

**CITY COUNCIL—BOROUGH ASSEMBLY  
JOINT WORK SESSION AGENDA**

**Tuesday, May 28, 2013  
Assembly Chambers  
7:30 p.m.  
(City Chairing)**

*Joint work sessions are informal meetings of the City Council and Borough Assembly where elected officials discuss issues that affect both City and Borough governments and residents. Although additional items not listed on the joint work session agenda are sometimes discussed when introduced by elected officials, staff, or members of the public, no formal action is taken at joint work sessions and items that require formal action are placed on a regular City Council and/or Borough Assembly meeting agenda. Public comments at work sessions are NOT considered part of the official record. Public comments intended for the "official record" should be made at a regular City Council or Borough Assembly meeting.*

1. Public Comments (limited to 3 minutes each)
2. Fisheries Update.....No Backup
3. Joint Resolution on Fishery Work Group's Scope and Authority .....No Backup
4. Composting Update .....1
5. St. Paul Plaza Sculpture Discussion.....2
6. Animal Control .....4

# **Biosolid Composting Project Progress Report**

## **May 2013**

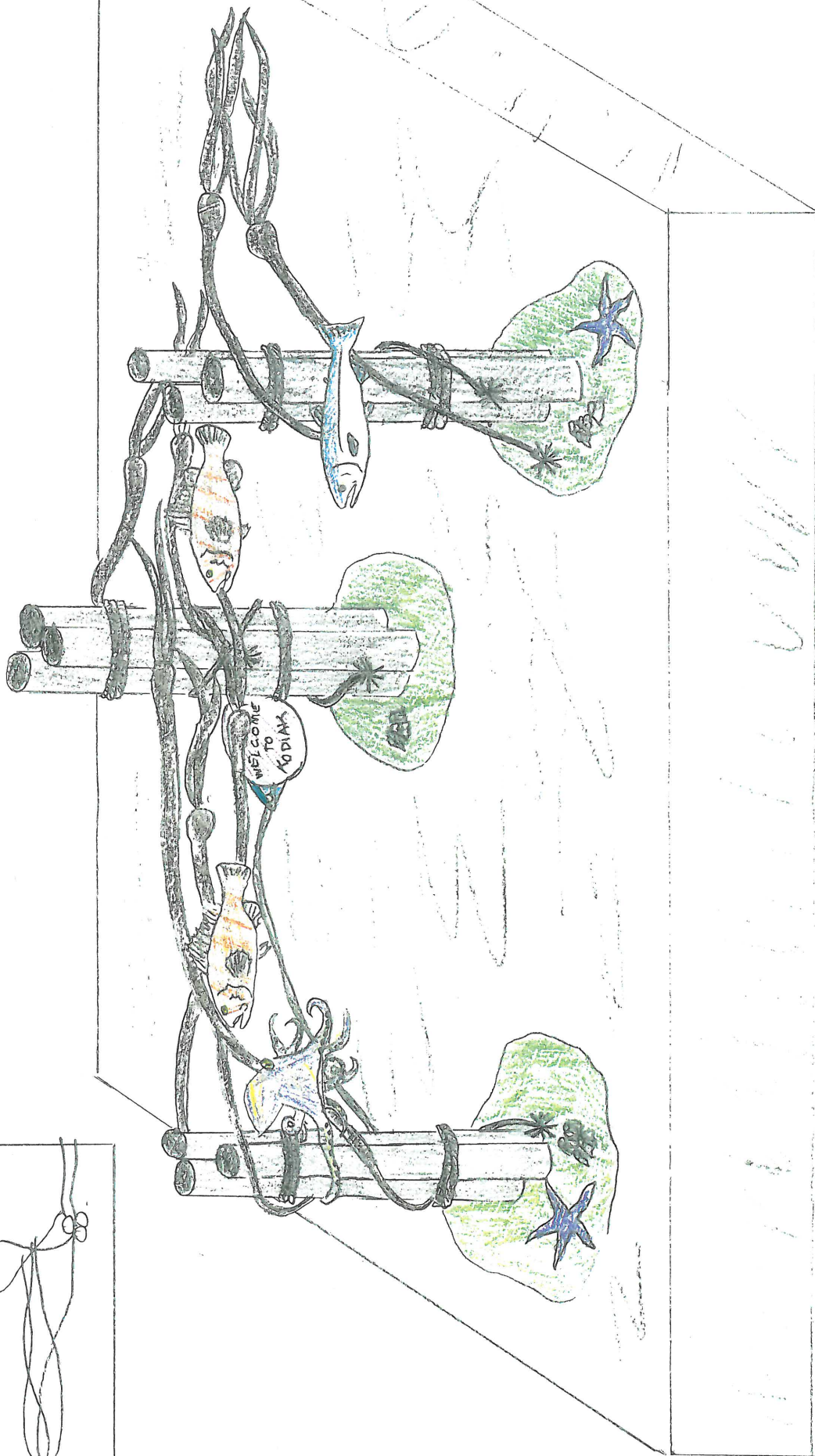
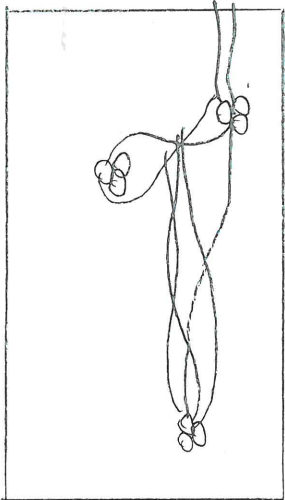
### **Progress of Compost B Production at Landfill**

- December 2012
  - KIB received approval from DEC authorizing temporary composting of Class B biosolids at the landfill
  - KIB Assembly approved license agreement with City for land use to temporarily operate Class B composting operation at landfill
  - City obtained an approved license agreement with KIB to lease land at the landfill to produce Class B compost for a period from December 28, 2012 through August 15, 2013
- First batch of Class B compost made at the landfill site on January 3, 2013
- February 2013, City Council meeting with CH2MHILL to review history of biosolid disposal issues, disposal options considered, including costs of operations and costs to ratepayers; received presentation from composting expert Todd Williams on benefits of composting biosolids, successful composting programs in North America, and various composting plant designs
- Continued discussion with CH2MHill and KIB staff about process for lease of area within the landfill boundary for future Class A EQ composting facility
- May 2, 2013, meeting between City and KIB staff, the Borough Mayor, and CH2MHill engineers Todd Williams and Floyd Damron to discuss best planning for extension of the existing short-term land use agreement, elements of a long-term land lease agreement for a Class A EQ composting site at the “South Dump Site,” and public outreach and education; discussed need to extend short-term land use agreement due to expire on August 15, 2013
- Based on May 2 meeting, Public Works submitted utility permit application to DOT to install water line to landfill lease area so work will be completed before DOT paving project begins in July or August
- Public Works submitted a driveway permit application to DOT for consideration prior to DOT paving project
- Public Works submitted completed Title 18 administrative request form to KIB’s Community Development Department for review by P&Z at July 17 meeting
- City to survey long-term lease area as soon as boundary between the landfill and preferred lease site (South Dump Site) is identified by KIB staff
- City and KIB staff meeting to prepare draft of long-term lease of property at South Dump Site as Class A EQ composting site for approval by Assembly and City Council
- City staff working to develop contract for a public outreach and information campaign process for City and KIB officials, area residents, and public

### **Engineering and Design**

- City is requesting a proposal from CH2MHill for engineering and design for composting facility; contract to be phased to allow evaluation of design options as progress is made; (Goal to be able to begin composting Class A EQ as soon as permitted)
- Developing plan with CH2MHill for City and KIB officials to visit successful composting sites to understand operations and select preferred design elements for Kodiak project
- Prepare preliminary design and model impacts of operations at proposed site

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11

Natasha Hayden  
PO Box 8085  
Kodiak, AK 99615  
July 27, 2011



The Honorable Carolyn Floyd, Mayor of Kodiak  
and Members of the Kodiak City Council  
Kodiak City Hall  
710 Mill Bay Road  
Kodiak, Alaska 99615

Dear Mayor Floyd and Members of the City Council:

It has come to our attention that the wooden sculptures that were located in the downtown area plaza had deteriorated to the point where they had to be removed.

Our board has recently been contacted by two separate individuals who are interested in creating a sculpture to replace them. The first is Mark Witteveen, a well known local artist who creates superb works out of metal and should be a candidate for replacing the artwork. The second is a chainsaw wood carver named Jamie Rothenbuhler from the mainland of Alaska. He contacted the Parks & Recreation department to express an interest in creating a wooden sculpture to fill the void.

Mark Witteveen presented a conceptual sketch of an Alaskan undersea sculpture to our board during our meeting on June 2. At the time we made a resolution to endorse Mr. Witteveen and make a recommendation that he be contracted to do the work. Since that time we have been made aware of Mr. Rothenbuhler's desire to also be contracted to create a replacement sculpture.

We respectfully request that the City of Kodiak consider hiring an Alaskan artist to create a sculpture for the St. Paul Plaza that would fill a huge void in the downtown area and represent the essence of our community

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Natasha M. Hayden".

Natasha M. Hayden  
COK Parks & Recreation Advisory Board, Chairman

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

THIS AGREEMENT is made and entered into by and between the KODIAK ISLAND BOROUGH, hereinafter "KIB" and the CITY OF KODIAK, hereinafter "CITY," in consideration of the mutual promises contained herein and shall be effective on the day, month, and year last herein specified.

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

WHEREAS, the KIB wishes and is authorized to contract for animal control service by Kodiak Island Borough Subsection 6.04.150(C); and

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

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

**Section 1. DEFINITIONS.**

In this contract:

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

**Section 2. SCOPE OF SERVICES.**

- A. The CITY shall provide personnel, supplies, equipment, and a facility to perform those animal control services set forth in this contract.
- B. No services other than those specifically described in this contract will be provided. The CITY may, however, at its own expense provide such other services as are appropriate and not inconsistent with this contract.

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

- A. The CITY shall employ Animal Control Officer(s) who shall respond to complaints in the following priority: (1) Kodiak Police Department and Alaska Troopers emergency calls; (2) quarantine violations; (3) dog bites or vicious dogs; (4) injured animals; (5) cruelty to animals; (6) trapped animals; (7) loose animals; (8) animal noise complaints; and (9) patrol of neighborhoods experiencing animal nuisance problems.
- B. The CITY shall assign Animal Control Officer(s) to patrol Monashka Bay, Spruce Cape, and Bells Flats on a regular basis. The CITY shall also assign Animal Control Officer(s) to serve Chiniak, and other remote areas on an emergency call basis.
- C. Animal Control Officer(s) shall issue citations for subject violations of the Animal Code, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations. Officers shall impound stray dogs and other animals which are subject to impoundment; when necessary, bring animals into the Animal Shelter under protective custody; enforce the quarantine of animals that have bitten persons; inspect, for sanitary conditions, premises where animals are kept; administer first aid to animals; participate in administrative hearings at the request of the Chief Animal Control Officer; and generally assist, in a professional manner, citizens and other law enforcement agencies who have requested help with animal problems.
- D. The CITY shall provide around-the-clock, seven-days-per-week telephone answering service to accept and record animal complaint and information calls from the public.
- E. The CITY shall use its best efforts to respond in a timely manner to all complaint calls of an emergency nature (e.g., vicious animals, cruelty to animals, trapped animals) received during working hours (Monday through Friday 8:30 a.m. to 4:30 p.m.). A timely response is one in which the Officer arrives not more than seventy-five (75) minutes after the request for service has been made.
- F. Scheduled patrol and non-emergency animal control officer-response service shall be made available to the public daily, with hours apportioned over a five-day week so as to provide coverage for the heaviest complaint periods. Periodic adjustments in the times covered may be made as necessary.

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

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

**Section 5. INSURANCE.**

- A. The CITY shall provide insurance coverage in the following amounts:
  - a. Workers' Compensation insurance as required by AS 23.30.045 or any other applicable statutes or regulations.
  - b. General Liability insurance with a minimum of \$10,250,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
  - c. Vehicle Liability insurance including applicable uninsured/underinsured coverage, with limits of liability of not less than a minimum of \$1,000,000 per occurrence combined single limit bodily injury and property damage.



B. The following shall be Additional Insureds: The KIB, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primarily to the KIB, and not contributing with any other insurance or similar protection available to the KIB, whether other available coverage be primary, contributing, or excess.

C. KIB and City each hereby releases and agrees to defend, indemnify, and hold the other party, elected and appointed officials, employees, contractors, and volunteers harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, injury, or death resulting to the indemnifying party's property, subcontractors, volunteers, or personnel, arising out of or in connection with the services, or the performance of this agreement, whether or not such loss, damage, injury, or death is alleged to be due to the act, omission, negligence (whether contributory, joint, or sole), fault or strict liability of the indemnified party.

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

D. A sixty (60) day Notice of Cancellation or Change, Non-Renewal, Reduction and/or Materials Change shall be sent to the KIB at the address indicated in Section 11 (Notices) of this agreement.

E. The CITY shall provide evidence of coverage to the KIB at the time that the contract is executed, as listed below:

- Two (2) copies of Certificate of Workers' Compensation Insurance
- Two (2) copies of Certificate of General Liability Insurance
- Two (2) copies of Certificate of Vehicle Liability Insurance

F. If any of the above coverage expires during the term of the contract, the CITY shall deliver renewal certificates and/or policies to the KIB at least ten (10) days prior to the expiration date.

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

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

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

**Section 6. LICENSING.**

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

**Section 7. CUSTOMER SERVICE.**

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

**Section 8. FEE COLLECTION.**

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

**Section 9. CONTRACT TERM.**

This contract is effective from the date of execution through June 30, 2011.

**Section 10. CONTRACT ADMINISTRATION AND MANAGEMENT.**

- A. The Chief Animal Control Officer shall administer this contract on behalf of KIB.
- B. The Kodiak City Manager shall administer this contract on behalf of the CITY.

**Section 11. NOTICES.**

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

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

CITY OF KODIAK  
City Manager  
710 Mill Bay Road #220  
Kodiak, AK 99615

**Section 12. INSPECTION AND RETENTION OF RECORDS.**

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

**Section 13. BUDGET AND REIMBURSEMENT OF EXPENSES.**

- A. Upon condition of satisfactory performance in all respects by the CITY and subject to the remainder of this section, KIB shall pay the CITY a sum of \$84,125, per year. The compensation shall be paid in semi-annual installments, July 1 and January 1.
- B. The CITY and KIB shall separately assume any legal costs associated with animal control enforcement within their respective areas of jurisdiction.
- C. The KIB shall be responsible for direct costs associated with the transportation, lodging, feeding, and veterinarian services for animals outside the CITY that cannot be transported by the Animal Control Officer and/or are not able to be lodged at the Kodiak Animal Shelter, provided prior written approval has been obtained from KIB.

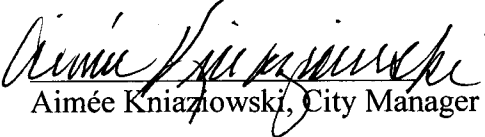
**Section 14. AMENDMENT OR TERMINATION.**

This Agreement will become effective July 1, 2010, and continue in force until June 30, 2011, except that, in addition to the termination provisions in Section 6.F. (Insurance), it may be terminated by either party upon thirty (30) days written notification to the other. This Agreement may be amended by written agreement of the parties.

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

CITY OF KODIAK

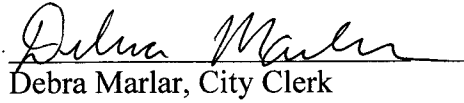
KODIAK ISLAND BOROUGH

  
Aimée Kniazowski, City Manager

  
Rick Gifford, Borough Manager

ATTEST:

ATTEST:

  
Debra Marlar, City Clerk

  
Nova Javier, Borough Clerk



## PROGRAM BUDGET SUMMARY

### ANIMAL CONTROL

#### Program Description

The Kodiak Island Borough contracts with the City of Kodiak to provide for Animal Control Services. The goal of the program is to have this officer patrol all neighborhoods to address loose dogs and cats, investigate nuisance animals and to operate a shelter to house them. A contract is entered into with the city which provides the Patrol Officer, the vehicle, and the shelter (which is contracted to the Humane Society of Kodiak<sup>1</sup>). This arrangement works for 99.9% of the cases, but does not work for large animals such as horses. The Borough has contracted in the past with the Kodiak State Fair and Rodeo Association to hold large animals until any issue is resolved. This position and the Borough's Enforcement Officer will work closely on some cases.

#### Goals

- Perform periodic patrols outside the City of Kodiak to impound loose dogs, cats and horses in the borough.
- Respond to citizen complaints outside the City of Kodiak regarding animal nuisances, dangerous animals and animal cruelty.
- Encourage compliance with borough pet licensing program and leash requirements where and when applicable.
- Ensure that impounded animals are current on rabies vaccinations before being released back to the public.
- Provide a humane shelter for impounded animals until they can be re-united with their owners.
- Provide a humane shelter for surrendered or abandoned animals until they can be put up for adoption.

#### Objectives for 2013-2014

- Reinststate the KIB Animal Control Program by contracting with the City of Kodiak for those services.
- Maintain statistics for animal nuisance citations, impoundments and sheltering that are generated from the borough jurisdiction.

#### Significant Budget Changes

This program was reestablished FY2014. Past statistics indicate that nearly 300 pets were impounded in the borough during the last year that this program was active.

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<sup>1</sup> The Humane Society of Kodiak is a 501C3 that is locally organized and is not affiliated with the Humane Society of the United States.

**ANIMAL CONTROL**

	<b>EXPENDITURES</b>				
	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2013 Actual	FY 2014 Budget
Animal Control	<u>\$ 84,125</u>	<u>\$ -</u>	<u>\$ 28,000</u>	<u>\$ 28,000</u>	<u>\$ 85,000</u>
	<u><u>\$ 84,125</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 28,000</u></u>	<u><u>\$ 28,000</u></u>	<u><u>\$ 85,000</u></u>

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# Budget Worksheet Report

Account Number	Description	2010 Actual Amount	2011 Actual Amount	2012 Actual Amount	2013 Amended Budget	2013 Actual Amount	2014 Level 1	2014 Level 2	Calculated Column 1
<b>Fund</b>	<b>100</b>	<b>General Fund</b>							
<b>Department</b>	<b>186</b>	<b>Animal Control</b>							
<u>Contracted Services</u>									
444.110	Animal Control	\$84,125.00	\$84,125.00	\$0.00	\$28,000.00	\$28,000.00	\$85,000.00	\$85,000.00	\$0.00
Total: Contracted Services		\$84,125.00	\$84,125.00	\$0.00	\$28,000.00	\$28,000.00	\$85,000.00	\$85,000.00	\$0.00
Department Total: Animal Control		\$84,125.00	\$84,125.00	\$0.00	\$28,000.00	\$28,000.00	\$85,000.00	\$85,000.00	\$0.00

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