trolley hoist

2.4 Building Mechanical

This section describes the condition of the building mechanical systems as determined during the onsite assessment November 2, 2010. Building mechanical systems include space heating, ventilation, and domestic plumbing systems within the building.

2.4.1 Existing Conditions

Heating systems within the facility are a combination of electric unit heaters, electric baseboard, and one oil-fired furnace. In the Pump Room (first floor), there are two electric unit heaters at the west end of the space and one at the east end. In addition, the Pump Room is served by an oil-fired furnace in the northwest corner of the space. The furnace is not equipped with any supply air ductwork to distribute heated air to various locations. Accordingly, the unit acts as a spot heater that delivers heat only at the west end of the space. The thermostat that controls the furnace is located near the midpoint of the north wall. Exhaust gases from the furnace are ducted through the north wall of the building. The flue arrangement includes a barometric damper and a sidewall type vent terminal. Combustion air is taken from within the space. Second-floor spaces are provided with electric baseboard or unit heaters. There is baseboard in the Chlorinator Room (currently containing a small engine-generator) and the Restroom. One unit heater is located in the storage area. The unit heater previously installed in the Electrical Room has been removed. No heating is provided in the Container Storage Room or Fluoride Storage Room.

Ventilation and outdoor-air cooling for the first-floor Pump Room was once provided by an exhaust fan at the west end of the space and corresponding makeup air opening near the northeast corner. The fan has been removed. The makeup air louver and damper still exist; however, the damper is damaged and is being held open by a pair of locking pliers. The Container Storage and Chlorinator Rooms on the second floor were once ventilated by a rooftop exhaust fan and corresponding makeup air openings; however, the exhaust fan has been removed. The Transformer Vault and the Electrical Room each have a sidewall exhaust fan operated by a reverse-acting thermostat, which provides outside air cooling. Makeup air openings for each space allow outside air to enter. The restroom is provided with a small sidewall exhaust fan operated by a wall switch. The Storage Room and the Fluoride Storage Room have no mechanical ventilation.

No mechanical cooling (refrigeration/air conditioning) exists within the facility.

Domestic plumbing is limited to a single restroom on the second floor. A sink is located there, with its non-potable water supply taken from the first floor main pump discharge piping. No provisions for domestic hot water are currently installed. Drainage is grey water only, from the sink and from a floor drain in the center of the restroom. The drain terminates above the sump at the west end of the Pump Room. The Restroom also contains a portable toilet that is not connected to water or sewer service.

One of the unit heaters at the west end of the Pump Room appears older and inoperative. The remaining two unit heaters are newer and functional and were found in good condition. The oil-fired furnace in the Pump Room is in good condition and appears to have been installed recently. Electric baseboard and unit heaters on the second floor are old and were found in generally poor condition. The lone exception is the unit heater in the

Container Storage Room, which appears new. Facility users have reported that frequent and/or long-duration power outages are possible. Therefore, an all-electric heating system is not desired. Currently, the only non-electric heating equipment is the oil-fired furnace in one corner of the Pump Room. All second-floor spaces currently rely on electric heat.

Ventilation for the Pump Room, Container Storage, and Fluoride Storage Rooms has been nonexistent since the exhaust fans were removed. The makeup air damper for the Pump Room is damaged. The Restroom exhaust fan is old and in poor condition. The exhaust fans and makeup air dampers that provide cooling for the Transformer Vault and the Electrical Room are old and in fair to poor condition.

All domestic plumbing systems and plumbing fixtures are old and in poor condition. The non-potable water service connection to the pump discharge main is serviceable and could be reused.

2.4.2 Conclusions

The anticipated facility renovation is expected to extend the life of the facility for 30 years. Portions of the existing heating system are already past their useful lives, and the overall system is a piecemeal collection of standalone components. Accordingly, an all-new heating system for the facility is recommended. A properly designed arrangement would take advantage of newer technology to deliver an integrated, reliable system. Electric heaters throughout the building should be removed as part of this overall replacement. The existing furnace in the Pump Room should be removed.

Much of the original ventilation equipment has been removed. The equipment that remains is old and in fair-to-poor condition. The functional requirements of the facility have changed since the original systems were designed (no more chlorine or fluoride storage and water supply feed dosing requirements, for example). New ventilation systems are recommended to meet the current functional requirements, adapt to any changes in floor plan, and extend the life of the facility.

Domestic plumbing fixtures and related piping systems should be entirely replaced. A new wastewater holding tank should be installed to receive discharge from the new toilet and sink.

All plumbing in the relocated Restroom must be labeled "non-potable water." A waterless hand cleaner dispenser with paper towels should be provided.

2.4.3 Photos



Oil-fired furnace in Machine Hall



Existing damper in Machine Hall



Exhaust fan



Unit heater in Machine Hall

2.5 Electrical

This report documents the condition of the existing electrical, instrumentation and control (I&C) systems. In addition, associated technical issues at the Pump House are described. The condition survey of this facility included evaluation the following systems: source utility power, facility power distribution and large motor starters, grounding, lighting, I&C, communications, and site security. In this section, the evaluation of each system includes discussion of associated issues that affect the Pump House system operation.

This evaluation was based on the November 2, 2010, site visit to the Pump House, review of existing Pump House electrical design drawings, and discussions with facility operations staff and Kodiak Electrical Association (KEA) utility technical staff.

2.5.1 Existing Conditions

Source Utility Power

The existing electrical service to the Pump House is supplied from a three-phase, 12,470-volt AC (vac) overhead utility power line. The line transitions from overhead to underground at a riser pole with a standard configuration used by KEA. The underground, medium-voltage circuit feeds a utility 750-kilovolt-ampere (kVa) padmount transformer. The facility is metered at the utility transformer. From the utility transformer, secondary service conductors enter the building through the outside wall of the KEA Room. Inside the KEA room, the service transitions to a bus duct system for final connection of service to the main distribution panel (MDP).



Utility 15-kVa riser pole feeding Pump House

There are a few concerns with regard to the configuration of the existing medium-voltage utility primary and secondary service equipment: hardening of primary circuit components against lightning, exposed 480/277-vac bus in the KEA room, and compliance with the *National Electrical Code* (NEC), Article 230, regarding the secondary service main disconnecting means for this facility.

Recently, overvoltage damage to electrical equipment (soft starters and motors) at the Pump House has been a problem. The source of damage to this equipment is suspected to be utility switching transients and/or rare occurrences of lightning.

The exposed 480/277-vac bus in the KEA Room is a safety concern. NEC Article 110.27 requires live, exposed electrical components to be guarded from accidental contact by at least one of four different methods. In addition, because these are service entrance conductors, NEC Article 230.62 is in violation.

The existing facility main disconnect is part of the MDP assembly located in the Electrical Room. According to NEC Article 230.70(A)(1), the service disconnecting mean is improperly located. The NEC requires a facility service disconnect to be readily accessible and located either on the facility exterior or at the nearest point where secondary service conductors enter the building. Properly placed, the facility disconnecting mean should be located either on the exterior wall of the KEA room or directly inside the door.



KEA Room bus duct with exposed energized bus

Facility Power Distribution and Large Motor Starters

Most of the existing electrical distribution equipment for the Pump House is installed in the Electrical Room. The major existing distribution equipment components consist of a 1600-ampere (amp), three-phase, 480/277-vac MDP with three large motor starter sections; a 100-amp, three-phase, 480/277-vac panelboard; a 15-kVa, dry-type transformer; and a 60-amp, three-phase, 120/240-vac panelboard.

The large motor starters provided as part of the MDP assembly were originally two winding, reduced-voltage motor starter types. Over the years, the existing cabinets have been refitted with Allen-Bradley electronic soft starters. The control interface to the control valve and pumps has been modified to properly interface with the soft starters.

A small standby generator with a capacity of 5.5 kilowatts is installed in a small room adjacent to the hallway leading to the Electrical Room. This standby generator supplies power to miscellaneous 120-vac emergency lighting and control loads throughout the facility.



Main distribution panel with large motor starters

Facility Grounding Electrode System



Grounding connections in KEA Room

The existing grounding electrode system is under-designed and outdated and has reached the end of its useful life. It is likely that the lack of a good grounding system has contributed to the failure of electronic components over the years.

Facility Lighting

The existing lighting system is old, outdated, and at the end of its useful life. Interior lighting consists of a mix of fluorescent (mostly on the lower level) and incandescent-type (mostly on the upper level) fixtures. There is one high-pressure sodium fixture on the exterior of this facility, located on the upper-level main entry door to the hall leading to the Electrical Room.

Instrumentation and Controls

The existing I&C system includes a small Allen-Bradley MicroLogic 1000 programmable logic controller (PLC), an AVD-201 auto-dialer, Hach water quality instrumentation, and a Honeywell chart recorder. The control system reports the following conditions/parameters at the wastewater plant control room:

- Pumps that are running
- Communications fault
- Site power failure
- Upper reservoir level in inches
- Rain levels
- Spillway level
- Pump station flow

The PLC communicates data over telephone pairs back to the Wastewater Plant Control Room.



Existing I&C control panel and communications system

Communication System

The existing communication system is limited to copper telephone communication cable that is old and nearing the end of expected service life. Various

options are being considered for upgrade of the communication system to meet growing communication and security needs. These include the following:

- Replacement of existing communication cable pairs with fiber-optic cable
- Installation of microwave towers for connection to the local service provider

- Use of VSAT (satellite internet connectivity) communication link for connection to the local service provider

Site Security

There is currently no security system at this facility.

2.5.2 Conclusions

- The utility riser pole feeding the Pump House should be reconfigured.
- Although it might be possible to apply some of the rules of NEC Article 110.27 to KEA Room equipment (such as locking the KEA Room and allowing access only by qualified personnel), CH2M HILL recommends replacement of existing equipment with suitable equipment constructed in a manner that eliminates exposed electrical components from all common Pump House working spaces.
- The service disconnecting means is improperly located. CH2M HILL recommends replacement of service disconnecting means.
- All the existing electrical power distribution equipment has reached the end of its useful life. All equipment should be replaced, to include service entrance circuits, facility disconnecting means, MDP, large motor starting equipment, facility power distribution panels, and all feeder and branch circuits.
- The entire grounding electrode system should be replaced and upgraded.
- The entire facility lighting system should be replaced and upgraded using modern methods.
- The entire I&C system should be replaced and upgraded using modern methods. Integration with security upgrades recommended for this site.
- The facility should be upgraded with the following special systems: access control, closed-circuit television (CCTV) camera monitoring, intrusion detection, and fire detection and alarm system.

SECTION 3

Feasibility Study and Preliminary Design

This section presents the feasibility study and CH2M HILL recommendations for the Pump House upgrade project.

3.1 Architectural Code Analysis, Upgrade Improvements, and Materials Data

Architectural upgrades needed to extend the useful life of the building are minimal compared to the recommended mechanical and process controls system upgrades. Work described herein is focused on reorganizing the upstairs spaces for support of electrical upgrades, new Restroom, and storage, plus removal of material handling hoist, exterior door replacement, and interior and exterior repainting.

Interior walls need to be demolished to accommodate the new work. New openings in exterior walls should be reinforced so as not to diminish the building's structural integrity. Decommissioned openings in exterior walls should be infilled, insulated, and finished to match adjacent condition at both interior and exterior sides.

All work is to be completed in accordance with applicable codes and executed in accordance with manufacturer recommendations and construction best practices.

3.1.1 Building Code Investigation

The following code summary represents an analysis of the existing building relative to the 2006 edition of the *International Building Code* (IBC).

Occupancy Classification

Section 312 - Group U, Utility

Construction Type: IBC Section 602.5 - Type V-B

The structure is constructed of steel-reinforced, pre-cast concrete panels at the walls, floor, and roof and is supported by conventional, steel-reinforced, cast-in-place concrete footings and foundation. Although no combustible materials are used, Type V-B construction permits all types of building materials recognized by the IBC.

Allowable Area: IBC Section 503

The aboveground floor is 1,320 square feet. The accessible belowgrade floor area is 1,320 square feet. Total existing building area is approximately 3,640 gross square feet. Table 503 of IBC Section 503 allows up to 5,500 square feet for this building type, not including allowable area increase for street frontage.

Occupant Load and Exiting: Section 1004 (Table 1004.1.1)

Table 1004.1 in Section 1004 of the IBC specifies that a 300 square feet occupant load factor be used to calculate the number of occupants for storage-classified space. Because the area of the existing Pump House structure is 3,640 square feet, the resulting occupant load is 13.

Table 1015.1 allows up to 49 occupants to be served by a single exit. Therefore, a single exit discharging directly to the building exterior is adequate for this structure. All doors, except for Restroom and Electrical Room doors, exit directly to the building exterior.

The accessible underground portions of this upgraded building would not be required to meet the provisions of IBC, Section 405, Underground Buildings. The underground areas are for maintenance personnel only and are not considered occupied space. Furthermore, the lowest portion of the structure is less than 1,500 square feet in area and has an occupant load of less than 10.

Automatic Sprinkler Systems: Section 903

An automatic fire extinguishing system is not required for this building because of its type of use, structure size, and construction type. Currently, the structure is not sprinklered.

3.1.2 Summary of Proposed Upgrade Improvements**Bat Infestation**

Resident bats in the Fluoride Storage and Chlorine Container Storage Rooms should be removed humanely and professionally (not exterminated), and guano should be remediated in accordance with Occupational Safety and Health Administrating (OSHA) regulations for worker safety. The entire structure should be inspected for bat infestation and points of entry. New and existing points of building entry with greater than 0.5-inch opening should be permanently screened or blocked to prevent reinfestation.

Bridge Crane and Material Handling Hoist

The hoist spur rail portion of the Machine Hall bridge crane that projects through the double doors should be removed. The material handling hoist and rail in the upper-level Container Storage Room should be removed.

Exterior Concrete Wall Panels

Wall panels should undergo evaluation and improvements described in Section 3.2. Joints should be refilled and finished smooth. Exterior walls should be patched at building corners and damaged areas, sanded, and prepped for new finish. Building exterior should be repainted.

Exterior Doors

Exterior doors and frames should be replaced (see Door Schedule on drawings in Appendix B). Concrete at rough door openings and thresholds should be refurbished as needed for replacement assemblies. Doorframes should be fully grouted into place and maximum-duty security against forced entry should be provided for. Rain diverters and frame heads, gaskets, and weatherseals should be provided to prevent weather penetration and ice buildup. Thresholds would prevent further damage at concrete sills.

Interior Floors

Concrete floors should be patched as needed to repair damage and sanded smooth, prepped, and repainted.

Interior Walls

New interior walls should be 4-inch CMU, reinforced as needed for structural integrity. Electrical equipment should be mounted on 3/4-inch exterior grade plywood panels. New and existing interior walls, doors, and hollow metal frames should be painted.

Restroom

Water closet, wall-mounted lavatory, and Restroom accessories (toilet tissue dispenser, paper towel dispenser, and mirror) should be provided. Americans with Disabilities Act (ADA) accessibility is not required. The associated waste line should be routed to a new holding tank on the south side of the building with easy access by a pumper truck with suction hose.

3.1.3 Recommendations – Materials Data

The following materials and methods support the work described in Section 3.1.2. Material substitutions of equal or better value would be permitted.

Exterior Doors

FRP doors with R-11 foam insulation and flush construction, 1 3/4 inches in thickness, seamless with full-length, integral-edge reinforcement should be provided. Frames should be manufacturer's standard, one-piece pultruded, or one-piece molded FRP with double-rabbeted profile and foam insulation. Chem-Pruf model CP-1 or equal should be provided, installed in accordance with manufacturer's written instructions. Cold-weather closers, weatherstripping, thresholds, and other accessories should be provided for a complete weathertight installation.

Heavy-duty thresholds epoxy-grouted into place should be provided.

Interior Doors

SDI Level 3, Model 2, doors and welded frames factory-primed to receive field finish should be provided and installed in accordance with SD100 guidelines and manufacturer's written instructions. Hot-rolled steel sheets should be ASTM A 569/A 569M, CS (commercial steel), Type B, free of scale, pitting, or surface defects.

Flush-design doors 1-3/4 inches in thickness and of seamless hollow construction should be provided. The doors should be SD01100 standard, heavy-duty, machined to receive hardware.

Door Hardware

Heavy-duty builder's hardware with features inaccessible to tampering should be used. This hardware should conform to American National Standards Institute (ANSI)/Building Hardware Manufacturers Association (BHMA) standards. Heavy-duty, industrial-grade door builder's hardware with features inaccessible to tampering should be provided.

Hinges at outward-swinging exterior doors with non-removable pins should be provided. Wall stops should be provided throughout; floor stops should be avoided.

Silencers should be at all doorframes except gasketed ones. Weatherstripping for head and jamb protection should be elastomeric type of synthetic rubber, vinyl, or neoprene in accordance with doorframe manufacturer's requirements. Bottom-sweep weather-stripping of 1/8-inch-thick neoprene, or spring-tension-type of bronze or corrosion-resisting steel, on an extruded aluminum or bronze bar should be used.

Paints and Coating

- Exterior existing, previously painted concrete, vertical surfaces
 - Latex: MPI (Master Painter's Institute) EXT 3.1A-G5 (semigloss)
 - Primer: MPI 11; intermediate: MPI 11; topcoat: MPI 11
 - System dry film thickness (DFT): 88 microns, 3.5 mils
- Exterior new steel that has been hand or power tool cleaned to SSPC (Society for Protective Coatings) SP 2 or SSPC SP 3 standards
 - Alkyd: MPI EXT 5.1Q-G5 (semigloss)
 - Primer: MPI 23; intermediate: MPI 94; topcoat: MPI 94
 - System DFT: 131 microns, 5.25 mils
- Exterior new galvanized surfaces
 - Waterborne primer/latex: MPI EXT 5.3H-G5 (semigloss)
 - Primer: MPI 134; intermediate: MPI 11; topcoat: MPI 11
 - System DFT: 112 microns, 4.5 mils
- Interior new concrete masonry
 - MPI INT 4.2D-G3 (eggshell)
 - Filler primer: MPI 4 N; intermediate: A MPI 139 topcoat: MPI 139
 - System DFT: 275 microns, 11 mils
- Interior existing, previously painted concrete masonry:
 - High-performance architectural latex: MPI RIN 4.2K-G3 (eggshell)
 - Spot primer: MPI 50; intermediate: MPI 139; Topcoat: MPI 139
 - System DFT: 112 microns, 4.5 mils
- Interior existing, previously painted concrete floors:
 - Alkyd floor paint: existing, MPI RIN 3.2B-G2 (Flat)
 - Primer: MPI 59; intermediate: MPI 59; topcoat: MPI 59
 - System DFT: 125 microns, 5 mils
- Interior ferrous metal mechanical and electrical appurtenances including valves, conduit, hangers, supports, surfaces adjacent to painted surfaces (match surrounding finish), and exposed piping; miscellaneous metal items except hot metal surfaces and new prefinished equipment

- High-performance architectural latex: MPI INT 5.1R-G3 (eggshell)
 - Primer: MPI 79; intermediate: MPI 139; topcoat: MPI 139
 - System DFT: 125 microns, 5 mils

3.2 Structural Code Analysis, Upgrade Improvements, and Materials Data

The structural investigation of the existing Pump House focused on (1) field-verifying construction details, (2) observing the condition of existing construction materials, (3) establishing structural capacities for structural materials and systems, and (4) comparing those capacities to demand loads based on current building code requirements.

3.2.1 Building Code Investigation

Applicable Standards

Structural pre-design discussion and recommendations are based on the IBC, 2006 Edition, by the International Code Council, which adopts and incorporates the following design standards, by direct reference:

- American Society of Civil Engineers Standard 7-05, Minimum Design Loads for Buildings and Other Structures
- American Concrete Institute Standard 318-05, Building Code Requirements for Structural Concrete
- AISC Standard 360-05, Specification for Structural Steel Buildings
- AISC Standard 341-05, Seismic Provisions for Structural Steel Buildings

Design Values

The following building design load values were derived based on the above-referenced design standards.

- Ground snow load: $P_g = 30$ psf
- Basic wind speed: $V = 130$ mph (3-second gust)
- Mapped spectral response seismic accelerations
 - $S_s = 1.75$
 - $S_1 = 0.65$

3.2.2 Summary of Code Findings

As indicated in the condition assessment (Section 1), although an exhaustive analytical effort was not undertaken, the building appears to have adequate capacity for loads calculated in accordance with current model building code requirements. This conclusion is based on assumptions about (1) the structural materials construction and the manner in which the

precast panels were assembled in the field, and (2) the intended future use of the building space above the ground level.

3.2.3 Recommendations for Further Study

It is recommended that the following measures be undertaken to confirm the summary of code findings:

- Collect and test samples of the in situ building materials, to include concrete cylinders and coupons of concrete reinforcing bar.
- Expose and identify a sample of panel connections at the floor/wall interface at exterior building walls.
- Visually observe/measure, and test as necessary existing welds at the sample of exposed panel connections.
- Clearly define the intended future use of the upper-level floor space.
- Execute a dynamic analysis of the building superstructure to establish demand loads for typical panel elements and for panel connections, and compare these load demands to structural material capacities.
- Provide detailed recommendations for upgrade of panels and/or connections, as required.

3.3 Pumping and Related Mechanical Systems, Drive Alternatives, and Equipment Data

The existing pump's manufacturer (DeLaval) is no longer in business, and refurbishing of the existing pumps by Flowserve Pump Division is being considered. Alternative replacement pumps and drivers have been selected from major manufacturers for pricing and performance comparison to existing energy costs. Alternatives have been selected to achieve a capacity of 11 mgd without reliance on a diesel-driven pump to meet the 11-mgd capacity criterion. A diesel-driven pump may be operated attended when a motor-driven pump is out of service for maintenance. Minimum capacity pumping at 2,000 gpm would be provided during fisheries downtime. Alternatives have been selected to avoid structural changes to the building.

A hydraulic analysis of system pressure losses from Monashka Creek Reservoir to the Upper Reservoir was conducted, based on construction drawings. Estimated system pressure drop at 11 mgd, based on a Hazen-Williams friction coefficient $C = 100$, is estimated at 347 feet from Monashka Creek Reservoir elevation of 135 feet to the Upper Reservoir elevation of 353.7 feet. Pressures measured on pump suction and discharge headers in the Pump House with three pumps in operation show that system head is likely in the range of 340 to 350 feet. New cement-lined ductile iron pipe is generally considered to have a Hazen-Williams friction coefficient $C = 140$, which yields about 54 percent of the friction at $C = 100$. System static head is 219 feet. System-measured friction head is relatively

high and could be attributed to piping sections with deteriorated lining and/or air accumulating in pipe crowns at hills.

Options for replacement pumps are based on existing pump rating conditions and measured system pressures for various numbers of pumps in operation. Pressures and flows need to be more accurately measured with calibrated instruments to establish a realistic friction characteristic for the system as normally operated before final selection of replacement pumps.

3.3.1 Summary

Capital costs for equipment and annual energy cost estimates were compared for three options. Using diesel-driven pumps would be less costly than installing a standby engine-generator. All options would offer reduced annual electric utility costs over the existing system. A small cost benefit could result from using all constant-speed pumps, with one having a smaller capacity for operation during low system demand.

3.3.2 Evaluation Approach

The three options selected for replacement pumps and drivers are:

- **Option 1** – four equal-capacity, electric-driven pumps at 2,550 gpm, 353 feet, and 350 hp. One pump is fitted with a variable frequency drive (VFD) to meet the 2-000-gpm, 270-foot, off-season rating.
- **Option 2** – same as Option 1, except that one pump is fitted with a diesel engine driver.
- **Option 3** – three equal-capacity pumps at 3,820 gpm, 353 feet, and 450 hp. One pump is rated at 2,000 gpm, 270 feet, and 200 hp to meet the off-season flow. One large pump is fitted with a diesel engine driver.

Price proposals were received from representatives of ITT Goulds Pumps with Cummins Diesel (Alaska Pump and Supply, Inc. of Anchorage) and Aurora Pumps with Volvo Penta Diesel (Northwest Pump and Equipment Co. of Portland, Oregon). Goulds pricing is higher but includes testing, export packaging, and shipping to Kodiak. Pricing includes a VFD speed controller in Options 1 and 2. Price proposal totals follow.

Supplier Price Proposal for Pump Replacement			
Proposer	Option 1: Four Equal-size Pumps @ 2,550 gpm, Motor-driven; One on VFD	Option 2: Four Equal-size Pumps @ 2,550 gpm, One on VFD and One on Diesel	Option 3: Three Pumps @ 3,820 gpm + One @ 2,000 gpm; One Large Pump on Diesel
Aurora	\$257,400	\$300,392	\$282,855
ITT Goulds	\$315,656	\$376,343	\$349,976

gpm = gallons per minute
VFD = variable frequency drive

3.3.3 Evaluation of Alternatives

A baseline energy cost was calculated from operating data for July 2009 through September 2010. Energy and demand charges resulted in average monthly unit water pumping costs of \$225 per million gallons. The specific pump selections in each option were applied to the system flows for the same operating period to estimate energy and demand charges for comparison. The pumps were assumed to operate intermittently at their rating points to achieve the monthly flows. Comparative costs follow.

Comparative Monthly Operating Cost of Existing Pump System and Pump Options			
Existing System Billings	Option 1	Option 2	Option 3
\$412,294	\$389,045 (VFD losses not included)	\$389,045 (VFD losses not included)	\$377,234

VFD = variable frequency drive

Replacement pump options are likely to reduce electric utility costs, but not by a large margin. The existing pumps' hydraulic efficiency is unknown, but the proposed pump selections are single-stage and would have better efficiency than two-stage pumps.

Option 1 has no diesel backup in case of a power outage and would require a standby generator if pumping is required during extended power outages. Electric utility considerations are discussed in Section 3.5). A diesel generator to run one Option 1 pump would cost in excess of \$100,000 and, therefore, is the least favorable option. Option 3 appears favorable over Option 2 on the basis of capital and energy costs but uses two pump sizes (greater spares costs) and a larger diesel engine.

3.3.4 Equipment Data

Equipment quotes and catalog data are provided in Appendix A.

3.3.5 Recommendations

Pumps and drives should be replaced with new equipment generally as described for Option 3. More accurate pressure and flow testing of the existing system to establish system static head and friction head for selection of replacement pumps should be conducted. If funding is available, main pump isolation and control valves should be replaced with new equipment. As pumps are replaced and piping connections are revised, the main header and fittings should be replaced with ductile iron to the extent possible.

3.4 Building Mechanical Systems

Building mechanical systems would include space heating, ventilation, and domestic plumbing systems. Fuel storage and distribution are also discussed in this section.

In general, existing heating, ventilation, and air conditioning (HVAC) and plumbing systems are beyond their useful lives and/or inadequate to support facility needs. Physical changes to building layout would require new systems to meet operational and code requirements for each space. Improvements to the building envelope and the addition of new equipment would require updated heating/cooling load calculations and subsequent

equipment selections and systems design. It is assumed that the existing fuel storage tank has sufficient capacity to serve the proposed engine-driven pump and building heating system.

3.4.1 Code Investigation

The City of Kodiak Building Department, having received a deferral from the State Fire Marshal, is the Authority Having Jurisdiction for code compliance. The Building Department conducts plan review for all new, non-residential buildings. New HVAC and plumbing systems would be designed in accordance with all adopted codes. These include the *International Mechanical Code (IMC)*, *Uniform Plumbing Code (UPC)*, state and local amendments, and referenced standards as applicable.

3.4.2 Design Approach

An all-new hydronic heating system is proposed that would serve the entire facility. An oil-fired boiler would produce hot water to be circulated to terminal unit(s) in each space served. Heating terminal units may include hot water baseboard, unit heaters, radiant panels, or other devices. The existing oil-fired furnace on the first floor would be removed. Fuel piping for the boiler would connect to the existing fuel storage tank outside. Each heating zone would have a thermostat and a separately controlled zone valve or zone pump.

Ventilation systems would be designed to serve the needs of each space. Occupied spaces would be ventilated in accordance with American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Ventilation for process spaces would be designed to mitigate excessive humidity and resulting condensation on cold surfaces. For rooms that contain heat-producing equipment, a significant cooling load could be present. In these cases, outdoor air ventilation would be used for space cooling. Heat recovery ventilator units would be considered. Existing openings in the building envelope would be reused as much as practical.

Domestic plumbing systems would be provided to serve the new Restroom. Non-potable water would be taken from the existing connection to the pump discharge main. Non-potable water piping and points of use would be so labeled, in accordance with code requirements. Hot water would be produced by a small point-of-use heater near the Restroom. Drainage from all plumbing fixtures would be routed to a new wastewater storage tank. The tank would be located and designed to prevent freezing and to allow for gravity drainage to the greatest practical extent.

3.4.3 Recommendations

All electric heaters should be removed. The oil-fired furnace should be removed and replaced with a hot water boiler that serves the entire facility. Hydronic heating terminal units should be added to all spaces. All new ventilation systems should be added to provide code-required outdoor air to occupied spaces, humidity control for process areas, and outdoor air cooling as needed. Domestic plumbing should be completely replaced and routed as needed to serve new fixtures.

3.5 Electrical, Control, and Special Systems

All electrical systems existing have reached the end of service life. Replacement of the existing electrical systems is necessary to extend use of the Pump House facility, provide a clean source of electrical power, and properly interface with new pumping equipment. Installation of new equipment will allow continued pumped water supply to the City, while realizing improved efficiencies with resulting lower operational cost.

The incoming utility equipment is outdated and not configured to protect modern power electronics and controls in an industrial environment. Although occurrences are rare, lightning surges and/or utility switching transients have been a problem during the past several years. Poor power quality has resulted in periodic damage to aging motor-starting equipment and the associated large-pump motors.

The incoming service equipment is improperly configured in a way that violates the NEC. In addition, exposed energized cable and bus present an electrical shock and arc flash hazards to O&M personnel in violation of OSHA Standard 1910.333, Electrical - Safety-Related Work Practices: Selection and Use of Work Practices.

Three options are presented for pump configurations for the upgraded Pump House. The single-line diagram and electrical equipment plan in Appendix B were prepared to provide additional detail for the recommended and lowest-cost option.

The detailed discussion of the recommended upgrades for this facility included in Section 2.5 can be summarized as follows: (1) upgrade of existing utility riser pole and padmount transformer with enhanced lightning protection, (2) replacement of all equipment in the KEA Room and proper installation of facility service disconnecting means, (3) replacement of all electrical distribution equipment throughout the facility, (4) application of modern surge protection methods to new distribution equipment, (5) upgrade of existing grounding electrode system to meet current electrical codes applied using modern methods, (6) replacement of all interior and exterior lighting, and (7) installation of special systems, to include access control, CCTV, intrusion detection, fire detection and alarm.

Three pump configuration options are presented in Section 3.3.2:

- **Option 1** – installation and operation of four 350-hp pumps (one powered from a VFD and three started with soft starters) and operation using static bypass switches
- **Option 2** – installation and operation of four 350-hp pumps (one powered from a VFD, two started with soft starters and operated using static bypass switches, and the fourth driven from a diesel engine.
- **Option 3** – installation and operation of four pumps: one 200-hp pump started with soft starter and operated using a static bypass switch, one 500-hp pump powered from a VFD, one 500-hp pump started with soft starter and operated using static bypass switch, and the fourth (3,820 gpm) driven from a diesel engine.

Electrical drawings in Appendix B further detail the lowest-cost option, Option 2.

3.5.1 Code Investigation

The following codes are applicable to this project:

- NFPA 70, 2011 NEC.
- OSHA Standard 1910.333, Electrical - Safety-Related Work Practices: Selection and Use of Work Practices.
- National Electrical Manufacturers Association (NEMA).
- Underwriters Laboratories (UL): All equipment should bear the UL label, or equivalent from a nationally recognized testing agency.
- Illuminating Engineering Society of North America (IESNA) Lighting Handbook, latest edition.
- Electronic Industries Alliance/Telecommunications Industry Association (EIA/TIA) 568B Commercial Telecommunications Wiring Standard
- National Fire Protection Association (NFPA) 101, Life Safety Code 2009.
- ANSI.
- National Electrical Contractors Association (NECA) 1-2006 Good Workmanship in Electrical Construction.

3.5.2 Systems Discussion

Proposed Electrical System

The proposed electrical system includes improvements to the existing electrical utility service equipment, new facility power distribution equipment, new lighting systems, and a new emergency power system:

- **Utility upgrades.** The proposed upgrade to the existing electrical service includes installation of lightning arrestors at the riser pole and to the medium-voltage bushings inside the existing, 750-kVa padmount transformer. The secondary service conductors would be replaced between the existing utility transformer and a new disconnect switch installed on the facility exterior.
- **Power distribution equipment.** The proposed replacement power distribution equipment includes a 480-vac, 1200-amp main switchboard (MSB). The MSB would feed the three 350-hp combination motor starters, a lighting panelboard, a power panelboard, a 45-kVa, 480 - 208/120-vac, dry type transformer and a 208/120-vac panelboard. 208/120-vac distribution throughout the facility would be upgraded or replaced as necessary.
- **Lighting systems.** The proposed upgrades to the lighting systems include replacement of all existing interior and exterior lighting. The replacement equipment includes fluorescent fixtures installed throughout all interior spaces with light-emitting diode (LED) fixtures on the facility exterior. Modern lighting controls would be interfaced with all lighting systems to ensure efficient management of the installed lighting.

- **Emergency power.** An emergency power system is proposed for installation, consisting of a rectifier and battery plant. This system would supply emergency lighting, I&C, security, and communications systems equipment loads. The lighting controls would be configured to operate emergency lighting only when the facility spaces are occupied. During a utility outage, the battery plant would continue to operate emergency lighting, I&C, security, and communications systems until the diesel pump unit has been started and is operating. The alternator on the diesel pump would be sized to operate the diesel pump and facility emergency power electrical loads continuously.

Proposed Instrumentation and Control

The existing supervisory control and data acquisition (SCADA) and local I&C systems, while useful, provide limited control and visibility to the facility and operating Pump House equipment. Installation of modern controls is essential in the realization of optimum plant efficiencies. In addition, integration of modern security access control, CCTV, and SCADA for remote operation and monitoring of the Pump House systems is desired by the City.

The detailed discussion of recommended upgrades to I&C, communication, and security systems provided in Section 2.5 can be summarized as follows: (1) replacement and upgrade of the entire I&C system using modern methods, (2) installation of facility access control, CCTV monitoring of critical facility views, and intrusion detection systems, and (3) installation of facility fire detection and alarm system.

The replacement I&C system would include a more detailed interface among all plant equipment and systems for control, status, and alarm functions. The existing basic status and control points include:

- Pumps running status
- Communications fault
- Site power failure
- Upper reservoir level in inches
- Site rain levels
- Spillway level
- Pump station flow

The I&C system might be expanded to include some or all of the following:

- VFD or soft starter control and alarm status
- Pump station outlet temperature and pressure
- Valve position status
- Water quality parameters
- Additional dam and spillway parameters or points
- Diesel pump engine control and alarm points
- Emergency power system alarm points

The following additional elements are recommended for integration with the I&C control panel for use by the SCADA system:

- Power usage or quality parameters from MSB power meter
- Fire alarm and trouble status

- Building flood sensor status
- Inside building air temperature
- Mechanical system status/alarms
- Interface with security systems
 - Intrusion detection status/alarms
 - CCTV equipment status/alarms
 - Access control status/alarms

Proposed Security System

A new security system for would consist of three subsystems: access control, CCTV monitoring, and intrusion detection. The equipment for these subsystems is proposed to be configured as follows:

- **Access control.** The access control system would consist of a workstation, access control panels, and equipment at each door. Equipment at each door would include card readers; an electrified passive hinge; an electric solenoid to operate the lock, allowing exterior access; a balanced magnetic door switch to supervise operation of the door, and a motion sensor to automatically unlock doors, allowing occupants to exit the room from the inside. A special doorknob (handle) assembly that would operate the locking solenoid from the inside could be substituted for the motion sensor. A portable laptop computer could be substituted for the workstation.
- **CCTV cameras.** A typical CCTV system consists of a main system hub, a power supply, and a video termination cabinet or patch panel. The cameras typically selected interface directly to communications rack equipment. The camera power supply is mounted directly in the communication rack. The CCTV cameras are interfaced with Category 5e communications cable and terminate in the communication rack patch panel. From the patch panel, camera signals are interfaced to the hub, which consists of a passive transceiver, a video signal switch, a digital video recorder, and a local display with keyboard.
- **Intrusion detection.** Intrusion detection could be installed as a separate system or integrated as part of the CCTV camera system. A typical CCTV camera would be supplied with motion-sensor-triggered recording and alarming. CCTV cameras supplied with this functionality would provide intrusion detection for each space. For spaces without cameras or if a separate system is desired, exterior door switches and motion sensors are typically interfaced with a control panel.

Proposed Communication System

Proposed inside plant communications upgrades include a 19-inch communication rack installed in the Electrical Room and Cat 5e communications distributed throughout the facility. Communication outlets for telephone and data would be installed in selected areas. Category 5e cable would be distributed to equipment in the Electrical Room (MSB power meter, pump VFD, and soft starters), the I&C control panel, and process equipment in the first-floor Pump Room.

The existing outside plant communication system consists of a direct buried multi-pair copper telephone cable that terminates in the Electrical Room. This cable is used to communicate between the small Allen-Bradley PLC, which is used to monitor and control the Pump House from the SCADA system located at the Kodiak Wastewater Plant.

Although use of the existing communication cable works well for the small remote terminal unit currently installed at the pump house, there is not sufficient capacity (bandwidth) to effectively interface modern control and security systems remotely. There are three options that are currently being discussed as potential solutions for increasing the communications bandwidth to the pump house:

- Replacement of existing communication cable pairs with fiber optic cable.
- Installation of microwave towers for connection to the local service provider.
- Use of VSAT communication link for connection to the local service provider.

The full discussion and study of this issue is complex and beyond the scope of this report.

3.6.4 Recommendations

- The utility riser pole feeding the Pump House should be reconfigured. The utility service should be upgraded, to include lightning arrestors at the riser pole top with metal oxide varistor elbow arrestors installed at the utility transformer bushings.
- Although it might be possible to apply some of the rules of NEC Article 110.27 to KEA Room equipment (such as locking the KEA Room and allowing access only by qualified personnel), CH2M HILL recommends replacement of existing equipment with suitable equipment constructed in a manner that eliminates exposed electrical components from all common Pump House working spaces.
- The service disconnecting mean is improperly located. CH2M HILL recommends replacement of service disconnecting means. The recommended configuration of the final solution would be to install either a manual disconnect to the exterior of the facility adjacent to the utility transformer or to provide a locked box with pushbutton to shunt-trip the MDP main circuit breaker. With either solution, the service entrance conductors and MDP would be replaced and reconfigured to apply modern design/construction methods and meet the requirements of the latest edition of the NEC.
- All the existing electrical power distribution equipment has reached the end of its useful life. All equipment should be replaced, to include service entrance circuits, facility disconnecting means, MDP, large motor starting equipment, facility power distribution panels, and all feeder and branch circuits. Replacement equipment should be configured applying modern methods with enhanced surge and lightning protection for power distribution, control, and communication equipment components.
- The entire grounding electrode system should be replaced and upgraded, using modern methods to include ground test points on the facility exterior; facility ground ring; dedicated ground bus in the Electrical Room and communication equipment spaces; and bonding of facility structural steel, electrical, communications, mechanical, piping, and other equipment, as required by the NEC.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council Members

From: Aimée Kniazowski, City Manager 

Thru: Mark Kozak, Public Works Director 

Date: February 28, 2013

Agenda Item: V. j. **Authorization of a Professional Services Contract for Oil Spill Cleanup on City Property**

SUMMARY: On January 22, 2013, Kodiak Fire Department (KFD) was called about a fuel spill and fuel odor behind 1213 Selief Lane. KFD responded and found a source of fuel in a drainage area behind 1213 Selief Lane on City property. They placed oil absorbent pads and did some preliminary investigation into possible sources. KFD reported the spill to the Alaska Dept. of Environment Conservation (ADEC) spill office that same day. Since the fuel is on City property and the source has not been located yet, the City is required to respond to prevent further spreading of the oil into the drainage system. We contacted NORTECH, a local environmental cleanup company, for support in handling this containment and cleanup. Staff recommends that Council authorize a professional services contract to NORTECH in an amount not to exceed \$25,000 under the City Managers Emergency's Purchasing Authority KCC 3.12.070 (b) Exceptions to bidding requirements.

PREVIOUS COUNCIL ACTION: None

DISCUSSION: On January 22, 2013, a fuel spill was reported and the Kodiak Fire Department responded to the area behind 1213 Selief Lane. The area behind this home is owned by the City of Kodiak. Regulations require the property owner to respond to fuel spills in a manner to prevent spills from entering into drain systems. The property owner where the fuel spill was found on is required to respond until a responsible party is located. On the morning of January 23, Kris Lund, Public Works Maintenance Supervisor, received a phone call from Mr. Donald Fritz of ADEC checking on the status of the spill. Kris informed him that things hadn't changed much since the time of the report, and he would get in touch with Ryan Sharratt of NORTECH, as the only local environmental contractor.

Kris met with Ryan on site, and Ryan agreed to provide the necessary environmental services, including spill cleanup and regulatory compliance. As of February 14, staff and Mr. Sharratt have not located the source of the fuel. Staff hopes to locate the source of the spill to notify the property owner so that the property owner's insurance will cover the cost of this containment and cleanup effort.

The City of Kodiak must enter into a professional services agreement with NORTECH for support in handling the containment and cleanup of the fuel spill on City property. Since the fuel is on City

property and the source has not been located yet, the City is required to respond and do all possible to prevent further spreading of fuel into the drainage system. The City is maintaining contact with ADEC and hopefully they will send an investigative team to Kodiak to determine the source of the product that is migrating onto City property. ADEC has the authority to investigate private properties upstream from where the product is daylighting. The City or NORTECH may not conduct an investigation on any suspect private property without the owner's consent.

ALTERNATIVES:

1. Authorize the professional services agreement as described, which is staffs' recommendation in order to meet regulations.
2. Do not authorize the contract, which is not recommended, because the City is required to meet response regulations on its property.

FINANCIAL IMPLICATIONS: This contract will be funded from the Public Works operational budget.

LEGAL: The City is required to respond to and mitigate the oil spill until a responsible party is identified.

STAFF RECOMMENDATION: Staff recommends Council authorize a professional services agreement with NORTECH in an amount not to exceed \$25,000, with funds coming from the Public Works operational budget.

CITY MANAGER'S COMMENTS: The City is required to respond as described in the memo. We had to bring Ryan Sharratt onboard as soon as possible to provide support in dealing with the spill containment and to identify the source. This has to be done without a bidding process due to the emergency nature of the spill response. I recommend Council authorize this contract.

ATTACHMENTS:

Attachment A: NORTECH Proposal

PROPOSED MOTION:

Move to authorize the City Manager to execute a professional services agreement with NORTECH for oil spill cleanup on City property in an amount not to exceed \$25,000, with funds coming from the Public Works operational budget.



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SENT ELECTRONICALLY

February 4, 2013

ATTN: Mark Kozak
 Public Works Director

RE: **Fuel Spill Release and Investigation**
City of Kodiak Selief Lane Incident

Dear Mr. Kozak:

NORTECH Environmental Engineering, Health & Safety (EEHS) is pleased to provide this proposal and attached fee estimate to provide professional services and emergency response for the fuel spill incident behind 1213 Selief Lane.

NORTECH's environmental engineering and health & safety (EEHS) qualifications, coupled with its extensive experience in hazardous substance assessment and remediation across Alaska, make it well qualified to meet the City of Kodiak's needs for hazardous substance assessment and cleanup. In **NORTECH's** experience, contaminated site projects often encompass more than one of the specific tasks needed for the successful completion of this project. **NORTECH** has the capability of performing many inter-related tasks pertaining to a release of a hazardous substance and site investigations. **NORTECH** has a positive track record in working with owners, regulators and all project stakeholders. In addition, **NORTECH's** industrial hygiene capabilities enhance its ability to complete accurate risk assessment necessary to protect human health and the environment.

The following is a brief narrative synopsis regarding our understanding of the project and the required elements to be address in our proposed scope of work.

Background

On January 22, 2013 a fuel spill was reported to the Alaska Department of Environmental Conservation by the homeowner of 1213 Selief Lane. Upon a site inspection of this property by the City of Kodiak it was determined the release extended onto City property behind the residence of 1213 Selief. Initial efforts were conducted by the City of Kodiak Fire Department with absorbent pads as a defensive measure. The following day Mr. Lund contacted Ryan Sharratt with **NORTECH** to provide necessary professional environmental services for site assessment, spill cleanup and regulatory compliance.

Scope of Work

NORTECH's scope of work will be to provide a qualified environmental consultant and sub-contractors for initial assessment, cleanup efforts and spill migration prevention. This environmental professional will also assist in the City of Kodiak's efforts to determine the responsible party (RP) for monetary reimbursement. All project efforts are to be coordinated with the Alaska Department of Environmental Conservation (ADEC), Spill Prevention and Response (SPAR) personnel. **NORTECH** will serve as the City of Kodiak's liaison and professional consulting company for the duration of the project.





NORTECH will serve as an independent third party and will be using Kodiak based qualified Sub-Contractors for the environmental field technicians to be working directly under **NORTECH's** supervision.

Methodology

The proposed assessment would involve a review of available records, interviews with knowledgeable individuals and a site inspection of conditions present in an effort to identify the source of the release. All work will be performed by an ADEC qualified sampler and overseen by Professional Environmental Engineer.

All methods utilized will be in accordance with ADEC regulations and guidance and approved by the ADEC site SPAR representative. Field screening will be conducted using standard head space analysis procedures and a on-site field calibrated Photo Ionization Detector (PID) with ppm detection capability. A head space reading is more accurate than a direct reading; due to the slow warming of the soils allow the release of the hydrocarbons into the ambient air which is then analyzed for overall content. Laboratory samples, if required, will be sent by overnight delivery service under a standard chain of custody to a laboratory certified to perform the requested procedure.

Current project and regulatory requirements and common sense necessitate further assessment and characterization of the site for accurate delineation and implementation of a safe site remediation work plan. However, it is important to understand that no matter how comprehensive (or expensive) an investigation is, it cannot be expected to uncover or identify all concerns. You have specifically requested us to limit our scope to project requirements and in order to control costs. Therefore, hidden hazards and unknown conditions may still exist. The inspection and assessment efforts proposed and anticipated are intended to provide adequate information to identify possible site contamination and exposure concerns and develop necessary recommendations. In the event that additional concerns are identified follow up efforts may be required.

Work Plan

The project work plan have been further broken down into the following tasks.

Task 1: Mobilization

This task will include project setup as well as mobilization, schedule coordination and review of available records. It is understood that you will research and provide available records including a historical summary of the culvert and land use that have occurred. It is also understood that you will research and provide available records of a historical summary of the surrounding areas that may be beneficial in our combined efforts to determine a responsible party.

Task 2: Field Inspection, Sampling, and Oversight

A **NORTECH** Environmental Professional is located in Kodiak and will be available to mobilize to the site on short notice.

A walkthrough of the site will be performed by the ADEC qualified Environmental Professional, concentrating the point of release areas, the culvert and contaminate pathways. The visual inspection will involve walking of the parameter, drawing a site map, determining gradient water





flow and assessing initial impact. While on-site we request that you have available individuals that are familiar and knowledgeable regarding the City's property in the area and possible historical data. The results of visual walkthrough coupled with the interview information will be valuable in determining the potential source(s) of the concern as well as determine what additional investigation and/or sampling is recommended.

In order to confidently identify and confirm which areas of the site are impacted, a number of locations may be field screened to delineate the "plume of Contamination" so that efforts may be made to quantify the size of the contaminated area. Samples below 25 ppm will be assumed clean, samples yielding in excess of 25 ppm will be assumed impacted for this determination.

A recovery trench will likely be installed onsite to prevent the further migration of hydrocarbons and allow a common collection point for released product recovery during this process. These arrangements will permit water to flow into the storm water drain that is present onsite and may require some aspect of skimming or filtering so that additional impact does not occur down gradient. A collection basin may be installed at the release point of the culvert to prevent fuel/oils from traveling down the trench. A recovery trench may also be installed to aide in collection efforts and allow sub-contractor response to a smaller area saving time and money during its use. This will also allow rainfall to minimally impact the site of operations as it currently does.

Task 3: Report

Upon completion of all site efforts and receipt of laboratory results **NORTECH** will prepare a brief letter report documentation of efforts including field notes, photographs as well as conclusions and recommendations where appropriate.

Proposed Staff

NORTECH's proposed staff is well qualified to provide the inspection, design and investigation oversight. Specifically, the following individuals may be directly involved with completing the surveys. Detailed resumes and references for each Key Person are available upon request.

Mr. John Hargesheimer, PE, CIH, Principal-In-Charge of **NORTECH**, will be the Contract Manager and will have overall contractual responsibility for the project. Mr. Hargesheimer will be the principal point of contact. John will direct the day-to-day activities for the contract and determine projects assignments.

Mr. Hargesheimer is a Certified Industrial Hygienist (ABIH#7343), licensed Civil Engineer (CE 4703), and a registered Environmental Engineer (#92-20026) with degrees in Chemical (Cornell University) and Environmental Engineering (University of Alaska, Fairbanks). Mr. Hargesheimer's Diplomat status with the American Academy of Environmental Engineers is one of only 15 in the state, and he is the only Alaskan certified in both the General Environmental specialty and Industrial Hygiene field.





Ryan Sharratt, MBA, IH, Staff Professional / Project Manager of **NORTECH**, Mr. Sharratt will be the primary and local point of contact. Ryan will direct the day-to-day activities for the contract and determine project assignments. Mr. Sharratt is an Industrial Hygienist with degrees in Environmental Sciences (University of Washington), Masters in Business Administration (Colorado Technical University), and Bachelor's degree in Business Management (University of Alaska Fairbanks). Mr. Sharratt has been conducting Spill Investigations, site characterizations and emergency response since 1996. Mr. Sharratt is also an instructor for the University of Alaska – Kodiak Campus teaching Industrial Hygiene, Workplace Safety, Methods of Instruction and Accident Prevention. Mr. Sharratt is also recognized as an "Authorized Trainer" under Alaska OSHA.

The entire **NORTECH** team is committed to providing thorough logistical support and communication necessary to ensure a project completion on time and within budget. Additional information regarding experience and references are available upon request and can be found on our web site at www.NortechEngr.com

Fee Estimate and Schedule

NORTECH is well qualified and prepared to undertake the proposed scope of work on a Time and Material (TM) basis with a Not to Exceed Ceiling in accordance with the attached detailed fee estimate

The proposed scope of work and estimate was made with the information available. If further services or consultation are requested beyond the services already proposed and described, these services and costs would be additional and would be charged in accordance with **NORTECH's** Professional Rates as described in our attached standard Agreement for Professional Services. Price and availability is firm pending your acceptance within 30 days, after which we reserve the right to review them.

The proposed scope of work and estimate was made with the information available. If further services or consultation are requested, these costs would be additional and would be in accordance with **NORTECH's** Services Agreement for Professional Services, which is attached. Price and availability are firm pending your acceptance within 30 days, after which we reserve the right to review them.

If you are in agreement with these provisions and the attached Agreement for Professional Services, hereby incorporated by reference, you may so indicate by signing the acceptance provision provided below and returning or faxing your signature.

We trust this information is adequate for your needs at the present time. If you have any questions feel free to contact me at your earliest convenience.

Sincerely,
NORTECH

Ryan B, Sharratt, MBA, IH





Environmental Professional

ATTACHMENTS: Fee Estimate
 Standard Schedule of Charges
 Professional Services Agreement

ACCEPTANCE

Signature: _____ Title: _____

Printed Name: _____ Date: _____





Selief Lane Fuel Discharge - City of Kodiak (Client)

Prepared for:
R&M Consultants Inc

Total Hours :	88.00	Task 1	Task 2	Task 3	Task 4
Total Cost :	\$24,225.72	Mobilization	Field Work	Report	

PROFESSIONAL SERVICES								
	Rate	Unit	Hours	Total Rev	Hours	Hours	Hours	Hours
Project Manager	\$185.00	/hr	12.5	\$2,312.50	1.5	8.0	3.0	
Staff Professional II	\$135.00	/hr	58.0	\$7,830.00	4.0	38.0	16.0	
Technician II	\$90.00	/hr	9.0	\$810.00	1.0	0.0	8.0	
Administrative Manager	\$110.00	/hr	6.5	\$715.00	0.5	3.5	2.5	
Clerical Support	\$60.00	/hr	2.0	\$120.00	0.5	1.0	0.5	
					7.5	50.5	30.0	0.0
Professional Services Subtotal			88.0	\$11,787.50	\$992.50	\$7,055.00	\$3,740.00	\$0.00

EXPENSES								
In-House Expenses	Rate	per	# Units	Total Cost	Units	Units	Units	Units
4X4 Pickup	\$80.00	Day	4.0	\$320.00		4		
Digital Camera	\$10.00	Day	2.0	\$20.00		2		
Gloves, Nitrile Disposable	\$20.00	Each	1.0	\$20.00		1		
Log Book	\$10.00	Each	1.0	\$10.00		1		
Sampling Equipment	\$20.00	Day	1.0	\$20.00		1		
Letter Reports	\$10.00	Each	3.0	\$30.00		0	3	
PID/OVM Meter	\$100.00	/ day	3.0	\$300.00		3		
					0	12	3	0
In-House Expenses Subtotal			15.0	\$720.00	\$0.00	\$690.00	\$30.00	\$0.00

Reimbursables	Rate	per	# Units	Total Cost	Units	Units	Units	Units
AirFare		ticket	0	\$0.00				
Misc	\$0.00	ea	0	\$0.00				
					0	0	0	0
Subtotal			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reimbursables Handling Charge				15%	\$0.00	\$0.00	\$0.00	\$0.00
Reimbursables Subtotal				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses Subtotal			15	\$720.00	\$0.00	\$690.00	\$30.00	\$0.00
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SUBCONSULTANTS, SUBCONTRACTORS & LABS								
	Rate	Unit	Hours	Total Rev	Hours	Hours	Hours	Hours
TCE - Spill Technicians	\$76.32	hr	68	\$5,189.76	8	60		
TCE - Spill Response Supplies	\$1,000.00	ea	5	\$5,000.00	1	4		
Not Used	\$0.00		0	\$0.00				
					9	64	0	0
Subtotal			73	\$10,189.76	\$1,610.56	\$8,579.20	\$0.00	\$0.00
Handling Charge				15%	\$1,528.46	\$241.58	\$1,286.88	\$0.00
Subs & Labs Subtotal			73	\$11,718.22	\$1,852.14	\$9,866.08	\$0.00	\$0.00

Project Total				\$24,225.72	\$2,844.64	\$17,611.08	\$3,770.00	\$0.00
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Updated: 22June2012 (AKR)



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 info@nortechengr.com www.nortechengr.com

2012 SCHEDULE OF CHARGES

Standard Rates

Description	Unit Price	Description	Unit Price
PROFESSIONAL SERVICES		ELECTRONIC EQUIPMENT	
Project Manager	\$185	RotoVision Unit	\$125/day
Senior Professional	\$170	Digital Camera	\$10/day
Professional Associate	\$130	Field Computer	\$50/day
Staff Professional II	\$150	Video Camcorder	\$30/day
Staff Professional I	\$120	SOUND LEVEL EQUIPMENT	
IT & Administrative Manager	\$110	Type I Sound Level Meter	\$100/day
Technician II	\$90	Type 2 Sound Level Meter	\$75/day
Technician I	\$80	ACM/LBP EQUIPMENT	
Clerical Support	\$60	Niton XRF Lead Analyzer	\$200/day
AIR MONITORING EQUIPMENT		Niton Soil/Filter Test Equipment	\$75/day
O2/CO2/Temp/RH Meter	\$200/day	ACM Sampling Tools	\$25/day
VOC/ppb Meter	\$100/day	HEPA Vacuum	\$30/day
4-Gas Meter	\$50/day	FIELD TESTS	
Combustible Gas Meter	\$75/day	Hanby Field Lab Kit	\$30/ea
Ultrafine Particle Meter	\$100/day	Alkalinity Field Kit	\$5/ea
Temp Dataloggers	\$10/day	Lead Check Swabs	\$5/ea
GROUNDWATER EQUIPMENT		PCB Field Test Kit	Project Specific
Water Field Kit (pH, DO, Cond)	\$100/day	FIELD/LABORATORY SUPPLIES	
Water Level Meter	\$25/day	Smoke Tubes	\$3/ea
Peristaltic Sampling Pump	\$40/day	Air-O-Cell Cassettes	\$15/ea
VOC/ppb Meter	\$100/day	Agar Plates	\$6/ea
SOIL EQUIPMENT		Swabs	\$3/ea
PID/OVM Meter	\$100/day	EXPENDABLE MATERIALS	
Combustible Gas Meter (LEL)	\$75/day	Log Book	\$10/ea
Hand Auger	\$40/day	Gloves, Nitrile Disposable (100/box)	\$20/box
Electric Auger & Flights	\$75/day	Bailers, Polyethylene Disposable	\$10/ea
Generator	\$50/day	Bailers, Teflon Disposable	\$22/ea
AIR SAMPLING EQUIPMENT		Tubing, Polyethylene	\$5/well
Andersen Sampling Equipment	\$30/day	Tubing, Teflon	\$15/well
Air-O-Cell Unit	\$50/day	Organic/Hepa Cartridge	\$9/ea
Wall-check Unit	\$10/day	Suits, Tyvek Disposable	\$10/ea
Hi-Vol Air Pump	\$25/day	Decon Supplies	\$20/day
Lo-Vol Personal Pump	\$15/day	Sampling Supplies	\$25/day
HAND EQUIPMENT		ARCTIC WEATHER GEAR	
Moisture Meter	\$15/day	Arctic Gear	\$100/day
Hand Tools (shovels, bars, etc.)	\$15/day	PROTECTIVE GEAR	
Electric Tools	\$25/day	Level A Protection	\$150/day
Sampling Equipment	\$20/day	Level B Protection	\$80/day
Portable Heating Unit	\$15/day	Level C Protection	\$80/day
HEPA Vacuum	\$30/day	OTHER CHARGES	
Magnetic Locator	\$15/day	4x4 Pickup or Utility Van	\$80/day
Survey Equipment	\$60/day	Car	\$50/day
Brass Tools	\$25/day	Mileage (Out of town travel)	\$0.555/mile
Purge Drums	\$10/day	Letter Reports	\$10/each
		Bound Reports	\$20/each

Other direct expenses will be invoiced at NORTECH's cost plus 15%.



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2012 AGREEMENT FOR PROFESSIONAL SERVICES

1. **Services by Staff and Officers:** Unless other fees have been arranged, fees for services are based on the number of hours expended on the project (including travel time) by *NORTECH* personnel at the hourly rate for classes of work listed on the current schedule of charges.
2. **Professional Services:** All time over 8 hours per day and 40 hours per week in the field will be charged at 1.5 times the regular hourly fee. All charges will be invoiced in accordance with *NORTECH*'s standard rate schedule except when *NORTECH* personnel are in deposition, testifying or holding themselves exclusively available for deposition and/or testimony. For these activities, time will be invoiced at 2.0 times the regular hourly rate.
3. **Direct Expenses (Equipment rentals, Expendables, & Reimbursables):** Use of *NORTECH* equipment, in-house copies, long distance phone charges, expendable sampling supplies and field supplies will be charged on a per unit basis (see the current Schedule of Charges). Mileage fees of \$0.51 per mile will be charged for out-of-town travel in *NORTECH* vehicles. Other expenses incurred that are directly attributable to the project will be invoiced at *NORTECH*'s cost plus 15%. Such charges include but are not limited to subcontractors' fees, out-of-town travel, teleconferences, photographs, special instrumentation and field equipment rental, fees and permits, premiums for additional or specific insurance where required, laboratory charges, plots, and out-of-town delivery charges.
4. **Billing:** Invoices will be issued monthly, or upon completion of project if sooner, unless otherwise agreed to in writing and are payable upon receipt. Interest of 0.875% per month will be payable on any amounts not paid within 30 days.
5. **Use of Subcontractors:** It is agreed that *NORTECH* may issue subcontracts to subconsultants and/or subcontractors, without your prior approval, for services including but not limited to, drilling, laboratory analyses, cost estimation, and surveying. When subconsultants and/or subcontractors are used, the total cost of their services will be marked up fifteen percent (15%).
6. **No Warranty:** *NORTECH* provides professional services. Nothing in this Agreement shall be construed to constitute an express or implied warranty, including but not limited to any warranty of merchantability or fitness for a particular use.
7. **General Liability Limitation:** *NORTECH* agrees to indemnify and hold you harmless on account of liability due to bodily injury or property damage caused by *NORTECH*'s negligent operational acts, but *NORTECH*'s liability under this indemnity and hold harmless obligation will be limited to the coverage available under *NORTECH*'s comprehensive general liability insurance. At your request, *NORTECH* will purchase additional limits of liability insurance that you may require, as a separate cost to be borne by you.
8. **Professional Liability Limitation:** *NORTECH*'s liability arising in connection with this Agreement for breach of contract, and negligent acts, errors, or omissions in the performance of professional services hereunder, shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) or *NORTECH*'s total invoice amount, whichever is greater, for injuries or loss to you or for which you become legally liable, including any claims for costs of defense or other incurred costs. If you are unwilling or unable to limit *NORTECH*'s professional liability to these sums, *NORTECH* will negotiate the amount of limitation and its cost. You must notify *NORTECH* in writing at the time you accept *NORTECH*'s proposal your intention to so negotiate the amount of limitation and its costs. Absent prior written agreement, *NORTECH* will proceed on the basis that its total liability is limited to \$25,000 or its total invoice, whichever is greater.
9. **Indemnification:** To the fullest extent permitted by law, you agree to defend, indemnify, and hold *NORTECH*, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to *NORTECH*'s performance of this agreement, any reports, *NORTECH*'s presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property except to the extent any such claim alleges sole negligence or intentional misconduct on the part of *NORTECH*, its agents, subcontractors, or employees.
10. **Access/Utilities/Site Conditions:** It is your responsibility to obtain any necessary authorization for *NORTECH* to have access to the property and any buildings required to perform the contracted services. It is also your responsibility to provide *NORTECH* with the location of underground utilities. You hereby agree to assume responsibility for personal injury and



property damage due to *NORTECH's* interference with subterranean structures such as pipes, tanks and utility lines that are not correctly shown on the documents you have provided. You agree to provide *NORTECH* with all information in your possession, which relates to the presence of hazardous substances on the site. To the extent required by law, you shall report regulated conditions, including, without limitation, the discovery of releases of hazardous substances, at the site to the appropriate public authorities in accordance with applicable laws.

NORTECH's scope of work has been developed on the basis of site conditions you have disclosed. If hazardous materials are encountered at the site during the course of work, under conditions other than those disclosed by you, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered, and that this Agreement shall immediately become subject to renegotiation or in the sole discretion of *NORTECH*, subject to suspension or termination.

Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and below the test explorations. Therefore, a report based on test borings, test pits, or other exploration method cannot guarantee the nature of the subsurface conditions between and below the test explorations.

11. **Disposition of Samples and Equipment:** *NORTECH* shall not retain any soil, water, or other material samples after analysis has been completed unless agreed to otherwise. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal or state statutes, regulation, or ordinances, *NORTECH* will return such samples to you if these samples require specific disposal methods, which are not covered under analytical services. You hereby agree to pay costs associated with the storage, disposal, transport and disposal of samples and materials and recognize and agree that *NORTECH* is acting as a bailee and at no time assumes title to said waste. All laboratory and field equipment contaminated in performing our services will be decontaminated, or disposed of and replaced, at your expense.
12. **Reports, Recommendation, and Ownership of Documents:** Reports, recommendations, and other materials resulting from *NORTECH's* efforts are intended solely for purposes of this Agreement; any reuse for purposes outside of this Agreement or any failure to follow *NORTECH's* recommendations, without written permission, shall be at the user's sole risk. You agree to furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by *NORTECH* for proper performance of its services. *NORTECH* may rely upon client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Documents you have provided will remain your property. All reports, field notes, calculations, estimates and other documents which are prepared by *NORTECH* as instruments of service shall remain *NORTECH's* property and *NORTECH* shall retain copyrights to these materials. *NORTECH* will retain all pertinent records relating to services performed for a period of three years following submission of a report, during which period the records will be made available to you at all reasonable times.
13. **Force Majeur:** Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
14. **Other Provisions:** It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party. The laws of the State of Alaska shall govern this Agreement. An opinion of construction cost prepared by *NORTECH* represents *NORTECH's* judgment as a design professional and is supplied for your general guidance only. Since *NORTECH* has no control over the cost of labor and material, or over competitive bidding or market conditions, *NORTECH* does not guarantee the accuracy of its opinion, compared with other sources such as a contractor's bid of actual cost to the owner.
15. **Disputes Resolution:** Any controversies or claims arising out of or relating to this Agreement, or breach thereof, which exceed \$25,000 in value, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. **Termination:** Either party may terminate this Agreement by seven (7) days written notice of substantial failure of performance. If this Agreement is terminated, it is agreed that *NORTECH* shall be paid for labor performed and direct expenses expended prior to the termination notice date.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: February 28, 2013

Agenda Item: V. k. **Appointment to the Salmon/Herring Vessels Seat on the Kodiak Fisheries Advisory Committee and Declaring the ADF&G Advisory Committee Seat Vacant**

SUMMARY: In 2007, the City and Borough formed a joint Kodiak Fisheries Advisory Committee to provide recommendations to both the City Council and Borough Assembly on fisheries issues and to provide a forum in which to discuss Kodiak's many fisheries and marine-related resource issues. In 2011, the committee was restructured to reduce the committee to eleven seats and allow for a meeting quorum of six members. The eleven voting seats include Pot Vessels, Trawl Vessels, Longline Vessels, Jig Vessels, Salmon/Herring Vessels, Processors, Crewmembers, Conservation, Community, ADFG Advisory Committee, and Lodge/Charter Boat Operator. The four non-voting/ex-officio seats remained the same with the exception that, if a member was elected to one of the ex-officio seats and also holds a voting seat, they would remain a voting member. The resolution also included the provision that allows future appointments to KFAC be made by motion. Oliver Holm, who was previously appointed to the ADF&G Committee seat, has requested appointment to the Salmon/Herring Vessels seat. At its February 7, 2013, meeting the Borough Assembly approved the vacation of the KFAC ADF&G seat and confirmed Mr. Holm's appointment to the Salmon/Herring Vessels seat. Since KFAC is a joint committee, the City Council needs take the same action if it desires to grant Mr. Holm's request.

PREVIOUS COUNCIL ACTION:

- January 2006, the City Council and Borough Assembly established the Gulf of Alaska Groundfish Rationalization Task Force (City Resolution No. 06-02).
- May 2007, the City Council and Borough Assembly rescinded its previous resolutions and established the Kodiak Fisheries Advisory Committee (City Resolution No. 07-17).
- May 2007, the City Council and Borough Assembly rescinded its previous resolutions and re-established a Joint Fisheries Advisory Committee, which provided for future appointments to be made by motion (City Resolution No. 2011-04).
- December 2011, the City Council appointed Councilmember Haines to the City Council representative seat via motion.

DISCUSSION: At the May 26, 2011, Council meeting, the Council adopted Resolution No. 2011-14, which re-established a joint Kodiak Fisheries Advisory Committee (KFAC). The resolution reduced the committee to 11 voting seats and four non-voting/ex-officio seats, Resolution No. 2011-14 also

provided for future appointments to be made by motion. On January 11, 2013, KFAC Facilitator Trevor Brown notified the Borough Clerk's Office that Mr. Oliver Holm, who served as representative for the KFAC ADF&G Advisory Committee seat, had requested appointment to the KFAC Salmon/Herring Vessels seat. The Borough Assembly approved the vacation of the KFAC ADF&G seat and appointed Mr. Holm to the Salmon/Herring Vessels seat at its February 7 meeting.

CITY MANAGER'S COMMENTS: Oliver Holm has served as the ADF&G representative to KFAC and has requested appointment to the Salmon/Herring Vessels seat, which is vacant. The Borough appointed Mr. Holm to the Salmon/Herring Vessels seat at its February 7 meeting. Based on the provisions of Resolution No. 2011-14, the Council may appoint KFAC representatives by motion.

ATTACHMENTS:

- Attachment A: Trevor Brown Email
- Attachment B: KFAC Member List
- Attachment C: Resolution No. 2011-14

PROPOSED MOTION:

Move to declare the ADF&G Advisory Committee Seat vacant and appoint Oliver Holm to the Salmon/Herring Vessels Seat on the Kodiak Fisheries Advisory Committee.

Nova Javier

From: Trevor Brown <Trevor@Kodiak.org>
Sent: Friday, January 11, 2013 1:16 PM
To: Nova Javier
Subject: RE: Kodiak Fisheries Advisory Committee

Nova,

Oliver Holm would like to put his name in for the Salmon Herring seat. He is currently a member as the ADF&G Advisory Committee representative, but I believe his term is almost up for them. Let me know what we need to do to get him transferred to that seat by the city and borough.

Thank you,

Trevor Brown
Executive Director
Kodiak Chamber of Commerce
100 E. Marine Way, Ste 300
Kodiak, AK 99615
(907) 486-5557

-----Original Message-----

From: Nova Javier [<mailto:njavier@kodiakak.us>]
Sent: Friday, January 11, 2013 1:09 PM
To: Trevor Brown
Subject: Kodiak Fisheries Advisory Committee

-----Original Message-----

From: Trevor Brown [<mailto:Trevor@Kodiak.org>]
Sent: Friday, January 11, 2013 12:39 PM
To: Nova Javier
Subject: Kodiak Fisheries Advisory Committee

Nova,

Can you send me over your list of members of the KFAC? I just want to verify we have the same members and open positions.

Thank you,

Trevor Brown
Executive Director
Kodiak Chamber of Commerce
100 E. Marine Way, Ste 300
Kodiak, AK 99615
(907) 486-5557



KODIAK ISLAND BOROUGH / CITY OF KODIAK

KODIAK FISHERIES ADVISORY COMMITTEE



NAME	HOME PHONE	WORK PHONE	FAX NO.	CELL PHONE	EMAIL
Pot Vessels					
Jeffrey Stephan PO Box 2917 Kodiak, AK 99615	486-4568	486-3453	486-8362		jstephan@ptialaska.net
Longline Vessels					
Chris Holland 1530 E. Kouskov St. Kodiak, AK 99615	486-3764				pomega@gci.net
Jig Vessels					
Alexus Kwachka 326 Cope Street Kodiak, AK 99615					nopoint@gci.net
Crewmembers					
Steve Branson PO Box 451 Kodiak, AK 99615	486-1098			539-5610	bransons@alaska.net
Terry Haines (Alternate)					yohaines.kodiak@gmail.com
Processors					
Julie Bonney PO Box 788 Kodiak, AK 99615		486-3033	486-3461		jbbonney@gci.net
ADF&G Advisory Committee					
Oliver Holm PO Box 3865 Kodiak, AK 99615	486-6957				chicken@gci.net
Conservation Community					
Theresa Peterson 1850 Three Sisters Kodiak, AK 99615	486-2991			539-1927	theresa@akmarine.org
Trawl Vessels					
Al Burch PO Box 884 Kodiak, AK 99615	486-5238	486-3910			alaska@ptialaska.net
Salmon/Herring Vessels					
Vacant					
Lodge Charter Boat Operators					
Chris Fiala 1315 Larch Street Kodiak, AK 99615	486-5380			654-5380	gofishin@ak.net
Community Representative					
Lee Robbins PO Box 1426 Kodiak, AK 99615	486-2766			539-8866	fish@adventuresinkodiak.com

Roster continued on the next page....



KODIAK ISLAND BOROUGH / CITY OF KODIAK

KODIAK FISHERIES ADVISORY COMMITTEE



NAME	HOME PHONE	WORK PHONE	FAX NO.	CELL PHONE	EMAIL
Assembly Representative					
Louise Stutes 2230 Monashka Way Kodiak, AK 99615	486-8757				louise.stutes@kibassembly.org
City of Kodiak Representative					
Terry Haines 724 Hillside Kodiak, AK 99615	942-0365	942-0365		942-0365	yohaines.kodiak@gmail.com council@city.kodiak.ak.us
Other Contacts:					
Jack Hill					jp7hills@att.net
Jeremie Pikus					jpikus@msn.com
Dale Christofferson					crisco@ptialaska.net
Duncan Fields					dfields@ptialaska.net
Jerry Bongen					jbongen@mac.com
Joe Sullivan					jsullivan@mundtmac.com
Amy Kniaziowski					akniaziowski@city.kodiak.ak.us
Matt Moir					mmoir@npsi.us
Mike Martin - Brechan Enterprises					mrmartin@qci.net

STAFF:

TREVOR BROWN (FACILITATOR) 486-5557 trevor@kodiak.org

KODIAK CHAMBER OF COMMERCE
100 EAST MARINE WAY
SUITE 300
KODIAK, AK 99615

Revision Date: 11/19/2012
Revised by: JK
Page 418 of 476

**CITY OF KODIAK
RESOLUTION NUMBER 2011-14**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RESCINDING RESOLUTION NO. 07-17 AND RE-ESTABLISHING A JOINT KODIAK FISHERIES ADVISORY COMMITTEE

WHEREAS, Resolution No. 07-17 established a Joint Kodiak Fisheries Advisory Committee; and

WHEREAS, the purposes of the Kodiak Fisheries Advisory Committee are to provide recommendations, when appropriate, to the Kodiak City Council and Kodiak Island Borough Assembly regarding a Kodiak position on fisheries issues and to provide a forum for interested parties to discuss and, to the degree possible, reach consensus of fisheries issues affecting Kodiak's fishermen, processors, businesses, and residents; and

WHEREAS, the term of Kodiak Fisheries Advisory Committee appointments shall be three years provided that appointees terms shall extend until their replacements are named; and

WHEREAS, appointment to the Kodiak Fisheries Advisory Committee confers no rights or authority other than to make recommendations to the Kodiak City Council and Kodiak Island Borough Assembly concerning State and Federal fisheries management actions, which the Kodiak City Council and Kodiak Island Borough Assembly may accept or reject at their sole discretion; and

WHEREAS, representatives of the Kodiak City Council, Kodiak Island Borough Assembly, Kodiak residents serving on the North Pacific Fishery Management Council, the North Pacific Council's Advisory Panel, and the Alaska Board of Fisheries are ex-officio non-voting members of the Kodiak Fisheries Advisory Committee; and

WHEREAS, Kodiak Fisheries Advisory Committee members have the authority to designate an alternate prior to a meeting if the member cannot attend; and

WHEREAS, the Kodiak Fisheries Advisory Committee has the authority to develop procedures for calling and conducting Committee meetings, determining the Committee's position on issues, and resolving other Committee organizational matters; and

WHEREAS, the 17 seats on the Committee make it harder for the Committee to establish quorum; and

WHEREAS, on February 22, 2011, the Kodiak Fisheries Advisory Committee reviewed the make-up of the Committee, looked at options to increase efficiency, and recommended the following changes:

- Remove the "Large" and "Small" designations and make one seat for each sector.

- Reduce the “Business Community”, “Kodiak Rural Communities”, and “Citizen at Large” seat to one “Community” seat.

This would reduce the committee to eleven seats, leaving the following seats as voting members, and would allow for a quorum to be met with six members present.

Pot Vessels – Jeffery Stephan	Crewmembers – Steve Branson
Trawl Vessels – Al Burch	Conservation Community – Theresa Peterson
Longline Vessels – Chris Holland	Community – Lee Robbins
Jig Vessels – Alexis Kwachka	ADFG Advisory Committee – Oliver Holm
Salmon/ Herring Vessels – OPEN	Lodge/Charter Boat Operators – Chris Fiala
Processors – Julie Bonnie	

Non-voting/ex-officio seats would remain the same with the following. If a member is elected to one of these seats and also holds one of the voting seats above they would remain a voting member.

NPFMC Council Member(s) – Duncan Fields
 NPFMC Advisory Panel Member(s) – Alexis Kwachka, Theresa Peterson, Matt Moir
 Kodiak City Council Representative – Gabriel Saravia
 Kodiak Island Borough Assembly Representative – Sue Jeffrey

The committee is also going to work on filling the Salmon/Herring Vessels and Community seats. The above seats and their representatives are only a recommendation. Some of these members currently hold the seat, some were recommended to different seats, and some would be new members; and

WHEREAS, the City of Kodiak and the Kodiak Island Borough desire to continue to make joint appointments to vacant and/or vacated seats; and

WHEREAS, the Kodiak Island Borough Assembly adopted a similar resolution at their May 5, 2011, regular meeting; and

WHEREAS, the City of Kodiak desires to appoint future members to the Kodiak Fisheries Advisory Committee via motion.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution No. 07–17 is rescinded and the recommendation of the Kodiak Fisheries Advisory Committee to reduce the committee seats as stated in this resolution is approved.

BE IT FURTHER RESOLVED that the above individuals named are appointed through this resolution and any future appointments to the Committee shall be made via motion.

CITY OF KODIAK

Caryn Floyd
MAYOR

ATTEST:

Debra Martin
CITY CLERK

Adopted: May 26, 2011



MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager
Debra Marlar, City Clerk *DM*
Date: February 28, 2013

Agenda Item: V. I. Appointment to the Parks and Recreation Advisory Board

SUMMARY: One alternate seat remains open on the Parks and Recreation Advisory Board. Amy Fogle has submitted an application for re-appointment to the board (Attachment A). Ms. Fogle previously held a regular position that expired in December 2012. 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 (Attachment C). There is no residency requirement for alternate positions. Appointments to the board are made by the Mayor and confirmed by the Council.

PREVIOUS COUNCIL ACTION: The Mayor has appointed and the Council has confirmed various appointments to this board as openings occur and applicants become available.

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

{Mayor Branson will make her appointment}

Parks and Recreation Advisory Board Open Seats

1 alternate seat ending December 31, 2013

Applicant: Amy Fogle

ATTACHMENTS:

Attachment A: Advisory Board Application From Amy Fogle
Attachment B: Parks and Recreation Advisory Board Member List
Attachment C: Resolution No. 2011–23

PROPOSED MOTION:

Move to confirm the Mayoral advisory board appointment to the Parks and Recreation Advisory Board as stated.

FEBRUARY 28, 2013
Agenda Item V. I. Memo Page 1 of 1



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



Advisory Board Application Form

Amy Fogle

NAME
486-3525 539-2535 486-3250 philfogle@hotmail.com
HOME TELEPHONE WORK TELEPHONE FAX EMAIL

1136 Wolkoff Lane
RESIDENCE (STREET) ADDRESS

Same KODIAK, AK 99615

MAILING ADDRESS
18 years 20 years
LENGTH OF RESIDENCE IN KODIAK LENGTH OF RESIDENCE IN ALASKA

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

On which boards are you interested in serving?
(Please list in order of preference)
Park & Rec. Advisory Board
Please list your areas of expertise and education that would benefit the boards for which you are applying.
Teaching Degree.
Teacher at KIBSD for 10 year
Coach at High School level

Community Activities: Active in many community activities, basketball, soccer, hockey, swimming to name a few.
Professional Activities: Stay at home mom.

Amy Fogle 1-30-13
SIGNATURE DATE

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

Revised: June 2009



Office of the City Clerk

710 Mill Bay Road, Room 216, Kodiak, Alaska 99615

PARKS AND RECREATION ADVISORY BOARD

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

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS	City/KIB
2013	Charlie Powers cpowers@koniag.com	512-0998	481-4130		Box 2291	B
2013	Marcus Dunbar mdunbar01@kibsd.org	486-0809	481-2214		1477 Selief Lane	C
2013	Natasha Hayden nhayden@dowlhkm.com	486-5922	512-0519		305 Neva Way	B
2013	Derrick Magnuson dmagnuson72@hotmail.com derrick.j.magnuson@uscg.mil	486-5771	487-5615		217 Murphy Way	C
2015	Helm Johnson helm@rideakimbo.com	539-5014	539-5014	866-510-1563	PO Box 261	C
2015	Jim Willis jawdawg@gci.net James.B.Willis@uscg.mil	486-3678	487-5391	487-5275	1516 Ismailov St.	C
2015	John Butler jbjhs@ptialaska.net	486-4604	486-3706	486-2497	PO Box 2610	C
2013 Alternate 1	Ryan Murdock boneyardsurfing@gmail.com		486-2316		3272 Mill Bay Rd.	N/A
2013 Alternate 2	Vacant					N/A
2013 USCG	Andrew Brown andrew.s.brown@uscg.mil	520-2012	487-5320 x. 202	487-5334	606 Lookout Dr.	N/A
Student	VACANT					

Regular terms expire December 31 (three-year terms)

Alternate terms expire December 31 (one-year terms)

USCG term set at appointment

Student term set at appointment

Legislation

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

Appointments

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

**CITY OF KODIAK
RESOLUTION NUMBER 2011–23**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RESCINDING
RESOLUTION 04–25 AND RE-ESTABLISHING A PARKS AND RECREATION
ADVISORY BOARD**

WHEREAS, the City of Kodiak re-established a Parks and Recreation Advisory Board by Resolution 04–25; and

WHEREAS, it is the Council’s desire to encourage membership on the Board that represents the ethnic and cultural diversity of residents both inside and outside the Kodiak city limits.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution 04–25, is hereby rescinded.

BE IT FURTHER RESOLVED as follows:

- Section 1.** A board is hereby re-established which shall be known as the Parks and Recreation Advisory Board.
- Section 2.** The board shall meet with the Council by invitation, the City Manager, representatives of the Parks and Recreation Department, and/or members of the community as necessary to discuss recreation-related issues. The board shall meet not less than four times in any one calendar year.
- Section 3.** Appointment to the board shall be made by the Mayor and confirmed by the Council.
- Section 4.** Membership reflecting cultural and ethnic diversity shall be as follows:
- a. Four regular members from residents within the Kodiak City limits
 - b. Three regular members from residents inside or outside the Kodiak City limits
 - c. Two alternate members
 - d. One United States Coast Guard representative (ex-officio)
 - e. One student representative (ex-officio)

Appointments other than ex-officio members shall be staggered three-year terms and shall end December 31 at the expiration of the term. Four regular members who reside within the Kodiak City limits and three regular members who reside outside the Kodiak City limits, but within the Kodiak Island Borough, shall be appointed. If a City member ceases to reside within the City, that member shall thereupon cease to hold a position on the Parks and Recreation Advisory Board and may reapply for a non-City resident seat when available. The alternate members shall be designated as Alternate No. 1 and Alternate No. 2 and shall not be subject to City residency requirements. In the absence of a regular member, Alternate No. 1 shall have the right to vote on issues before the board. In like manner, the absence of a second regular member confers the same right to Alternate No. 2. The US Coast Guard representative

appointment shall be based on the recommendation of the Commanding Officer of the USCG Integrated Support Command Kodiak. The student representative appointment shall be based on the recommendation of the Kodiak High School Student Council. The terms for the USCG representative and student representative shall be set at the time of appointment. The board's initial composition shall consist of the membership of the board in effect on January 1, 2011, who shall serve for their appointed terms.

Section 5. The Mayor, Council, City Manager, and any Parks and Recreation Department staff members designated shall serve as consulting members of the board, in addition to those appointed, and may attend all meetings, but shall not vote.

Section 6. A Chairperson, Vice Chairperson, and Secretary shall be selected annually by and from the regular members.

Section 7. Proceedings of the board shall be open to the public and permanent minutes shall be kept of the proceedings. The minutes shall record the vote of each member upon every question and the original of such minutes shall be immediately filed in the office of the City Clerk and shall be a public record open to inspection. Every decision or finding shall be directed to the City Council, via the City Clerk, at the earliest possible date.

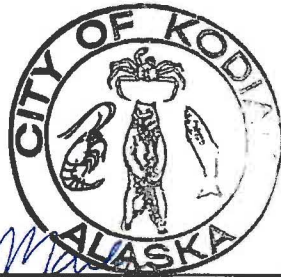
Section 8. The board shall establish by-laws to govern the conduct of its proceedings, a copy of which shall be filed with the City Clerk. The current edition of *Robert's Rules of Order, Newly Revised* shall be the board's parliamentary authority.

Section 9. The board shall not have direct power to affect policy determinations, but shall be able to make recommendations to the City Council through the City Manager. Said recommendations may evolve into policy decisions of the City Council affecting matters relating to Parks and Recreation. The board shall consider any specific proposal, problem, or project as directed by the City Council through the City Manager.

Section 10. The board shall be in effect until terminated by the City Council.

ATTEST:


CITY CLERK



CITY OF KODIAK


MAYOR

Amended and Adopted: August 25, 2011