

City of Kodiak Regular Council Meeting Agenda for July 25, 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 July 11, 2013, Regular Council Meeting	1
III. Persons to Be Heard	
a. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
a. None	
V. New Business	
a. First Reading, Ordinance No. 1310, Amending Kodiak City Code 3.08.025, Allocation of Tax Proceeds, to Eliminate the December 31, 2013, Sunset Date for a Portion of the City Sales Tax	8
b. Resolution No. 2013–23, Authorizing Payment of Fiscal Year 2014 Nonprofit Organization Grants	14
c. Resolution No. 2013–24, Requesting the Governor and Legislature to Develop a Long-Term Solution to Ensure Full and Uninterrupted Ferry Service to Kodiak	24
d. Authorization of Change Order No. 2 to Aleutian Homes Water and Sewer Phase V, Segment A, Project No. 7026/10-03	28
e. Authorization of Vehicle Purchase for Kodiak Police Department.....	34
f. Authorization of Ambulance Purchase	46
g. Authorization of Fire Truck Purchase.....	60
h. Authorization of Bid Award for Furniture, Fixtures, and Equipment for the New Library, Project No. 6012/12-02.....	68
i. Authorization of Document Production Equipment Lease	86
j. Authorization of Postage Machine Agreement.....	98
VI. Staff Reports	
a. City Manager	
b. City Clerk	
VII. Mayor’s Comments	
VIII. Council Comments	
IX. Audience Comments (limited to 3 minutes) (486-3231)	
X. Adjournment	

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, JULY 11, 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, Terry J. Haines, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Charles E. Davidson was absent. City Manager Aimée Kniazowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson 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 June 27, 2013, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Public Comments

None

IV. UNFINISHED BUSINESS

None

V. NEW BUSINESS

a. Resolution No. 2013–19, Establishing a Downtown Kodiak Revitalization Special Committee

Mayor Branson read Resolution No. 2013–19 by title. Mayor Branson was selected by the Rasmuson Foundation as one of several mayors to participate in the Aspen Institute’s September workshop on how to develop successful community projects that incorporate creativity and art in projects in public spaces. Projects presented by the mayors will be reviewed and discussed by a group of experts in their fields who will evaluate the projects and provide feedback on what type of opportunities they see in each project. This invitation may provide professional resources and tools to address the frustrations and concerns expressed by community members and downtown businesses recently and enhance the downtown area to make it attractive to businesses and users of the space.

Councilmember Walker MOVED to adopt Resolution No. 2013–19.

Councilmember Whiddon congratulated Mayor Branson for being selected to the Aspen Institute. He said that there are only seven mayors selected nationwide.

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

b. Resolution No. 2013–20, Authorizing the Issuance of a Permit to the Filipino-American Association of Kodiak for the Use of Public Property to Host Its Philippine Consulate Outreach Program

Mayor Branson read Resolution No. 2013–20 by title. The Filipino-American Association of Kodiak requested the use of the Teen Center on August 2 and 3, 2013, to host the consular outreach program during the visit of the Philippine Consulate General from San Francisco. The purpose of the visit is to provide consular outreach services to Filipino Americans in Kodiak. The Philippine Consulate will collect fees for services rendered, and the Filipino-American Association will also ask for donations from participants to help offset costs associated with the outreach program.

Councilmember Haines MOVED to adopt Resolution No. 2013–20.

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

c. Resolution No. 2013–21, Adopting the 2013 Comprehensive Economic Development Strategy

Mayor Branson read Resolution No. 2013–21 by title. The Kodiak Chamber of Commerce has been under contract with both the City of Kodiak and the Kodiak Island Borough to provide economic development planning to the community and island. Part of the Chamber's responsibility under the contract is to prepare a Comprehensive Economic Development Strategy (CEDS) for the City and Borough. Resolution No. 2013–21 documents the City's approval of the 2013 Kodiak Comprehensive Economic Development Strategy.

Councilmember Bishop MOVED to adopt Resolution No. 2013–21.

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

d. Resolution No. 2013–22, Authorizing the Issuance of a Permit to the American Cancer Society for the Use of the Teen Center for a Dance in Conjunction with Relay for Life Fundraising Activities

Mayor Branson read Resolution No. 2013–22 by title. This resolution authorizes issuance of a permit to the American Cancer Society for the use of the Teen Center on July 19 or 20, 2013, to host a dance for young people to raise awareness of cancer's impact and to raise funds in con-

junction with the annual Relay for Life event at the end of July. The resolution also waives permit fees.

Councilmember Whiddon MOVED to adopt Resolution No. 2013–22.

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

e. Appointment to the Trawl Vessel Seat on the Kodiak Fisheries Advisory Committee

Trevor Brown, the facilitator of the Kodiak Fisheries Advisory Committee (KFAC), notified the City and Borough Clerks on May 9, 2013, that Al Burch wished to resign his seat as a trawl vessel representative on KFAC and suggested Kent Helligso be appointed to the seat. The Borough took action to confirm the change at their July 2, 2013, meeting. The City must also confirm the change, which can be done by a motion of the Council.

Councilmember Haines MOVED to confirm the appointment of Kent Helligso to the trawl vessel seat on the Kodiak Fisheries Advisory Committee.

Councilmember Haines thanked Al Burch for his service and welcomed Kent Helligso.

Councilmember Whiddon thanked Al Burch for his long standing commitment to KFAC and welcomed Kent Helligso.

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

VI. STAFF REPORTS

a. City Manager

Manager Kniaziowski attended the Planning and Zoning Commission's work session with Engineer Glenn Melvin and Public Works Director Mark Kozak to discuss the City's application for leased land for composting. She said she appreciated that the Planning and Zoning Commission and Kodiak Island Borough (KIB) have been supportive of this community project. The leased land application will be discussed at the KIB meeting on July 17, 2013.

Manager Kniaziowski met Bob Pederson, the new KIB Community Development Director, who worked for the KIB previously as a planner and is familiar with Kodiak.

Manager Kniaziowski said Sara Barton has agreed to work on a community outreach program for composting. She stated her familiarity with Kodiak will be very useful in this undertaking.

Manager Kniaziowski congratulated Craig Walton on his promotion to Public Works Maintenance Supervisor. Craig replaced Kris Lund, who retired after 25 years of service.

Manager Kniaziowski shared that the Alaska Redistricting Board has a proposed new redistricting plan and reviewed how Kodiak may be affected.

Manager Kniazowski said the Army Corp project engineers will be here next week for the harbor dredging project.

She said the Shelikof Street slide area is closed, and the crew will begin working on the repairs next week. The expected closure time will be five weeks. She thanked the businesses and individuals that have been affected by this closure for their patience.

Manager Kniazowski stated that the Aleutian Homes Phase Five project is 60 percent complete.

She informed the Council that the work on the baseball outfield has started and the excavation has begun, and she is working with Engineer Glenn Melvin to create a barrier for the excavation.

She highlighted that the Library project is moving forward as planned. Manager Kniazowski said they received two bids for furniture, fixtures, and equipment for the Library and will plan to move the award process forward at the next regular meeting.

b. City Clerk

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

Clerk Marlar let the public know the City needs election workers, which are paid positions. She noted the two-year Mayoral seat and two three-year Councilmember seats will be up for election in October. The candidate packets will be available in the Clerk's office on July 22, 2013.

VII. MAYOR'S COMMENTS

Mayor Branson thanked the Council for their support of the Downtown Revitalization Committee. She shared that Councilmember Bishop will also be a member and thanked him. The first meeting will be scheduled soon after consultation with Chief of Police T.C. Kamai on the downtown area.

Mayor Branson thanked Al Burch for his service on the Kodiak Fisheries Advisory Committee.

She stated the Multi-Cultural group will start up in the fall and will seek additional membership.

Mayor Branson congratulated Ben and Hazel Ardinger for their store's 50th anniversary and for their commitment, quality, and excellent customer service.

She commented on Kodiak's economic impact due to the Tustumena's third delay and will express her concerns to the state. She requested a resolution regarding Kodiak ferry service be drafted for the next meeting.

VIII. COUNCIL COMMENTS

Councilmember Bishop said he hoped everyone had a nice Fourth of July and requested that the general public pick up fireworks and trash on the beaches to keep the community clean. He

shared his support for the Downtown Revitalization Committee. He commented that the beautification process for downtown has been discussed for several years and, most importantly, he was pleased that progress can be made toward the economic development of Kodiak.

Councilmember Saravia thanked Al Burch for his wonderful service on the Kodiak Fisheries Advisory Committee. He gave a fisheries update.

Councilmember Whiddon congratulated Ben and Hazel Ardinger for their store's 50th anniversary. He commented on their great customer service. Councilmember Whiddon said he was concerned for the fishing industry and the economic impact on the Kodiak community of the Tustumena's third delay. He said that the Council should share their concern with the legislature. He shared that he received an invitation to participate in an association of retired USCG personnel, and he commented that there are 150 retired USCG personnel within the community. He stated that next month is USCG appreciation month and thanked them for their service.

Councilmember Haines thanked Mayor Branson for her energy, leadership, and development of the Downtown Revitalization Committee. He thought the timing was good for this committee to begin and compared his observation of Juneau's downtown area during his recent visit. He congratulated the Ardinger's on their store's 50th anniversary and their support of music displayed in their stores. He said he has bought his harmonicas at Ardingers for years. He also stated his concern for the Kodiak community regarding the Tustumena's third delay. He encouraged the public to wear their personal floatation devices.

Councilmember Walker congratulated Kris Lund on his retirement and congratulated Craig Walton as the new Maintenance Supervisor. He thanked Al Burch for his service on KFAC, and he thanked PND Engineers Inc. for their presentation this week. He thanked Manager Kniazowski for arranging this presentation.

IX. AUDIENCE COMMENTS

None

X. ADJOURNMENT

Councilmember Whiddon MOVED to adjourn the meeting.

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

The meeting adjourned at 8:04 p.m.

CITY OF KODIAK

MAYOR


ATTEST:

CITY CLERK

Minutes Approved:

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: July 25, 2013

Agenda Item: V. a. **First Reading, Ordinance No. 1310, Amending Kodiak City Code 3.08.025, Allocation of Tax Proceeds, to Eliminate the December 31, 2013, Sunset Date for a Portion of the City Sales Tax**

SUMMARY: There is language in the City's sales tax code that states the special allocations of sales tax currently appropriated to roads, parks, and harbor capital improvements will expire by December 31, 2013, unless extended or deleted. Staff discussed the implications of the sunset provision with Council at their July 9, 2013, work session, and Council voiced consensus to bring an ordinance forward to remove the sunset provision. This ordinance will amend sections (a) and (b) of KCC 3.08.025 to remove the sunset provision. If passed by Council, the new ordinance will go into effect in enough time to avoid implementation of the sunset provision on December 31, 2013. Therefore, staff recommends Council pass Ordinance No. 1310 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

PREVIOUS COUNCIL ACTION:

- Council adopted Ordinance No. 964, which dedicated a portion of sales taxes collected to fund road improvements and capital equipment, park construction and capital improvements, and port and harbor capital improvements on May 27, 1993.
- Council approved Ordinance No. 1155 on June 12, 2003, which extended the special two percent sales tax allocation to fund road improvements and capital equipment, park construction and capital improvements, and port and harbor capital improvements until December 31, 2013, unless further extended.
- Council reviewed and discussed the pending sunset provision to KCC 3.08.025 on July 9, 2013, and, by consensus, requested staff to bring a Code amendment forward to eliminate the sunset provision.

DISCUSSION: The Kodiak City Council initiated the City's first sales tax in 1956 to be used for boat harbor construction and streets. Since that time, the City has amended the sales tax code many times. The amendments that are of concern today are 1993 and 2003 ordinances that established three special revenue funds for capital improvements.

In 1993, Council adopted an ordinance that allocated a portion of the sales tax collected to special funds for roads, parks, and the harbor. The funds were identified for use in capital improvements and equipment purchases. The ordinance was in place for 10 years. In 2003, Council extended the special funding provisions through December 31, 2013, unless extended or eliminated by Council.

Staff brought the sunset provision forward at the July 9, 2013, work session and reviewed projected impacts in allowing the sunset provision to take effect. The \$1 million transfer from sales tax revenues to the special funds that occurs as a result of KCC 3.08.025 would go away. As a result, it would eliminate funding for the smaller capital projects for parks and street repair. In the future, these projects would have to compete for General Fund monies. The Harbor Department would also experience serious consequences if the funding provision ended, because they use the special funds to cover bond and loan expenses for their main enterprise funds. The City Attorney researched the issue, as well, and advised that the general sales tax rate would go from seven percent to five percent unless the sunset provision was extended or deleted. A reduction of this magnitude would eliminate the special revenue funding and, according to the Finance Director, could result in a major General Fund revenue loss of \$2.8-\$3 million, which would affect City services. Council voiced consensus that the sunset provision should be eliminated.

The attached ordinance is a simple remedy. It removes references to the sunset provision, which staff feels is in the best interest of the City and ensures the current levels of service and infrastructure can be maintained.

ALTERNATIVES:

1. Pass Ordinance No. 1310 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting. This is staff's recommendation based on the analysis of the impacts of letting the sunset provision kick in.
2. Delay or choose not to adopt Ordinance No. 1310, which is not recommended as it would have major impacts to the City's main source of revenue and would likely result in significant reductions in services and needed infrastructure maintenance.

FINANCIAL IMPLICATIONS: The adoption of Ordinance No. 1310 would maintain the same level of sales tax collected at seven percent and ensure service levels are maintained. It would also allow the continued allocation of a portion of the sales taxes to road, harbor, and parks capital improvements. Allowing the sunset provision to take effect would discontinue the special sales tax allocations to the three funds and reduce the City's main source of General Fund revenues by an estimated \$2.8-\$3 million.

LEGAL: The City Attorney was asked to review the code and history surrounding the sunset provision in KCC 3.08.025. He said the provisions applied to the collection of tax itself and that the general sales

tax rate as of January 1, 2014, would be reduced to five percent, if the sunset date wasn't removed or extended. He also drafted Ordinance No. 1310.

STAFF RECOMMENDATION: Staff recommends Council pass Ordinance No. 1310 in the first reading and advance to second reading and public hearing at the next regular or special Council Meeting.

CITY MANAGER'S COMMENTS: We researched this issue and believe it's important to remove the sunset provision. The impacts to allowing the provision to remain in the Code would be serious and have far reaching impacts to the City's ability to manage services, debt services, and infrastructure. I recommend Council adopt this ordinance in plenty of time to avoid any conflicts with the sunset date.

ATTACHMENTS:

Attachment A: Ordinance No. 1310

PROPOSED MOTION:

Move to pass Ordinance No. 1310 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

JULY 25, 2013
Agenda Item V. a. Memo, Page 3 of 3

**CITY OF KODIAK
ORDINANCE NUMBER 1310**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING
KODIAK CITY CODE 3.08.025, ALLOCATION OF TAX PROCEEDS, TO ELIMINATE
THE DECEMBER 31, 2013 SUNSET DATE FOR A PORTION OF THE CITY SALES
TAX**

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

Section 1: Kodiak City Code 3.08.025, Allocation of sales tax proceeds, is hereby amended to read as follows:

3.08.025 Allocation of sales tax proceeds. (a) One-sixth of the sales taxes collected under paragraph (b) of section 3.08.010 of this chapter and one-eleventh of the sales taxes collected under paragraph (a) of section 3.08.010 of this chapter shall be allocated to a separate fund or account to be appropriated and utilized solely for road improvements and capital equipment and for park construction and capital improvements, provided, however, that the total amount of sales taxes allocated to the foregoing fund with respect to any one fiscal year shall not exceed \$500,000. This tax ~~will be collected until December 31, 2013, unless further extended by the City Council and~~ is to be allocated as follows:

- (1) Ninety percent for road improvements and capital equipment;
and
- (2) Ten percent for park construction and capital improvements.

(b) One-sixth of the sales taxes collected under paragraph (b) of section 3.08.010 of this chapter and one-eleventh of the sales taxes collected under paragraph (a) of section 3.08.010 of this chapter shall be allocated to a separate fund or account to be appropriated and utilized solely for harbor capital improvements constructed by or on behalf of the city, provided, however, that the total amount of sales taxes allocated to the foregoing fund with respect to any one fiscal year shall not exceed \$500,000. This tax ~~will be collected until December 31, 2013, unless further extended by the City Council and~~ is to be allocated for port infrastructure maintenance, repair, replacement, and capital equipment.

(c) Five-elevenths of the sales taxes collected under subsection 3.08.010(a) shall be allocated to a separate fund or account to be appropriated and utilized solely for increased development of the tourist industry, and is to be allocated as follows:

- (1) Seventy percent or less to a council approved tourism program;
- (2) Twenty percent or more for tourism enhancement projects, such as beautification within the city, development of which shall be solely at the council's discretion; and
- (3) Ten percent for the administrative costs associated with such programs.

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

(d) The balance of sales taxes collected shall be deposited to the general fund of the city to be appropriated as determined by the council.

(e) There will be an annual public hearing scheduled to discuss the following fiscal year's priorities for the expenditures of the road and harbor dedicated sales tax revenues.

Section 2: This ordinance shall be effective 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 & Public Hearing:

Effective Date:

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

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: July 25, 2013

Agenda Item: V. b. Resolution No. 2013–23, Authorizing Payment of Fiscal Year 2014 Nonprofit Organization Grants

SUMMARY: Each year the City Council authorizes grant payments to local nonprofit organizations. The types and levels of funding are based on the City Council’s nonprofit funding policy guidelines adopted by Resolution No. 2011–10. The policy also stipulates the total amount available for nonprofit grants in a given fiscal year, which equals the maximum of one percent of budgeted general fund revenues, exclusive of any fund balance appropriations. The amount budgeted for FY2014 for nonprofit grant payments is \$158,800. The City received 17 applications from nonprofit organizations that provide services to Kodiak for a total requested amount of \$120,671. Council reviewed the applications at the July 9, 2013, work session and indicated support to award requested funding to all FY2014 applicants.

PREVIOUS COUNCIL ACTION:

- Adopted Resolution No. 2011–10 on April 28, 2011, which amended the City Council’s policy for the amount and distribution of annual grant funds to local nonprofit organizations.
- In May and June of 2011, Council amended the grant application form; added new criteria; and expressed the intent to review, score, and make award determinations. FY2012 grants were awarded based on the revised policy and the new grant application and review process.
- On July 9, 2013, Council reviewed FY2014 nonprofit grant applications and indicated support to fund the applicants at the amounts requested.

DISCUSSION: The FY2014 grant application forms were sent out in May to all local nonprofit agencies who received funding and/or requested an application. The grant application deadline was June 21, 2013, and all applications were received by the deadline.

The City received a total of seventeen applications from organizations with a total of \$120,671 requested. Of these organizations, 14 requested the same amount of funding as received last fiscal year (and consistent with Council’s policy of category maximums); two requested additional funding in categories not previously applied for, and one agency made a first-ever request.

Council reviewed and discussed the applications at their work session on July 9, 2013. They expressed intent to award the amounts requested for FY2014. They did, however, request additional information from the Red Cross as to how the requested grant funds would be spent in Kodiak. All applicants met the policy requirements and have filed financial reports as required. The total amount requested by the 17 applicants for FY2014 is \$120,671, as mentioned above.

ALTERNATIVES:

1. Adopt Resolution 2013–23 to appropriate FY2014 grant funds to local nonprofits, which is consistent with Council’s stated intent at their July 9, 2013, work session and is consistent with the funding policy.
2. Amend or do not adopt the resolution. These alternatives are not recommended as they are not consistent with Council’s policy or intent and would create unexpected hardships for local organizations that provide a variety of services to members of our community.

FINANCIAL IMPLICATIONS: This resolution will authorize funding in the amount of \$120,671 to the 17 applicants who applied for funds this fiscal year. This expense is consistent with Council’s policy, which set funding at an amount not to exceed one percent of budgeted general fund revenues, exclusive of any fund balance appropriations. The FY2014 operating budget for nonprofit grant funding was set at an amount up to \$158,800.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends the Council adopt Resolution No. 2013–23, authorizing payments of FY2014 nonprofit organization grants. The resolution is consistent with Council’s current policy and is within the maximum amount available per the policy in the FY2014 budget.

CITY MANAGER’S COMMENTS: The City Council continues to recognize the value of supporting the efforts of local nonprofits through grant funding, in-kind awards, and other types of support throughout the year. This year’s process went smoothly, applications were received on time, and the grant requests were all consistent with Council’s grant award program policy. During the July 9, 2013, review of the applications, Council discussed the intent to review the grant award policy at a future time. The Red Cross and Kodiak Football League provided additional information per Council’s request (Attachment D). I recommend Council adopt Resolution No. 2013–23.

ATTACHMENTS:

- Attachment A: Resolution No. 2013–23
- Attachment B: Policy Resolution No. 2011–10
- Attachment C: Nonprofit Grant Application Spreadsheet FY2007-FY2014
- Attachment D: Additional information from Red Cross and Kodiak Football League

PROPOSED MOTION:

Move to adopt Resolution No. 2013–23.

**CITY OF KODIAK
RESOLUTION NUMBER 2013-23**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK
AUTHORIZING PAYMENT OF FISCAL YEAR 2014 NONPROFIT ORGANIZATION
GRANTS**

WHEREAS, the City Council recognizes and supports local nonprofit organizations and has made provisions in the Fiscal Year 2014 budget for cash contributions to these organizations; and

WHEREAS, the City Council supports these nonprofit organizations because they supplement and complement services provided by the City; and

WHEREAS, several nonprofit organizations provide direct services to residents on behalf of the City government; and

WHEREAS, the funding criteria for cash grants to nonprofit organizations is based on the criteria established in Resolution No. 2011-10.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, hereby authorizes payment of the following nonprofit organization grants for Fiscal 2014:

General Fund-Non-Departmental Cash Contributions (Nonprofit Organization Grants)

Youth Recreation Programs

Hope Community Resources, Inc.	500
Kodiak Arts Council	2,500
Kodiak Football League.....	2,500
Kodiak Girl Scouts.....	2,500
Kodiak Kid Wrestling Club	2,500
Kodiak Little League	2,500
Kodiak Kingfishers Swim Club, Inc.....	2,500
Special Olympics, Kodiak	2,500

Adult Recreation Programs

Hope Community Resources, Inc.	5,000
Kodiak Arts Council	5,000
Kodiak Kid Wrestling Club	500
Kodiak Public Broadcasting	5,000
Senior Citizens of Kodiak, Inc.....	5,000
Special Olympics - Kodiak Area	5,000

**CITY OF KODIAK
RESOLUTION NUMBER 2011-10**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RE
SCINDING RESOLUTION NO. 05-20 AND ESTABLISHING FUNDING CRITERIA
FOR NONPROFIT GRANTS**

WHEREAS, the City Council recognizes and supports local nonprofit organizations and has historically made funding available to these organizations on an annual basis; and

WHEREAS, it has been determined that the appropriate total amount of City funds to grant to nonprofit organizations is a maximum of one percent of budgeted general fund revenues, exclusive of any fund balance appropriation; and

WHEREAS, City funds have been provided to nonprofit organizations that supplement and compliment the services provided to residents by the City; and

WHEREAS, it is the intent of the City Council to update this policy statement.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Kodiak, Alaska hereby establishes the following additional funding criteria for nonprofit grants provided by the City:

1. Organizations receiving funds must be legally recognized by the Internal Revenue Service.
2. Funding will be granted only for the following kinds of programs/activities and up to the maximum identified funding amount per organization and program type:

Youth Recreation Programs	\$2,500
Adult Recreation Programs	\$5,000
Public Safety Support Programs (Shelter/Food)	\$10,000
Emergency Response Support Programs	\$10,000
3. Subject to the total amount of funding available, in order to minimize the impact of potential funding cuts and/or gains to organizations as a result of the implementation of these caps, no organization will receive ten percent (10%) less and/or more than in the previous funding year.

CITY OF KODIAK



 MAYOR

ATTEST:

Gulna Marlen
CITY CLERK

Adopted: April 28, 2011



Non-Profit Grant Award History

Organization	Category	FY14 Appr'd	FY14 Req	FY13 Appr'd	FY13 Req	FY12 Appr'd	FY12 Req	FY11 Amt	FY10 Amt	FY09 Amt	FY08 Amt	FY07 Amt
American Red Cross, Kodiak Chapter	Emergency Res		7,390	7,390	7,390	6,720	6,720	6,110	5,555	5,050	4,590	4,175
Brother Francis Shelter Kodiak, Inc.	Public Safety		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	9,680
Girl Scouts of Alaska	Youth Rec		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,420
Hope Community Resources, Inc.	Adult Rec		5,000	5,000	5,000	4,618	4,618	4,199	3,817		3,470	3,380
	Youth Rec		500									
Humane Society of Kodiak	Public Safety		5,000									
Kodiak Amateur Radio Emergency Service	Emergency Res		5,000			6,250	6,250					
Kodiak Arts Council	Adult Rec		5,000	5,000	5,000	5,000	5,000	8,134	9,037	10,510	11,400	12,400
	Youth Rec		2,500	2,500	2,500	2,500	2,500					
Kodiak Food Bank/Baptist Mission	Public Safety		4,281	4,282	4,281.20	3,892	3,892	3,538	3,217	2,925	2,660	2,420
Kodiak Football League	Youth Rec		2,500	2,500	2,500	2,500	2,750	2,500	3,000	2,775	3,080	3,420
Kodiak Island Search and Rescue(KISAR)							2,000					
Kodiak Kid Wrestling	Adult Rec		500	500	500	444	400	2,904	2,640	2,400	2,180	
	Youth Rec		2,500	2,500	2,500	2,500	2,500					1,980
Kodiak Kingfishers Swim Team Assoc.	Youth Rec		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Kodiak Little League	Youth Rec		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Kodiak Public Broadcasting	Adult Rec		5,000	5,000	5,000	5,000	5,000					
	Emergency Res		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Kodiak Teen Court	Public Safety		5,000	5,000	5,000	5,000	5,000					
Kodiak Women's Resource & Crisis Ctr.	Emergency Res		10,000	10,000	10,000	10,000	10,000					
	Public Safety		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Senior Citizens of Kodiak	Adult Rec		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Public Safety		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	15,000
Special Olympics, Kodiak	Adult Rec		5,000	4,880	4,880.32	2,332	5,000	4,620	4,200	3,965	3,830	3,710
	Youth Rec		2,500			2,500	2,500					
The Salvation Army	Public Safety		5,500	5,500	5,500	5,000	4,500	4,513	4,103	3,730	3,390	3,080
Total		\$0	\$120,671	\$112,552	\$112,552	\$116,756	\$121,130	\$89,018	\$88,069	\$83,855	\$87,100	\$86,665



July 15, 2013

Kodiak City Council
 C/O Aimée Kniaziowski
 City Manager, City of Kodiak
 710 Mill Bay Road
 Kodiak, AK 99615

Dear Council Members,

This addendum is intended to provide you some additional information on our recently submitted FY14 Nonprofit funding application.

As you know, the American Red Cross of Alaska has had a presence in Kodiak since 1945, and has a rich tradition of a very vibrant, involved disaster response team made up of local volunteers. We strive to provide services to your community through preparedness training, as well as in times of need, through working with your emergency services council and local first responders. The American Red Cross of Alaska is also proud to be an integral part of your Emergency Operations Plan.

Since my appointment as CEO in December of 2012, I have ensured that we have increased our disaster team's presence in Kodiak. In addition to making a visit myself to meet with borough and city officials, I have sent disaster Specialist Bill Morrow down several times to attend the quarterly LEPC meetings and to take inventory of the cots and blankets in our connex, whose contents have been strategically relocated in your borough, including some placed in Bell flats.

Our team participated in the May Kodiak Crab Festival, where we spent several days sharing information about preparedness and about our organization and recruiting volunteers. We also promoted the services of your local training provider, Kathryn Cunningham, a long time Red Cross volunteer and now self-employed trainer. We have made arrangements for Kathryn to use the office to teach Red Cross certified Health & Safety classes, including CPR/First Aid.

Later this week, our Statewide Disaster Services Director will be coming back to Kodiak to attend a meeting, along with Bill Morrow and our new Disaster Services Manager Melissa Himes. While there, they will be involved in Alaska Shield meetings and will be reaching out to the community for ideas to recruit volunteers, much like we did at the Crab festival.

The grant funds requested will allow us to better serve your community in the following way:

- Quarterly LEPC Meetings: Lodging, Meals, rental car (Era Alaska covers air) 4 visits x 1 staff x \$450.00 =\$1800.00
- Fall Basic Disaster services training inc. client casework and shelter operations (3 days, 2 instructors)=\$1100.00
- Spring Basic Disaster services training inc. client casework and shelter operations (3 days, 2 instructors)=\$1100.00
- Fall Alaska Shield planning meeting(3ppl) July lodging, rental car, meals =\$500.00
- Balance is for operational expenses to go towards readiness supplies \$2500. 00

About the American Red Cross: Last year the American Red Cross of Alaska mobilized relief to 631 Alaskans affected by disaster, trained 31,515 people in lifesaving skills, taught more than 5,000 Alaskans how to be better prepared for disasters, and exchanged 2,100 emergency messages for U.S. military service personnel and their families. The Red Cross is a not-for-profit organization that depends on volunteers and the generosity of the American public to perform its mission. For more information, please visit redcross.org/Alaska or visit us on Twitter at @RedCrossAK.

CITY OF KODIAK GRANT REPORT

Please complete this report based on funds received from the City of Kodiak during the period July 1, 2012 through June 30, 2013.

Organization:	Kodiak Football League
Program:	Youth Sports
2012-2013 Grant Amount:	\$ 2,500.00
Amount Expended Year-to-Date:	\$2,500.00
Balance:	0.00

Describe accomplishments with grant funds. Purchased footballs, first aid kits, helmet repair kits, referee supplies & helmet decals (high school) and mouth guards.

If you have not expended all funds, please describe how and when you intend to spend the balance.

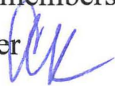


Signature

Submit to:

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

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: July 25, 2013

Agenda Item: V. c. **Resolution No. 2013–24, Requesting the Governor and Legislature to Develop a Long-Term Solution to Ensure Full and Uninterrupted Ferry Service to Kodiak**

SUMMARY: Mayor Branson and City Council members have expressed serious concern over the recent news that the return to service date for the M/V Tustumena was delayed once again to at least August 20, 2013. The most recent extension was to allow time to make certain the ship's recent repairs, which did not pass recent regulatory inspections, would be able to meet the required safety inspections for passenger vessels.

The Tustumena was removed from service for scheduled repairs on November 1, 2012, at the Seward Ship Dry-dock. The repairs have been extensive in part due to the age of the vessel. The latest delay is to correct repairs that were made which didn't meet safety inspection requirements. The Tustumena has been out of service for almost 10 months, causing economic harm to the communities it serves. The Kodiak community businesses, especially the tourism-based businesses, have experienced cancellations due to the lack of ferry service. Other businesses that rely on the ferry to transport fish, equipment, and supplies have also been affected.

The M/V Kennicott, the Alaska Marine Highway System's (AMHS) other ocean-going ferry, provided service to the Chain earlier in the summer, but was returned to its main routes following its Aleutian Chain run in early June. The Kennicott continues to provide service between Homer and Kodiak, but according to the State, it cannot fill in the service gaps left by the Tustumena due to its full summer booking schedule.

This series of events have shown just how limited the community's non-air transport options are and reinforces the region's isolation rather than providing the connections needed for a more diverse and healthy regional economy. Because of this, the Mayor and Council want the State to develop reliable marine highway services that will support the local and regional economy. Mayor Branson and Mayor Selby will be contacting Governor Parnell and Legislators, and working through the Alaska Municipal League, to promote the need for adequate and dependable marine highway service to Southeast Alaska. This resolution will support their case.

PREVIOUS COUNCIL ACTION: Council has adopted resolutions in the past in support of improved or increased service to Kodiak and the westward communities to promote regional economic development in Southwest Alaska.

ALTERNATIVES: Council may adopt, amend, postpone, or chose not to pass Resolution 2013–24; although, a resolution creates an official statement of the City’s position to the State that identifies the City’ concerns and its request for a much-needed permanent solution to the region’s limited transportation options.

ATTACHMENTS:

Attachment A: Resolution 2013–24

PROPOSED MOTION:

Move to adopt Resolution 2013–24.

**CITY OF KODIAK
RESOLUTION NUMBER 2013–24**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK,
REQUESTING THE GOVERNOR AND LEGISLATURE TO DEVELOP A LONG-
TERM SOLUTION TO ENSURE FULL AND UNINTERRUPTED FERRY SERVICE TO
KODIAK**

WHEREAS, the State of Alaska ferry M/V Tustumena provides service between Homer and Kodiak and occasional service to Ouzinkie and Port Lions as well as communities westward from Kodiak including Chignik, Sand Point, King Cove, Cold Bay, False Pass, Akutan, and Unalaska; and

WHEREAS, the M/V Tustumena was removed from service on November 1, 2012, for scheduled repairs at the Seward Ship’s Drydock; and

WHEREAS, the original return to service date of April 17, 2013, was delayed due to unexpected steel work; and

WHEREAS, the State of Alaska Marine Highway System approved two additional extensions to allow time for the needed repairs to take place with a return to service date of July 23, 2013; and

WHEREAS, inspections of completed repairs did not meet required safety standards for passenger service resulting in additional time needed to complete the required safety standards; and

WHEREAS, Kodiak and the other communities that rely on service from the Tustumena have experienced negative economic impacts from over nine months with this vessel out of service; and

WHEREAS, the Mayors of the City of Kodiak and the Kodiak Island Borough, on behalf of the Kodiak region, will discuss the impacts to the loss of tourism and other revenue to the region and the critical need for the State to develop a long-term solution to ensure full and uninterrupted ferry service to Kodiak.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Kodiak, Alaska, hereby formally requests that Governor Parnell and the Alaska State Legislature develop a long-term solution immediately to ensure the Kodiak region receives scheduled and uninterrupted service from the Alaska Marine Highway System.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council Members

From: Aimée Kniaziowski, City Manager 

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

Date: July 25, 2013

Agenda Item: V.d. **Authorization of Change Order No. 2 to Aleutian Homes Water and Sewer Phase V, Segment A, 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 Notice of Award for construction for this segment of the upgrade project was issued to Brechan Enterprises, Inc. on March 18, 2013. This memorandum discusses Change Order No. 2 for rock trench excavation, sanitary sewer service connect, footing drain services, resetting fence, and modular block retaining wall. Staff is recommending Council approval Change Order No. 2 in the amount of \$87,675 to Brechan Enterprises Inc.

PREVIOUS COUNCIL ACTION:

- Council approved the Aleutian Homes Water and Sewer, Phase V, Segment A project in the FY2012 capital budget
- Aleutian Homes Water and Sewer Replacement Phase V, Segment A construction contract awarded to Brechan Enterprises Inc. for the bid price of \$1,539,580 on February 28, 2013
- Authorization of Professional Services Contract for Construction Management Services to DOWL HKM for \$158,588 on April 11, 2013
- Authorization of Change Order No. 1 in the amount of \$292,453 to Brechan Enterprises Inc. on May 09, 2013

DISCUSSION: The replacement/upgrades of water and sewer to the Aleutian Homes section of town began in 2007, with Phases I through IV constructed from 2007 to 2010. Phase V, Segment A continues the improvements along Thorsheim Street initiated in Phase IV; Phase V, Segments B and C are scheduled for 2014 and 2015.

This change order for Phase V, Segment A is for five “Unit Cost” construction items, rock trench excavation, sanitary sewer service connect, footing drain service, reset fence, and modular block retaining wall.

During the design phase, soil borings were performed to help detect subsurface conditions, and the borings indicated the presence of rock, which is typical for the area. In moving the project forward, staff understood that crews would likely encounter rock and chose to utilize the change order process and

contingency funding to deal with the additional cost of rock removal. When rock was first encountered on this project, staff met with the contractor on site and options for rock removal were discussed. The initial option discussed was drilling and shooting, but after discussion with the blasting contractor, it was determined that drilling and blasting would be problematic due to buried utilities and the high risk of blasting near dwellings. The second option was to remove rock by hydraulically hammering and excavating. In order to keep the project moving forward, staff directed the contractor to move forward with hydraulic rock excavation. Rock Trench Excavation, Contract Section 203(11) is 325 LF at the unit price of \$175.00/LF for a total of \$56,874.

The sanitary sewer service connect item in the change order was required for construction of one additional sewer service that was undetermined during the design phase. Sanitary Sewer Service Connect, Contract Section 508(1-4) unit price is \$3,800.00/EA for a total of \$3,800.

During the installation of the storm drain, the contractor encountered several houses that had crawl space water problems along the west side of Thorsheim Street. Some of the dwellings with crawl space water problems use a sump pump and discharge directly to the sanitary sewer. In an effort to correct this problem, the City provides footing drains as part of the project. Footing drains help to reduce the amount of water intrusion into the City's sewer system. Three additional footing drain services were added to the project to serve six homes. Footing Drain Service, Contract Section 707(2) unit price is \$2,300/EA for a total of \$6,900.

It was determined during field observation by the project engineer that an additional 35 LF of fencing needed to be removed and reset. Reset Fence, Contract Section 812(3) unit price is \$60.00/LF for a total of \$2,100.

During construction, the City Engineer was notified by the project engineer that three areas totaling 240 LF along the west side of Thorsheim Street needed a short retaining wall to accommodate an approximate two foot grade differential at the back of the sidewalk. The City Engineer met on site with the project engineer and agreed that the additional wall should be constructed. Modular Block Retaining Wall, Contract Section 819(1) unit price is \$75.00/LF for a total of \$18,000.

ALTERNATIVES:

1. Award Change Order No. 2 in the amount of \$87,675. Staff believes this alternative will best utilize project funding and maximize the project scope of construction and is recommended.
2. Do not award Change Order No. 2. This alternative is not recommended because it would most assuredly lead to project complications and jeopardize success of the project and it would likely lead to project failure.

FINANCIAL IMPLICATIONS: This project was authorized and budgeted at \$2,227,000 in the FY2013 capital budget. There is \$216,379 remaining in this phase of the project, which is more than adequate to award this change order.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends award of construction Change Order No. 2 of the Aleutian Homes Water and Sewer Replacement Phase V Segment A, Project No. 7026/10-03 in the amount of \$87,675, with funds coming from the Water Capital Improvement Project No. 7026/10-03.

CITY MANAGER'S COMMENTS: It is common to run into issues like rock removal or drainage improvements that require additional work to address like the items listed in this change order. The project has adequate funds to cover the cost of the change order. I support the staff recommendation and request that Council approve the change order as submitted.

ATTACHMENTS:

Attachment A: Change Order No. 2

PROPOSED MOTION:

Move to authorize Change Order No. 2 to Brechan Enterprises in the amount of \$87,675, with funds coming from the Water Capital Improvement Fund, Aleutian Homes Water and Sewer Project, Phase V Segment A, Project No. 7026/10-03, and authorize the City Manager to sign the documents on behalf of the City.



**CITY OF KODIAK
CHANGE ORDER**

CHANGE ORDER NO.: 2

DATE: July 15, 2013

NAME OF PROJECT: Aleutian Homes Water & Sewer Phase V

PROJECT NO.: 10-03/7026

CONTRACTOR: Brechan Enterprises, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. A new Rock Trenching unit price per LF, with 325 LF occurring.
2. Increase of 4 each additional Footing Drain Service 707 (2) SP, utilizing the existing unit price.
3. Increase of 1 each additional Sanitary Sewer Service Connect (4") 508 (1-4), utilizing the existing unit price.
4. Increase of 35 LF of additional Reset Fence 812 (3), utilizing the existing unit price.
5. Increase of 240 SF of additional Modular Block Retaining Wall 819 (1), utilizing the existing unit price.

Justification: Item 1 - Unforeseen bedrock required to be trenched for installation of new utilities; Item 2 - Additional drainage issues for the property owners along the Project Left; Items 3 & 4 - Unforeseen sewer service location for 717 Thorsheim; and Item 5 - the properties at addresses 615, 619, & 711 Thorsheim require retaining walls due to drop offs in elevation from existing property grade to designed elevation.

Original CONTRACT PRICE: _____ \$1,539,580.00

The CONTRACT PRICE from prior CHANGE ORDERS: _____ \$1,832,033.00

The CONTRACT PRICE due to this CHANGE ORDER will increase: _____ \$87,675.00

The new CONTRACT PRICE including this CHANGE ORDER: _____ \$1,919,708.00

Requested by City Engineer _____

Approved by Department
Head _____

Ordered by City Manager _____

Accepted by Contractor _____

COK - Aleutian Homes Water & Sewer Phase V - Segment A					
Change Order #2 Prices					
7/2/2013					
Section #	Description	Units	Addition or Deduction of Quantity	Unit Price	Extension
203(11) CO2	Rock Trench Excavation	LF	325	\$ 175.00	\$ 56,875.00
508(1-4)	Sanitary Sewer Service Connect (4")	EA	1	\$ 3,800.00	\$ 3,800.00
707(2) SP	Footing Drain Service	EA	3	\$ 2,300.00	\$ 6,900.00
812(3)	Reset Fence	LF	35	\$ 60.00	\$ 2,100.00
819(1)	Modular Block Retaining Wall	SF	240	\$ 75.00	\$ 18,000.00
			TOTAL		\$ 87,675.00

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MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: T.C. Kamai, Chief of Police
Date: July 25, 2013

Agenda Item: V. e. Authorization of Vehicle Purchase for Kodiak Police Department

SUMMARY: This action authorizes the replacement of one older and high mileage police patrol vehicle that has been recommended for replacement in FY2014 with a 2014 model year all-wheel-drive Police Utility Vehicle. The existing vehicle has been in service beyond its useful life and has been evaluated for replacement. Replacement is consistent with the Council's Vehicle Replacement Policy, and the need to replace this vehicle was discussed with Council during the FY2014 budget process. Staff recommends the Council authorize the City to attach to the State of Alaska contract to purchase this vehicle in the amount of \$25,830, with funds coming from the FY2014 Kodiak Police Department Operational Budget, Uniform Patrol Sub-Department, Machinery and Equipment line item.

PREVIOUS COUNCIL ACTION:

- The replacement of this vehicle meets the evaluation and purchasing requirements established by the City's Vehicle Replacement Policy adopted by Resolution No. 2011-07 on March 31, 2011.
- The Council was briefed on the status of the police department vehicle fleet, as well as the recommendation to replace this vehicle at the May 4, 2013, budget presentation meeting.
- Council approved funds for the replacement of this vehicle when the FY2014 budget was adopted.

DISCUSSION: The Kodiak Police Department maintains a fleet of nine marked police vehicles. These vehicles are equipped with safety equipment, radios, lights, and sirens. They provide transportation for police officers and are used for routine and emergency response. Police patrol vehicles are used heavily by the officers assigned to them. The vehicle being replaced has well over 116,000 road miles on the odometer. The combined effects of age and mileage have contributed to a number of issues ranging from corrosion and electrical problems to mechanical difficulties. This vehicle provides poor reliability for a vehicle that plays such a key role in our community emergency response capability. Moreover, staff believes that it is no longer a cost effective strategy to continue to maintain this vehicle.

The police department fleet is evaluated by the Public Works Shop Supervisor (PWSS) annually. The PWSS performs an evaluation of vehicles using industry standards and criteria consistent with the City's Vehicle Replacement Policy, and makes recommendations about which vehicles can remain in service

and which should be removed from service. The evaluation includes a comprehensive physical inspection of the body, vehicle electronics, engine, transmission, frame, and suspension. The PWSS also evaluates the economic benefit of replacing a vehicle or repairing damage to a vehicle.

The vehicle scheduled for replacement is a 2006 model year Ford Expedition Special Service Vehicle. This vehicle was used as a police patrol vehicle since it was purchased. Operational driving periods for this vehicle ranged from 8 hours to 16 hours over multiple days. In the seven years since it was acquired, it has accumulated over 116,000 road miles on the odometer.

The PWSS evaluation of this vehicle has revealed evidence of rust and corrosion on the frame and suspension. Additionally, age and use have resulted in more than normal maintenance to the engine and transmission. Major and minor components such as belts and window regulators have already been replaced. The PWSS estimates that the police department has spent more than \$6,800 in parts and labor to maintain this vehicle for police operations. Based on the overall mechanical condition of this vehicle, the PWSS expects these costs to increase if this vehicle is to remain in service. The PWSS recommends this vehicle be replaced in FY2014.

ALTERNATIVES:

1. Authorize the City to attach to the State of Alaska bid to purchase this new vehicle. This is the staff recommendation, as it will enable the Police Department to replace this vehicle at a price that is affordable.
2. Do not authorize this transaction. This alternative is not recommended because it is not consistent with the City's Vehicle Replacement Policy, would impact police operations, and be contrary to the interest of the City.

FINANCIAL IMPLICATIONS: City purchasing procedures specify open market solicitation except under certain circumstances. One such circumstance is when another unit of government, "through their formal bidding process, has established the lowest responsible bidder, and where the property or service meets or exceeds the city's specifications." Staff submits that attaching to the State of Alaska contract for the purchase of this vehicle would be in the best financial interest of the City. Also, there is sufficient funding in the FY2014 budget to cover the purchase of this vehicle.

LEGAL: Kodiak City Code Section 3.12.070(c) allows the City to purchase items when other units of government have established the lowest responsible bidder and where the equipment meets or exceeds the City's needs or specifications. This provision permits the City to attach to the State of Alaska's bid and purchase the police vehicle through the State of Alaska contract.

STAFF RECOMMENDATION: Staff is recommending the Council authorize attachment to a State of Alaska contract to purchase this vehicle in the amount of \$25,830, with funds coming from the FY2014

Kodiak Police Department Operational Budget, Uniform Patrol Sub-Department, Machinery and Equipment line item.

CITY MANAGER'S COMMENTS: I support Chief of Police T.C. Kamai's request and recommend Council authorize the City to attach to the State of Alaska's vehicle bid. The use of these vehicles creates considerable wear and tear due to near constant use. The vehicle has been evaluated by Public Works (Attachment A) and is recommended for replacement. The replacement also meets the City's Vehicle and Equipment Replacement Policy. Therefore, I ask that Council approve attaching this purchase.

ATTACHMENTS:

Attachment A: CIP nomination forms for replacement of KPD vehicle

PROPOSED MOTION:

Authorize the City to attach to the State of Alaska Light Duty Contract to purchase one 2014 model year Ford all wheel drive Police Utility Vehicle in the amount of \$25,830, with funds coming from the FY2014 Kodiak Police Department Operation Budget, Uniform Patrol Sub-department, Machinery and Equipment line item.

CITY OF KODIAK
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
1 of 2 pages

Costs are estimated at (check one)
Less than \$10,000
Greater than \$10,000

The Following Signatures are required:
Vehicle Maint. Supervisor
Department Head:
City Manger:

Table with 2 columns: Requested information and Value. Rows include Fiscal Year (2014), Prepared by (Chief of Police TC Kamai), Date (April 22, 2013), Department (Police), and Nomination Name (Replacement Vehicle PD Patrol).

Table with 2 columns: Unit Description and Details. Rows include Unit ID Number (5), Year - Make - Model (2006 Ford Expedition), Engine Size - Fuel Type (5.4 L 8 cylinder gasoline engine), Current Mileage (116,000), Body Condition (Rust present on the body and frame), License Plate No. (XYB826), and VIN or Serial Number (1FMPU16536LA64614).

FUNCTION: WRITE A BRIEF SUMMARY OF HOW THIS UNIT HAS BEEN USED AND HOW OFTEN.
The Kodiak Police Department maintains a fleet of nine (9) marked police vehicles. These vehicles are equipped with safety equipment, radios, lights and sirens and provide transportation for police services and are authorized for emergency response. Vehicle #5 is a 2006 Ford Expedition Special Service Vehicle. This vehicle has in excess of 116,000 miles, and has been in service with the department's fleet as a shared patrol car since it was purchased in 2006. As a shared patrol car it was assigned to at least 2 police officers on opposing shifts and utilized for routine and emergency patrol related duties. Operational driving periods ranged from 8 - 16 consecutive hours, over multiple days

JUSTIFICATION: WRITE A BRIEF SUMMARY OF WHY THIS UNTI IS BEING REPLACED. INCLUDE ITEMS SUCH AS HISTORY, CONDITION ASSESSMENT, COSTS, USES, PUBLIC WORKS EVALUATION REPORT, ETC.
Overall Condition, Maintenance Costs, Out of Service Time, Parts Availability, and Associated Safety Issues
Overall Mechanical Condition:
Vehicle #5 has over 116,000 miles of high demand police use. The body and frame show evidence of rust and corrosion. Engine and transmission require more than normal maintenance to remain in working condition. Major and minor components such belts and window regulators have been replaced.

Maintenance Costs:

Maintenance records for this vehicle are somewhat incomplete. The first available maintenance records are dated from February 2010. Total maintenance costs for this vehicle from that date through the date of this report indicate the department has spent in excess of \$6,800 in parts and labor to maintain this vehicle for police operations. Based on the overall mechanical condition of this vehicle we expect these costs to increase as the vehicle continues to remain in service.

Out of Service Time:

This vehicle is presently in service, but its overall mechanical condition, age, engine miles and hours, coupled with the fact that this vehicle remains a shared patrol car is cause for great concern. Reliability is questionable.

Parts Availability:

Parts are still available for this model year.

Associated Safety Issues:

The rust and corrosion observed on this vehicle along with its overall mechanical condition make it unsuitable for continued use as a police vehicle.

Alternative Vehicles:

Staff continues to evaluate the feasibility of deploying alternative vehicles. While many alternative fuel vehicles are now available, their deployment as an emergency response vehicle is not yet available or practical.

**CITY OF KODIAK
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
2 of 2 pages**

Proposed Dispositions of Replaced Unit as Determined by Vehicle Maintenance Division (check one):

- To General Fleet
- To Surplus Sale

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)	
Year – Make - Model	Current or new model year Ford Police Interceptor Utility
Engine Size – Fuel Type	3.7L TI-VCT V6 FFV 304HP/279 lf-ft Torque gasoline engine
Number of Doors	Four
Seating Capacity	Four
Specialty Items	Police Package
Color , Police Package, Tires, Transmission, Etc.	White, Police Package, All-Wheel Drive Utility

REQUESTED NEW UNIT COSTS	
Basic Equipment Costs	\$25,830 (Negotiated Contract Price with State of Alaska, Valid until 11/2014)
Specialty Equipment Cost	\$ 9,765

Shipping Costs	\$ 600
Total Costs	\$36,481 (Estimate)

OPERATIONAL COSTS:

Vehicle #5 has approximately 116,000 miles on the odometer. This vehicle has been used as a shared patrol car since it entered service with the police department in 2006.

After a suitable break in period this vehicle was released to full patrol duties. At this point in its service life it went from being driven by a single operator for up to 8-hours in a single 24-hour operational period, to having multiple operators. Driving periods ranged from 8 to 16 consecutive hours of use in a single operational period, over multiple days.

This vehicle received regular and emergency maintenance throughout its service life. Still, at some point the combination of vehicle age, miles, and engine hours, coupled with Kodiak's austere environment have contributed to on-going maintenance issues. A cost benefit analysis supports replacement of this vehicle in FY14.

An evaluation conducted by the City Public Works Maintenance Shop Supervisor calls for the replacement of this vehicle in FY14 as a cost effective means for the police department to maintain a safe and mechanically reliable vehicle within its fleet.

The Supervisor also recommends that Vehicle #5 be repurposed for use by the City Engineer. While no longer suitable for police use, this vehicle may still have value for another entity that does not have the same operational requirements as the police department.

Capital Outlay Request

City of Kodiak



Department: Public Works Maintenance Shop, Gerald Pherson
Division: Kodiak Police Department
Priority:

Request: 2006 Ford Expedition VIN# 1FMPU16536LA64614

Estimated Cost:

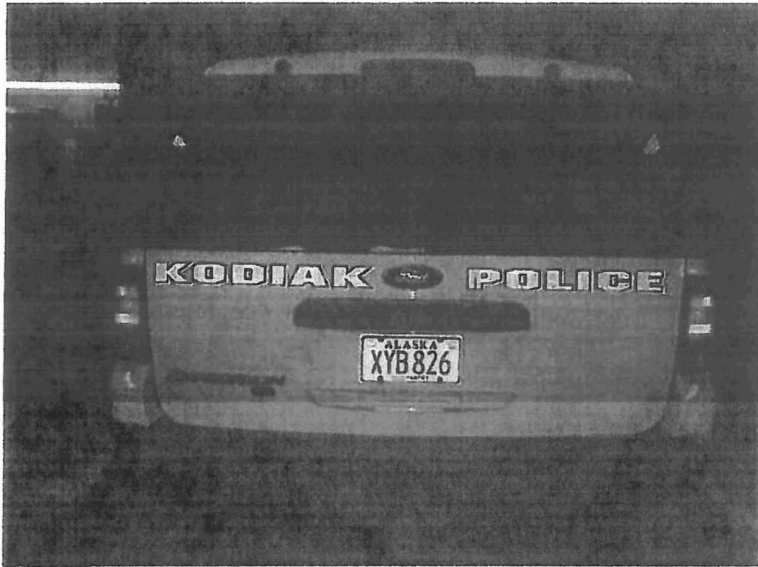
Trade-In Kodiak Police Department Unit #5

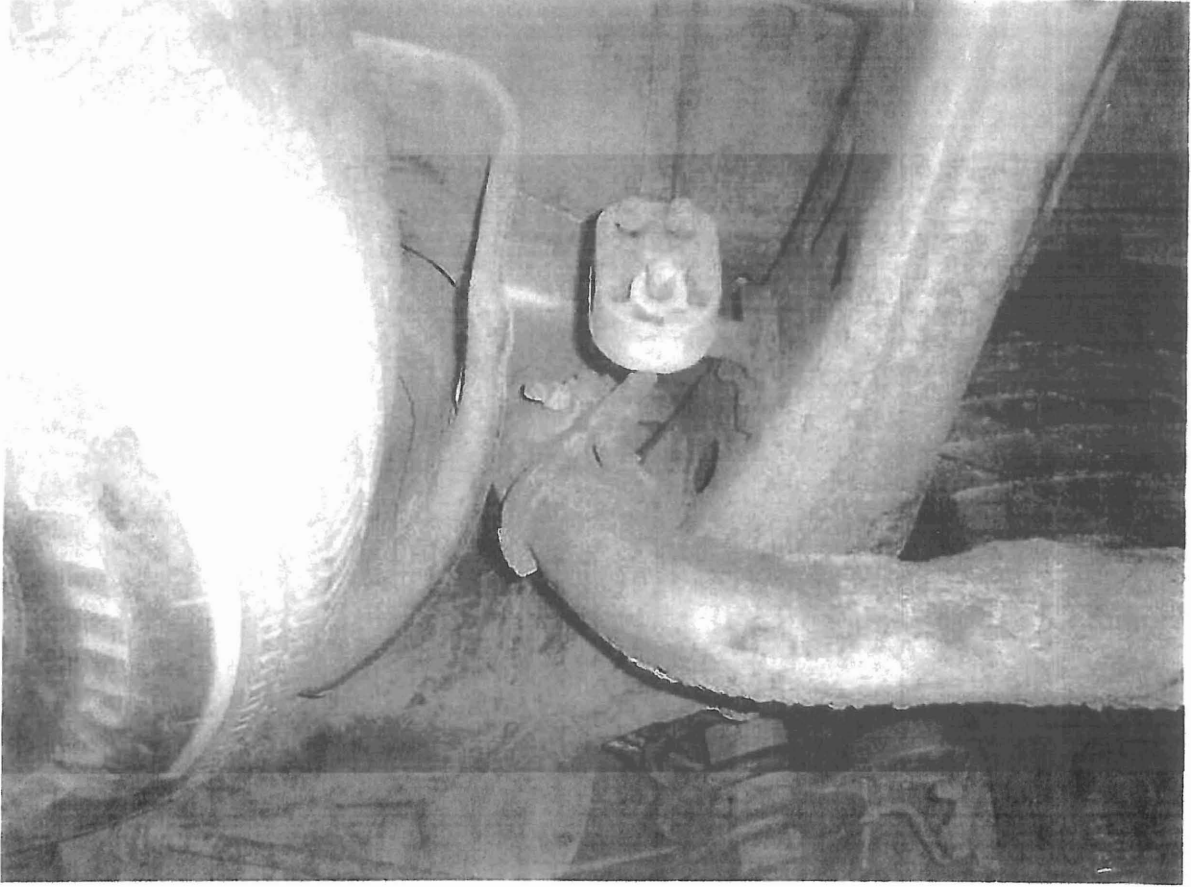
**Justification and/or
Comments**

KPD Unit #5 has approximately 116,000 miles on the odometer. It has been used as a patrol unit since it was new in 2006.

The body and frame are starting to show signs of rust especially on the body seams. There have been several items that have been replaced that are not typical wear items. The transmission was removed and a new flex plate and starter were installed. The seat belts and window regulators have been replaced because of the amount of use they have received. Unit #5 has been back several times in the last year for failed coils and spark plugs.

With the amount of miles and age of Unit #5 it is starting to show signs of becoming unreliable. I recommend Unit #5 be replaced in fiscal year 2014 and be passed down to the engineering department where there is a need for a larger vehicle.





KPD

UNIT	DATE	AMOUNT
5	2/26/2010	1.5	66	16.44	78285
5	4/9/2010	2	88	248.39	79853
5	7/7/2010	1.5	66	57	
5	7/9/2010	2	88	26.7	85324
5	7/13/2010	1.5	66	223.27	
5	8/9/2010	2	88	0	
5	9/29/2010	3	132	75.65	
5	1/10/2011	2.5	110	333.5	79309
5	5/10/2011	1.5	66	208.95	
5	7/7/2011	0.5	22	0	99131
5	8/17/2011	1	44	0	100538
5	10/10/2011	10	440	444.26	102355
5	10/21/2011	3	132	239.57	102767
5	11/7/2011	2.5	110	169.81	103455
5	12/27/2011	8	352	534.78	
5	1/5/2012	1	44	2.19	
5	3/20/2012	1.5	66	89.97	
5	5/15/2012	2.5	110	199.89	
5	6/21/2012	2	88	191.77	
5	7/10/2012	1	44	3.99	
5	7/31/2012	2	88	26.8	
5	9/11/2012	3	132	189.76	

~~3080~~ ~~3733.14~~

City of Kodiak Vehicle Evaluation

- Evaluation date 7-28-2013
- City vehicle ID number KPD 5
- Vehicle odometer reading 114653
- Vehicle history KPD Patrol
- Vehicle test drive notes good power, handling Bolt loose, Warped Rotors
- Assess engine and transmission performance good engine and transmission performance

Under vehicle inspection

- Front brakes condition, amount remaining RF 50% LF 50%
- Rear brakes condition, amount remaining RR 50% LR 50%
- Brake hoses, lines and cables Brake Lines, Hoses, and cables look ok, but Passenger front looks to have small leak
- Suspension and steering components, including tie rods, drag link, ball joints, springs shackles and shocks Both front inner tie rods have play in them, passenger outer tie rod has play, may need shocks
- Condition of frame, frame hangers and body mounts minor rust on every part of frame
- Transmission, transfer case and differentials front diff has small leak from seal, transfer case output seal has small leak
- Underside of engine and engine compartment underside of engine looks good

Under hood inspection

- Check all fluid levels and record coolant 1/2 qt low
- Check battery and charging system _____
- Inspect engine for leaks, exhaust, oil, coolant coolant power steering fluid was leaking, no other leaks found
- Inspect power steering, hoses, belts and accessories power steering fluid was leaking, not currently
- Inspect electrical components and wiring all electrical looks in good shape
- Check cylinder power balance or compression cylinder power balance appears good
- Check power train control module for codes no codes present

Vehicle exterior

- Check for body damage—fenders, bumpers minor paint chip / with Rust on Passenger's Rear door, No other damage



- o Check glass—windows, windshield all glass is in good condition
- o Check lights – lenses and proper operation all lights working properly

Vehicle interior

- o Check interior—seats, steering wheel, pedals and panels interior is in good shape
- o Check vehicle controls and accessories all controls appear to be working correctly

Added notes:

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Rome Kamai, Fire Chief 
Date: July 25, 2013

Agenda Item: V. f. Authorization of Ambulance Purchase

SUMMARY: One of the three ambulances used in the Fire Department, a 1997 International, was evaluated and identified for replacement. Staff submitted a grant through the State of Alaska Code Blue Phase 11 funding, and in 2012 the City was notified of a partial award of up to \$35,000 to be applied toward the replacement cost of a new ambulance. In April of this year, staff was informed that reallocated USDA funds in the amount of \$61,000 were also available for the ambulance purchase. The Code Blue and USDA grants provide combined funding of \$96,000, and the City's matching grant funding of \$105,000 will cover the remaining cost to purchase a new ambulance. Staff recommends Council authorize the purchase of an ambulance through Braun NW to replace the Department's 1997 ambulance in the amount of \$201,000 FOB Kodiak.

PREVIOUS COUNCIL ACTION: The City's FY2014 budget includes \$201,000 for replacement of an ambulance in the General Fund, General Capital Project Fund. Staff presented the purchase request to Council at the July 9, 2013, meeting.

DISCUSSION: The Fire Department manages a fleet of three ambulances. The oldest ambulance, Medic 3, is a 16-year-old 1997 International model, which has experienced increasing mechanical problems. The City's Vehicle and Equipment Replacement Policy identifies a review and replacement schedule for ambulances at 10 years. The Public Works maintenance shop evaluated the ambulance in March 2013 and determined that it has reached the end of its useful life (see attached). The vehicle is showing severe mechanical, electrical, and chassis problems. The Public Works Maintenance shop supervisor recommended the ambulance be replaced in FY2014.

The Fire Department provides Advanced Life Support (ALS) treatment and transport on the Kodiak road system since at least 1973, possibly earlier. The three ambulances are manned by a minimum of two full time ALS certified personnel. The Fire Department responds to approximately 800 ambulance calls per year, and it is common to have "back-to-back" ambulance calls requiring a separate ambulance response. Additionally, other types of ambulance calls may yield more than one patient thus requiring multiple ambulance responses. Having fewer than three ambulances would impact the current level of service provided to the community.

JULY 25, 2013
Agenda Item V. f. Memo, Page 1 of 3

Staff applied for funding grants each year for the past few years in preparation for replacement of the older ambulance. Grant funding was limited, but staff was able to secure the commitment from the State's Code Blue Phase 11 grant of up to \$35,000 in 2012 and was informed in early 2013 that an additional \$61,000 was available through the USDA's rural emergency response program. The City will provide the remaining funds in the amount of \$105,000, for a total replacement cost of \$201,000. Fire Department staff will work closely with the agencies that have provided funding throughout the design and acquisition process through Braun NW, the ambulance manufacturer.

ALTERNATIVES:

1. Authorize the purchase of a new ambulance in the amount of \$201,000, which is the staff recommendation, as it allows the Fire Department to replace an aging ambulance with a new one that will meet the community's needs.
2. Do not authorize this purchase. This alternative is not recommended because grant funding assistance would be lost, and one less ambulance would impact the level of service the Fire Department provides.

FINANCIAL IMPLICATIONS: The ambulance has an approved budget of \$201,000 with \$35,000 from state grant funding, \$61,000 from federal grant funding, and \$105,000 from the General Fund, General Capital Projects Fund. After the ambulance is put into service, the Fire Department will be charged an annual vehicle replacement cost of \$23,563 for 10 years. This is based on the useful life of 10 years and a three percent inflation factor to accumulate replacement costs by the end of the useful life of the ambulance. The replacement funding will be placed in the Vehicle Fund Replacement Capital Project Fund.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the purchase of a replacement ambulance in the amount of \$201,000, with funds coming from the FY2014 General Fund, General Capital Project Fund.

CITY MANAGER'S COMMENTS: At 16 years, Medic 3 is well beyond its useful life and has become unreliable and more costly to repair. Its replacement also meets the requirements of our Vehicle and Equipment Replacement Policy. The Fire Chief pursued grant funding and was successful in getting \$96,000 to offset the full replacement cost of \$201,000. I recommend Council approve this purchase in through Braun NW for an ambulance to replace Medic 3.

ATTACHMENTS:

- Attachment A: Vehicle replacement nomination memo
- Attachment B: Vehicle replacement nomination form
- Attachment C: Ambulance evaluation
- Attachment D: Braun quote from Code Blue Phase 11 application 2010

PROPOSED MOTION:

Move to authorize purchase of a 2013 North Star 167-1 ambulance through Braun NW in the amount of \$201,000, with funds coming from the FY2014 General Capital Project Fund, Fire Department Ambulance Replacement Account.

**Kodiak Fire
Department**

Memo

To: Aimee Kniazowski, City Manager
From: Rome Kamai, Fire Chief
CC:
Date: 7/2/2013
Re: Vehicle replacement nomination - Ambulance

Aimee:

This memo serves as the cover for a Vehicle replacement nomination to replace one of three front line ambulances designated as Medic- 3 (VIN # 1HTSLAAM4TH366835).

Medic – 3 original replacement dates was at or around 2007. Due to attempts to find alternative funding sources e.g. federal or state grants its replacement has been deferred. The current state of the vehicle today warrants that it be replaced in FY2014 with funds coming from the General Fund in the amount of \$201,000

The vehicle is currently continuing to break down or not start at all due to failing equipment on a routine basis. Just this month alone the vehicle has failed to start twice, requiring both 12 volt batteries and an alternator to be replaced.

Attached you will find the following:

- Vehicle replacement nomination form signed by Myself, Mark Kozak, and Bill Juhlin for Gerald Pherson
- Federal Assistance to Firefighter Grant request declination letter to replace Medic- 3
- 2013 Public Works shop evaluation; Gerry on Annual Leave, so not able to provide Capital Outlay Request as of this writing. A Capital Outlay Request from Gerry for FY2013
- Request for quotes were made to (1) Braun Northwest (2) Life Line Ambulance (3) Cascadia Fire and Emergency Equipment. To date Braun Northwest is the only one who has provided a quote (See attached).
- Kodiak Fire Department repairs history from January 2003 – Current

Not included are total cost spent on Medic – 3. These costs are tracked by Public Works shop Supervisor who has been on Annual Leave since this writing.

Thank you.

**CITY OF KODIAK
 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
 VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
 1 of 2 pages**

Costs are estimated at (check one)
 Less than \$10,000
 XX Greater than \$10,000

The Following Signatures are required:
 Vehicle Maint. Supervisor *Mark Kozel*
 Department Head: *[Signature]*
 City Manger: _____ *for Jerry Peterson*

This purchase is requested to be funded in Fiscal Year	Fiscal Year : FY2014
Prepared by: Rome Kamai, Fire Chief	Date: March 11, 2013
Department: Fire	
Nomination Name: Ambulance replacement 1 of 2	

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)	
Unit ID Number	Medic 3
Year – Make - Model	1997 International 4300 Ambulance
Engine Size – Fuel Type	4700 Series Diesel Turbo V-8
Current Mileage	57,151
Body Condition	Corrosion, paint dulling, poor.
License Plate No.	XXV-564
VIN or Serial Number	1HTSLAAM4TH366835

FUNCTION: WRITE A BRIEF SUMMARY OF HOW THIS UNIT HAS BEEN USED AND HOW OFTEN.

Medic 3 is a 1997 ambulance used as one of three primary first response Advanced Life Support ambulance. It also dual role serves as the primary outgoing medevac transport ambulance averaging 80 to 100 transports per year.

It would also be used to transport victims to the hospital that were involved in a mass casualty incident for example a commercial airliner crash, loaded school bus vehicle accident, or multiple victims/ multiple vehicle accident.

JUSTIFICATION: WRITE A BRIEF SUMMARY OF WHY THIS UNTI IS BEING REPLACED. INCLUDE ITEMS SUCH AS HISTORY, CONDITION ASSESSMENT, COSTS, USES, PUBLIC WORKS EVALUATION REPORT, ETC.

This particular ambulance is past due on its original intended replacement date of 2007. Alternative funding sources were sought in 2010 through a State of Alaska Code Blue Phase 11 grant submittal, and again in 2012 through Assistants to Firefighters grant; both submittals were unsuccessful in receiving full funding.

Its condition as verified by the Public Works Vehicle Maintenance Supervisor requires immediate replacement due to various electrical, mechanical and chassi problems like; corrosion, breakage, degradation, electrical short.

Medic 3 has been in service since 1997, and has received daily, weekly, monthly and yearly maintenance. Within the last three fiscal years the ambulance is succumbing to its environment (salt air), and use as a primary first response ALS ambulance. It has been recommended for replacement by the PW Maint. Supervisor on Public Works Evaluation Report number FY 2011, FY 2012, FY 2013, and FY2014.

**CITY OF KODIAK
 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
 VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
 2 of 2 pages**

Proposed Dispositions of Replaced Unit as Determined by Vehicle Maintenance Division (check one):

- To General Fleet
- To Surplus Sale

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)	
Year – Make - Model	2013 or better 4500 chassis
Engine Size – Fuel Type	V-8 Diesel
Number of Doors	2 front cab doors; one patient access side door, rear patient loading door in patient compartment area.
Seating Capacity	2 in front cab; 5 seated in patient compartment
Specialty Items	LED telescoping light tower, powered cot, stair chair,
Color , Police Package, Tires, Transmission, Etc.	Red, with Ambulance striping and emergency lighting package.

REQUESTED NEW UNIT COSTS	
Basic Equipment Costs	\$181,000
Specialty Equipment Cost	\$20,000
Shipping Costs	\$ FBO - Kodiak
Total Costs	\$201,000.

OPERATIONAL COSTS:

Attach a detailed spreadsheet describing the last five years' annual costs to operate this unit, including fuel consumption, maintenance materials, AND maintenance labor.

Capital Outlay Request

City of Kodiak



Department: Public Works Maintenance Shop, Gerald Pherson
Division: Kodiak Fire Department
Priority:

Request: 1997 International Vin # 1HTSLAAM4TH366835
Estimated Cost:
Trade-In KFD Medic III

**Justification and/or
Comments**

Medic 3 shows approximately 57,000 miles on the odometer and 5000 hours on the engine. It has been used by the Kodiak Fire Department since new.

The body and frame has developed more rust in the past two years. The rear brackets for the step and bumper have rusted completely through; consequently the rear bumper almost fell off. This vehicle has some electrical issues that are inaccessible or too costly to repair. Medic 3 has also left the fire department stranded alongside the road several times due to electrical components breaking down. The engine has a few minor leaks that are not significant to normal operation.

Overall condition of Medic 3 is becoming worse but fair considering the age. Many parts for this vehicle have become obsolete or hard to find.. This vehicle is on a 15 year replacement schedule. During the evaluation in '09 it was recommended it be replaced in the fiscal year 2011. The city has continued to extend the life of Medic 3. Due to the age, rust and the lack of dealership support I recommend Medic 3 for replacement in the 2014 fiscal year.

City of Kodiak Vehicle Evaluation

- Evaluation date 3-28-2013
- City vehicle ID number KFD Medic 3
- Vehicle odometer reading 5781.0 miles 5,000.9 hours
- Vehicle history Ambulance
- Vehicle test drive notes steering felt slow,
- Assess engine and transmission performance good power and shifting

Under vehicle inspection

- Front brakes condition, amount remaining RF 75% LF 75%
- Rear brakes condition, amount remaining RR 75% LR 75%
- Brake hoses, lines and cables The brake lines are slightly
Rusted, cables and hoses are fair
- Suspension and steering components, including tie rods, drag link, ball joints, springs shackles and shocks steering components are okay, springs appear
overloaded due to rim age, shocks ok, shackles rusty
- Condition of frame, frame hangers and body mounts fair, rust starting to
appear in a few areas
- Transmission, transfer case and differentials transfer case and diff. components
are slightly rusty No issues present
- Underside of engine and engine compartment oil appears to be leaking from oil pan

Under hood inspection

- Check all fluid levels and record all fluids are in the proper level
- Check battery and charging system Battery and charging system ok
- Inspect engine for leaks, exhaust, oil, coolant oil pan has slight leak,
No other leaks found
- Inspect power steering, hoses, belts and accessories power steering
components in good condition
- Inspect electrical components and wiring wiring appears to be good
- Check cylinder power balance or compression cylinder power balance
appeared good
- Check power train control module for codes No codes present

Vehicle exterior

- Check for body damage—fenders, bumpers Corrosion around rear wheel wells

- Check glass—windows, windshield glass is in good condition
- Check lights – lenses and proper operation all the lights work properly

Vehicle interior

- Check interior—seats, steering wheel, pedals and panels a few small holes in seat
- Check vehicle controls and accessories Cruise control dash panel broken

Added notes:

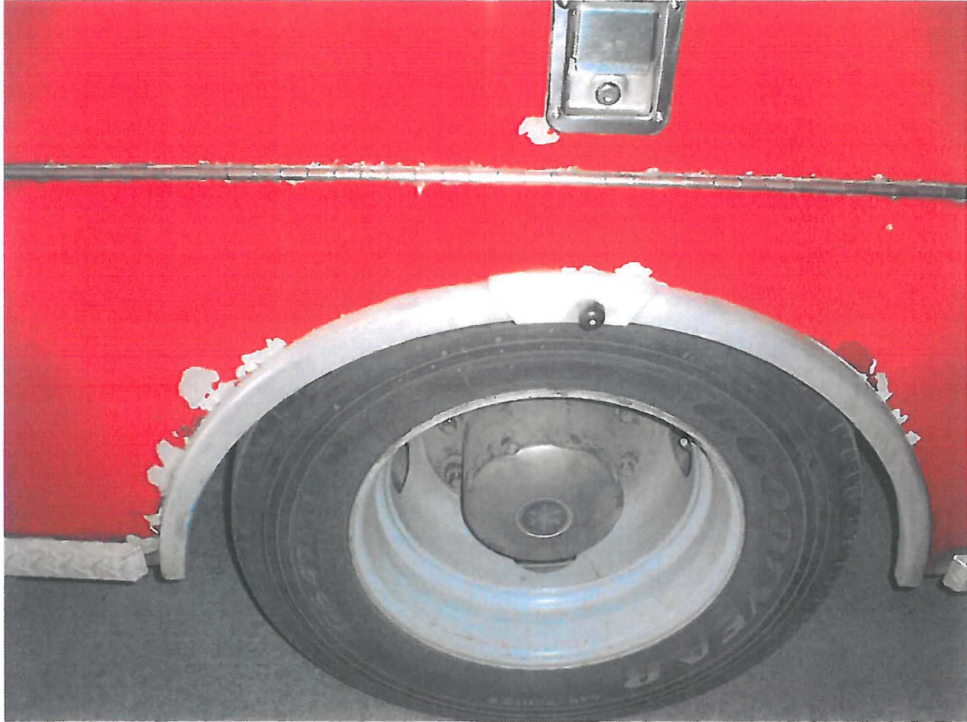
Medic 3

DATE	DESCRIPTION	CLASS	AMOUNT	DEBIT	CREDIT	BALANCE
1/19/2010	Fire Truck	GM	3.5	154		168.65
2/23/2010	Fire Truck	GM	9	396		16.88
4/20/2010	Fire Truck	GM	2.5	110		0
4/26/2011	Fire Truck	GM	10	440		1480.47
7/15/2010	Fire Truck	gm	2	88		76.77
12/13/2011	Fire Truck	GP	1.5	66		8.7
6/18/2012	Fire Truck	RC	2	88		113.51
7/30/2012	Fire Truck	GP	1	44		52.6
7/24/2012	Fire Truck	GP, RC	10	440		197.28
7/28/2012	Fire Truck	RC	3	132		1093.03
2/6/2013	Fire Truck	SO	13	572		96.51
4/9/2013	Fire Medic	BJ	3	132		403.99
4/25/2013	Fire Medic	GP	1	44		0

2706 3708.39

Kodiak Fire Department Medic 3





BRAUN-NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

MARCH 15, 2013

**KODIAK FIRE DEPARTMENT
ATTN: FIRE CHIEF ROME KAMAI
219 LOWER MILL BAY ROAD
KODIAK, AK 99615
RKAMAI@CITY.KODIAK.AK.US**

RE: 2013 NORTH STAR 167-1 AMBULANCE

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL:

**ONE (1) 2013 NORTH STAR 167-1 AMBULANCE ON A 2013 FORD F450 4X4 AMBULANCE
PREP CHASSIS BASED UPON THE ENCLOSED CODE BLUE VEHICLE #684-1
SPECIFICATIONS DATED 5-20-2005 AND DRAWINGS DATED 5-27-2005 WITH THE
FOLLOWING CHANGES:**

- 2013 MODEL YEAR FORD F450 4X4 CHASSIS
- F.O.B. KODIAK, AK
- TWO (2) VISITS TO THE PLANT FOR TWO (2) PEOPLE, ORIGATION POINT: KODIAK, AK
- SHIFT ON THE FLY
- WILL BURT NS 2.3, EXTENDS TO 7.5 FT, 2X75W, 12VDC WHELEN LED

TOTAL AMOUNT F.O.B KODIAK, AK.....\$181,000.00
Sales tax not included

F.O.B.: KODIAK, ALASKA

DELIVERY: APPROXIMATELY ONE HUNDRED EIGHTY (180) DAYS.

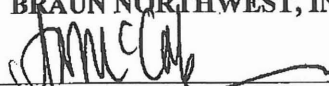
**TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT
OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS.**

Braun Northwest, Inc. is an Alaska business (#706823).

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.)

**Respectfully Submitted by
BRAUN NORTHWEST, INC**

**We agree to accept the above proposal:
KODIAK FIRE DEPARTMENT**



Tami McCallum, Sales Manager

Signature Date

Date: 3/15/13

Printed Name Title



EMERGENCY VEHICLES



TM/sel
cc: RU

Enclosures: Specifications, drawings

www.braunnw.com

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Rome Kamai, Fire Chief 
Date: July 25, 2013

Agenda Item: V. g. Authorization of Fire Truck Purchase

SUMMARY: One of the fire pumper trucks used in the Fire Department, a 1986 E-One Cyclone pumper, was evaluated and identified for replacement in 2011 and was budgeted as a capital purchase in the FY2012 budget. Staff looked for grant funding, and the City Council identified the pumper as one of its state legislative priorities during that time, but no funding was available. In October 2012, the fire pumper was decommissioned due to severe mechanical, pump, and electrical issues that were not cost effective to fix. The City's budget identifies a replacement fire pumper as a capital purchase in the amount of \$450,000. Based on the City's need and staff's work, staff recommends Council authorize the purchase of a replacement fire pumper manufactured by the Pierce Manufacturing Company and its distributor, Hughes Fire Equipment, in the amount of \$450,000 FOB Kodiak.

PREVIOUS COUNCIL ACTION: The replacement fire pumper truck was included in the FY2012 budget in the General Capital Projects fund. Staff presented the purchase request to Council at the July 9, 2013, work session.

DISCUSSION: The Fire Department operates three fire trucks in its normal course of business. The Department sends the fire pumpers as initial response vehicles to all fire calls within the City and upon request for mutual aid from neighboring fire service districts or the USCG base.

The Public Works shop evaluated the Department's 1986 E-One Cyclone pumper and determined that it had reached the end of its useful life and recommended its replacement. The replacement was budgeted in FY2012, and staff tried to find funding assistance to help offset the high cost of the truck. Efforts were not successful, and now the City must take the necessary steps to replace the truck in this current fiscal year. The pumper was decommissioned last fall due to severe mechanical, pump, and electrical problems. The Public Works maintenance shop supervisor recommended that the pumper truck be replaced as soon as possible. The City's Vehicle and Equipment Replacement Policy identifies a review and replacement schedule for fire trucks at 20 years, and the National Fire Protection Agency standards recommend a 20-year service life for fire pumpers as well.

Since the 1986 pumper has been taken out of commission, the Fire Department operates one fire pumper (12-year service life) and one ladder truck (13-year service life) to respond to fire calls. When either one

of those vehicles are out of service for repair or maintenance, the Department is down to one vehicle for fire response. This poses several issues of concern. First, there are several residential areas, including Cope Street and Natalia that the ladder truck cannot access due to its length and intended design use. Second, the lack of a second pumper reduces the total water fire flow capability of the Department with regard to Insurance Service Organization (ISO) ratings and general firefighting capability for large and complex structures. Third, when the Fire Department is down to one fire vehicle, they cannot respond to mutual aid requests from other fire service districts or the USCG base because the City's jurisdiction would not be protected.

The Fire Department's fleet of firefighting vehicles are made by the Pierce Manufacturing Company. The ability to standardize the vehicle make allows the Public Works maintenance shop mechanics to receive factory training from the manufacturer, thus streamlining the repair or diagnostic process. Standardization of compartments, fire pumps, and components also benefit the Department. Kodiak City Code Title 3.12.070, exceptions to bidding requirements, allows the City to maintain a sole source fire vehicle manufacturer, which is what staff is recommending in this case.

ALTERNATIVES:

1. Approve the purchase of a new fire pumper truck manufactured by Pierce Manufacturing Company in the amount of \$450,000, which is staff's recommendation as it allows the Fire Department to replace its decommissioned fire pumper with a new one that will meet the community's fire response needs.
2. Do not authorize this purchase. This alternative is not recommended, because it would impact the level of service the Fire Department currently provides.

FINANCIAL IMPLICATIONS: The fire engine has an approved capital budget of \$450,000, with \$450,000 funding coming from a transfer from the General Fund. The project is in the General Fund, General Capital Projects Fund and has a balance of \$450,000. After the fire engine is put into service, the General Fund, Fire Department will be charged an annual vehicle replacement cost of \$30,247 for 20 years. This is based on the useful life of 20 years and a 3% inflation factor to accumulate replacement costs by the end of the useful life of the fire engine. The replacement funding will be placed in the Vehicle Fund Replacement Capital Project Fund.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the purchase of a new pumper truck for the Fire Department manufactured by the Pierce Manufacturing Company in the amount of \$450,000, with funds coming from the FY2014 General Capital Project fund.

CITY MANAGER'S COMMENTS: This is a very expensive piece of equipment, but it is also a critical piece of equipment as outlined by Fire Chief Rome Kamai. We tried to find funding through

grants and the legislative appropriations process over a two-year period and were not successful. I support his recommendation to purchase this Pierce pumper truck and agree with the benefits of having this equipment sole sourced as allowed in KCC 3.12.070. Therefore, I recommend Council approve this purchase in the amount of \$450,000.

ATTACHMENTS:

- Attachment A: Vehicle replacement nomination memo
- Attachment B: CIP vehicle replacement nomination form
- Attachment C: Public Works fire pumper evaluation
- Attachment D: Email quote

PROPOSED MOTION:

Move to authorize purchase of a replacement fire pumper manufactured by the Pierce Manufacturing Company through its distributor, Hughes Fire Equipment, in the amount of \$450,000 with funds coming from the General Capital Project Fund, Fire Department Engine Account.

**Kodiak Fire
Department**

Memo

To: Aimee Kniazowski, City Manager
From: Rome Kamai, Fire Chief
CC:
Date: 7/2/2013
Re: Vehicle replacement nomination – Fire Engine

Aimee:

This memo serves as the cover for a Vehicle replacement nomination to replace a fire engine that was decommissioned in January 2013 due to multiple system, chassis, and component problems. That unit at the time was designated as Engine- 3 (1F9BAA88G1037754).

Engine– 3 original replacement dates were at or around 2006. Due to attempts to find alternative funding sources e.g. federal or state grants, which were declined, its replacement has been deferred. At the present, the City is protected by one fire engine (Engine- 1), and one aerial truck (Truck- 1). Both units are currently at 10 to 11 years in service respectively, and are also on a 20 year replacement schedule. As mentioned in previous correspondence, the ability to provide the accepted level of service is reduced dramatically when either Engine – 1 or Truck – 1 are out of service for repair or maintenance for any amount of time.

The current need to have adequate firefighting capability for a City this size warrants that it be replaced in FY2014 with funds coming from the General Fund in the amount of \$450,000

Attached you will find the following:

- Vehicle replacement nomination form signed by Myself, Mark Kozak, and Bill Juhlin for Gerald Pherson
- Engine – 3 decommission and re-sale document
- Capital Outlay Request to replace Engine- 3 in FY2012 & FY2013 by Public Works Shop Supervisor Gerald Pherson
- Request for quote was made to Hughes Fire Equipment who is the distributor of Pierce Manufacturing. This is an attempt to standardize the maker of fire apparatus used by the department to minimize the need for Public Works Shop mechanics having to learn different maker's equipment and operating systems.

Thank you.

CITY OF KODIAK
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
1 of 2 pages

Costs are estimated at (check one)

- Less than \$10,000
 XX Greater than \$10,000

The Following Signatures are required:

Vehicle Maint. Supervisor Mark Kozel

Department Head: [Signature]

City Manger: _____

[Signature] for
[Signature] Person

This purchase is requested to be funded in Fiscal Year	Fiscal Year : FY2014
Prepared by: Rome Kamai, Fire Chief	Date: March 11, 2013
Department: Fire	
Nomination Name: Engine replacement	

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)

Unit ID Number	Engine - 3
Year – Make - Model	1986 E- One Cyclone Pumper
Engine Size – Fuel Type	Diesel Turbo V-8
Current Mileage	Vehicle decommissioned
Body Condition	Vehicle decommissioned
License Plate No.	
VIN or Serial Number	1F9BBAA88G1037754

FUNCTION: WRITE A BRIEF SUMMARY OF HOW THIS UNIT HAS BEEN USED AND HOW OFTEN.

The replacement engine will serve as the first responding engine to all fire calls in the City and upon request for Mutual Aid from other districts in the Kodiak Island Borough to include the USCG Base / Kodiak. The department responds to 200 fire responses per fiscal year.

JUSTIFICATION: WRITE A BRIEF SUMMARY OF WHY THIS UNIT IS BEING REPLACED. INCLUDE ITEMS SUCH AS HISTORY, CONDITION ASSESSMENT, COSTS, USES, PUBLIC WORKS EVALUATION REPORT, ETC.

This engine was due for replacement in 2006. Two attempts were made to find alternative funding for the replacement cost by submitting for Assistance to Firefighter grants in 2009 and 2011; both attempts were unsuccessful in being funded. Engine 3 was decommissioned in the early part of 2013 due to mechanical, fire pump, electrical, and chassis issues that did not meet current or previous National Fire Protection Standards for fire engines.

It has been recommended for replacement by the PW Maint. Supervisor on Public Works Evaluation Report number FY 2011, FY 2012, FY 2013, and FY2014.

**CITY OF KODIAK
 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
 VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
 2 of 2 pages**

Proposed Dispositions of Replaced Unit as Determined by Vehicle Maintenance Division (check one):

- To General Fleet
- To Surplus Sale

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)	
Year – Make - Model	2013 Pierce Saber 1500 gpm pump.
Engine Size – Fuel Type	450 hp Cummins Diesel
Number of Doors	Closed cab with seating for 4 total.
Seating Capacity	4 persons
Specialty Items	
Color , Police Package, Tires, Transmission, Etc.	Red, with white striping and emergency lighting package.

REQUESTED NEW UNIT COSTS	
Basic Equipment Costs	\$450,000
Specialty Equipment Cost	\$
Shipping Costs	\$ FBO - Kodiak
Total Costs	\$450,000

OPERATIONAL COSTS:

Attach a detailed spreadsheet describing the last five years' annual costs to operate this unit, including fuel consumption, maintenance materials, AND maintenance labor.

Capital Outlay Request

City of Kodiak



Department: Public Works Maintenance Shop, Gerald Pherson
Division: Kodiak Fire Department
Priority: October 2012

Request: 1986 E-One Pumper truck Vin # 1F9BAA88G1037754

Estimated Cost:

Trade-In Kodiak Fire Department Engine #3

**Justification and/or
Comments**

As of October 2012 Engine #3 has approximately 6,200 hours showing on the hour meter and 30,000 miles on the speedometer. I believe this engine has been in Kodiak since it was new in 1986. The age of Engine #3 and environment it has been subjected to have taken their toll.

There were some noted concerns during this year's evaluation. The engine has high hours on it and has excessive amounts of blow-by. The engine blow-by is causing oil leaks in several places but mainly from the draft tubes. The engine is getting harder to start, which is typically due to lower compression or worn piston rings. The frame and suspension of Engine 3 have scaling rust that is more than surface rust. The frame and suspension also seem to creak and pop while cornering. The rear suspension has brackets and the leaf springs that have rotted due to rust. Electrical components and wiring are aging and becoming worn.

The reliability of Engine 3 in an emergency situation could be unpredictable. It is my opinion the age, condition and function of this vehicle have made it unsafe and not reasonable to remain in the Kodiak Fire Department fleet. I recommend Engine #3 be replaced in the 2013 fiscal year.

Kamai, Rome

From: Andy Klein [aklein@hughesfire.com]
Sent: Thursday, March 21, 2013 9:34 AM
To: Kamai, Rome
Subject: price estimate and component list P:ierce pumper
Attachments: Kodiak Component List 3 -21-13 Pumper.pdf

Hi Rome,

Please find attached a component list with a body similar to your last pumper but on a Pierce Saber chassis. The Saber chassis is smaller than your Quantum chassis and it would have a 450 HP Cummins engine. This will be closer to your desired price range. This has a 1500 GPM water pump to better match the engine. If we needed to power the 2000 GPM pump we would need a chassis with a big block motor which would add about \$100,000.

A good ball park price for this truck in today's dollars would be about \$510,000 delivered. If you chose to pay for the truck up front the cost would be reduced to about \$486,000. I would plan for a 4% price increase by next year.

There are some areas to consider that would take significant cost out of the truck and better utilize modern technology.



67

Please consider that the modern LED scene lights are so powerful you could eliminate the light tower and reduce the price by around \$7,000. The new Hurst eDraulic rescue tools have been working very well and run off a battery and not hydraulics. This would eliminate the need for the hydraulic generator, cord reels and hydraulic reels. This would reduce the price by approximately \$27,000.

Please call if you have any questions.

Kind Regards,
Andy Klein
360-450-7264

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Glenn Melvin, City Engineer 
Date: July 25, 2013

Agenda Item: V. h. Authorization of Bid Awards for Furniture, Fixtures, and Equipment for the New Library, Project No. 6012/12-02

SUMMARY: This memo is to recommend the authorization of awards of two contracts for furniture, fixtures, and equipment (FF&E) for the new library facility. The first is the authorization to award a procurement bid contract to Capital Office Systems in the amount of \$251,554.97, and the second is to authorize a sole source procurement contract for the custom fabrication of the circulation desk to Demco Interiors in the amount of \$48,348.90. In order to meet the library's completion schedule, staff is recommending Council authorize both contracts.

PREVIOUS COUNCIL ACTION: This is the first Council action regarding procurement of FF&E for the library project.

DISCUSSION: The FF&E procurement package was publicly bid on July 8, 2013, and two bidders responded. The bid for Capital Office Systems came in at \$251,554.97, and Think Office LLC in the amount of \$269,925.13. MRV Architects' estimate for the bid package was \$280,000. The bids were reviewed by project manager, Roe Sturgulewski, and MRV Architects. Capital Office System's bid was found to be "responsive and responsible." The attached memo from Roe Sturgulewski points out that Attachment II Bidder Acknowledgment was not signed by the bidder. In follow up the bidder was contacted and has confirmed this was an administrative error, and they agree to all of the requirements. Rise Alaska recommends that this irregularity be waived in accordance with Article 3.12.050(b) (Processing of Bids) of the City code. Rise Alaska also confirmed Capital Office System's bid was based on the plans and specifications with no substitutions.

The FFE Procurement contract for the circulation desk was negotiated with Demco Interiors as the "sole source" provider. Demco is the only manufacturer of this product and this recommendation is made in accordance with KCC 3.12.070 (d), exceptions to the bidding requirements. Negotiations were held with the vendor to maximize the contract items to best serve the interests of the City. Attachment B from Rise Alaska provides additional details regarding this procurement.

Although not ready yet, there will be two more procurements, one for IT equipment and one for miscellaneous furnishings.

ALTERNATIVES:

1. Award both procurement contracts for FF&E. The combined procurement contracts are within budget and staff believes this alternative will keep the project on schedule and on track for opening this September.
2. Do not award the procurement contracts. This alternative is not recommended because it would create project complications and impact completion of the project.

FINANCIAL IMPLICATIONS: The Council approved funding and project budget is \$12,448,372. The estimated project budget for FF&E of \$350,000 is included in the budget and is sufficient for these awards.

LEGAL: A legal review of the Capital Office System’s bid was performed by the City Attorney and it was determined that the City is not required to deem Capital’s bid nonresponsive for the omission of this signature, but instead may waive this irregularity as authorized by Kodiak City Code 3.12.050(b). City Code 3.12.070 (d) also allows the City to use a sole source vendor in cases where there is only one source which applies to the Demco proposal for the circulation desk.

STAFF RECOMMENDATION: Staff, the project manager, and the architectural firm recommend award of the bid procurement contract for Library FF&E to Capital Office Systems in the amount of \$251,554.97 and FF&E Procurement – Circulation Desk to Demco Interiors for quoted price of \$48,348.90 with funds coming from the Building Improvement Fund, New Library, Project No. 6012/12-02.

CITY MANAGER’S COMMENTS: These bid awards are some of the last of the major purchases needed to equip the new library. It is exciting and satisfying to be at this point in the project given the years of planning that have gone into providing a new state-of-the art public library for the community of Kodiak. I support the project team’s recommendation and ask Council to award these two FF&E bids.

ATTACHMENTS:

- Attachment A: Rise Alaska memorandum, dated July 12, 2013, Recommendation for Award to Capital Office Systems
- Attachment B: Rise Alaska Memorandum, dated July 12, 2013, Recommendation for Award to Demco Interiors

PROPOSED MOTION:

Move to authorize award of the bid procurement contract for furniture, fixtures, and equipment to Capital Office Systems in the amount of \$251,554.97, and a separate procurement contract to Demco Interiors for the circulation desk for the quoted price of \$48,348.90, with funds coming from the Building Improvement Fund, New Library, Project No. 6012/12-02 and authorize the City Manager to execute the contracts on behalf of the City.



Memorandum

an  ARCADIS company

TO: Aimee Kniazowski
FROM: Roe Sturgulewski
DATE: July 16, 2013
RE: Kodiak Public Library – Capital Office Systems
Project # 12-02 New Library Building/Furniture, Fixture and Equipment Procurement Bid
Recommendation for Award

This memo is to recommend award of the Fixtures, Furniture and Equipment (FFE) Procurement Bid contract to Capital Office Systems in the amount of \$251,664.97. We have reviewed their bid and find it to be responsive and responsible.

The Capital Office Systems bid did contain a minor irregularity. Attachment II was a Bidder Acknowledgment. The document was completed but was not signed. The City Attorney has reviewed this omission and found the bid to be responsive. The bidder is bound by the requirements by submittal of their bid. We recommend that this irregularity be waived in accordance with Article 3.12.050(b) (Processing of Bids) of the City Code.

We have confirmed Capital Office System's bid was based on the plans and specifications with no substitutions.

MRV Architects worked with the library staff to define FF&E requirements for the new facility. About two-thirds of the new elements are included in this bid package. Attachment A presents the bid schedule and plan showing elements provided in this package.

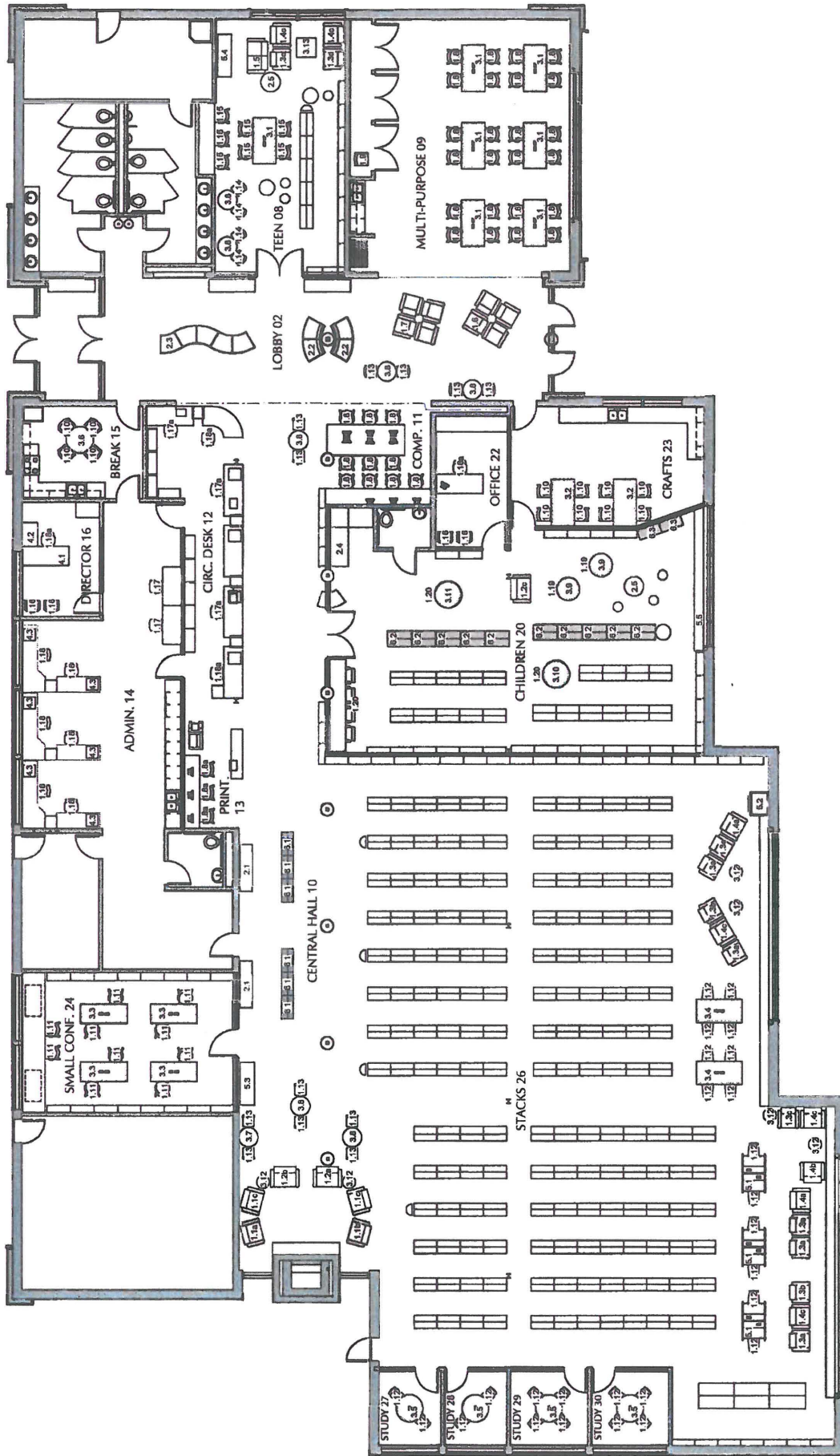
The MRV estimate for this bid package was \$280,000. Bids were received from one other Bidder, Think Office LLC, in the amount of \$269,925.13.

The FF&E is scheduled to be installed between 10/15/13 and 10/25/13.

There are three other categories of FF&E elements that will be procured:

1. The Circulation Desk
2. IT Equipment
3. Other Miscellaneous Furnishings

Please contact me at (907) 343-3013 if you have any questions.



Attachment A

ITEM No.	ITEM NAME	MAUFACT	QTY	MODEL No.	ITEM DESCRIPTION
Seating - General					
1.1a	Lounge Chair w/ Tablet (right)	Integra	1	REE-1-MT1(4)-HGF4-BH	Soiree - Upholstered Rolled Arm Chair. 39.5Wx32Dx33.5H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on right as seated, Hide & Go Mobility, Recessed Pull Handle.
1.1b	Lounge Chair w/ Tablet (left)	Integra	1	REE-1-MT1(5)-HGF4-BH	Soiree - Upholstered Rolled Arm Chair. 39.5Wx32Dx33.5H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Recessed Pull Handle.
1.1c	Lounge Chair	Integra	2	REE-1-HGF4-BH	Soiree - Upholstered Rolled Arm Chair. 39.5Wx32Dx33.5H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Hide & Go Mobility, Recessed Pull Handle.
1.2a	Lounge Chair, Oversize w/ Tablet (right)	Integra	1	REEO-1-MT1(4)-HGF4-BH	Soiree - Upholstered Rolled Arm Chair. 44.5Wx32Dx33.5H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on right as seated, Hide & Go Mobility, Recessed Pull Handle.
1.2b	Lounge Chair, Oversize w/ Tablet (left)	Integra	1	REEO-1-MT1(5)-HGF4-BH	Soiree - Upholstered Rolled Arm Chair. 44.5Wx32Dx33.5H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Recessed Pull Handle.
1.2c	Lounge Chair, Oversize	Integra	1	REEO-1-HGF4-BH	Soiree - Upholstered Rolled Arm Chair. 44.5Wx32Dx33.5H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Hide & Go Mobility, Recessed Pull Handle.
1.3a	Lounge Chair w/ Tablet and Power (right)	Integra	4	RW-1-MT1(4)-HGF4-HB-BH-EB4	Rendezvous - Upholstered Hard Maple Wood Cap Arm Chair. 33Wx32Dx32H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on right as seated, Hide & Go Mobility, Higher Back, Recessed Pull Handle, Electric Power Port on right as seated.
1.3b	Lounge Chair w/ Tablet and Power (left)	Integra	2	RW-1-MT1(5)-HGR4-HB-BH-EB5	Rendezvous - Upholstered Hard Maple Wood Cap Arm Chair. 33Wx32Dx32H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Higher Back, Recessed Pull Handle, Electric Power Port on left as seated.

1.3c	Lounge Chair w/ Tablet (right)	Integra	2	RW-1-MT1(4)-HGF4-HB-BH	Rendezvous - Upholstered Hard Maple Wood Cap Arm Chair. 33Wx32Dx32H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on right as seated, Hide & Go Mobility, Higher Back, Recessed Pull Handle.
1.3d	Lounge Chair w/ Tablet (left)	Integra	1	RW-1-MT1(5)-HGF4-HB-BH	Rendezvous - Upholstered Hard Maple Wood Cap Arm Chair. 33Wx32Dx32H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Higher Back, Recessed Pull Handle.
1.3e	Lounge Chair	Integra	2	RW-1-HGF4-HB-BH	Rendezvous - Upholstered Hard Maple Wood Cap Arm Chair. 33Wx32Dx32H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Hide & Go Mobility, Higher Back, Recessed Pull Handle.
1.4a	Lounge Chair, Oversized w/ Tablet and Power (left)	Integra	2	RWO-1-MT1(4)-HGR4-BH-EB4	Rendezvous Oversize - Upholstered Hard Maple Wood Cap Arm Chair. 38Wx32Dx34H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Recessed Pull Handle, Electric Power Port on left as seated.
1.4b	Lounge Chair, Oversized w/ Tablet (left)	Integra	1	RWO-1-MT1(4)-HGR4-BH	Rendezvous Oversize - Upholstered Hard Maple Wood Cap Arm Chair. 38Wx32Dx34H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Recessed Pull Handle.
1.4c	Lounge Chair, Oversized	Integra	5	RWO-1-HGR4-BH	Rendezvous Oversize - Upholstered Hard Maple Wood Cap Arm Chair. 38Wx32Dx34H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Standard Maple Tablet Arm (300 lb capacity) with natural finish on left as seated, Hide & Go Mobility, Recessed Pull Handle.
1.5	Oversized Settee	Integra	1	RWO-2-HGR4 - BH	Rendezvous Oversized Settee - Upholstered Hard Maple Wood Cap Settee. 64Wx32Dx34H. Steel inner construction, solid hardwood feet, Lifetime warranty. Options: Hide & Go Mobility, Recessed Pull Handle.
1.6	Modular Lounge Chair w/ Tablet	Agati	4	GEE-STG-2001-WPS, OPT-UPH-20, TAB-01, casters	Gee Lunge Chair with upholstered armrests, cushioned seat and back, metal legs, hard-floor-casters, and wood veneer screen, 10-year warranty. 31Wx29Dx48H. Two-tone fabric and tablet arm (mounted on left as seated).
1.7	Modular Lounge Chair	Agati	4	GEE-STG-2001-WPS, OPT-UPH-20, casters	Gee Lunge Chair with upholstered armrests, cushioned seat and back, metal legs, hard-floor-casters, and wood veneer screen, 10-year warranty. 31Wx29Dx48H. Two-tone fabric.
1.8	Nesting Cantilever Armchair	KI	34	SNCAU-CH-PSA-S	Strive with Arms - Upholstered nesting cantilever armchair. 23Wx22.75Dx33.75H. Injection-molded polypropylene reinforced with steel, 1" 13-gauge frame, 1" foam seat, hard floor casters.
1.8a	Nesting Cantilever Armchair	KI	3	SNCAU-CH-PSA-C	Strive with Arms - Upholstered nesting cantilever armchair. 23Wx22.75Dx33.75H. Injection-molded polypropylene reinforced with steel, 1" 13-gauge frame, 1" foam seat, hard floor casters.

1.9	Wire Rod High Density Stacking Chair	KI	30	SWNAU-CH+PSA-NS	Strive Wire Rod High Density Stacking Chair - Upholstered seat armless stacking chair. 19.5Wx22.25Dx32.5H. Injection-molded polypropylene with integral steel springs, 7/16" solid steel rod frame, non-side glides, 1" foam seat.
1.9a	Stacking Chair Transport Dolly	KI	2	CSD.BL	Transport Dolly - Black powder-coated transport dolly for stacking chairs with 5" casters. 15 upholstered-chair capacity.
1.10	Wire Rod High Density Stacking Chair	KI	12	SWNAU-CH-TO-NS	Strive Wire Rod High Density Stacking Chair - Poly seat armless stacking chair. 19.5Wx22.25Dx32.5H. Injection-molded polypropylene with integral steel springs, 7/16" solid steel rod frame, non-side glides.
1.11	Task Armchair	KI	10	TAPCAU-SA-C	Torsion Air Task Armchair - Upholstered seat over 1-1/2" foam on two-piece molded polypropylene liner, flexible upholstered back connected with torsion mechanism, 5 blade base with double high-impact thermoplastic wheels, armrest support integral to backrest support. 26.5Wx26.5Dx38.5H.
1.12	Wood Chair	KI	26	CRCHR18-M-MMA	Crossroads Wood Chair - Wood library chair. 18" high seat. Mortise and tenon with screw joiner, corner-block frame reinforcing, 10-year warranty.
1.13	Café Stool	KI	12	S15NALW-CH-MMA-P-VSB-C06	Versa Café Stool - café stool with wood back. 22.6Wx22.4Dx43"H. 9-ply hard maple wood seat and backrest, 7/8" o.d. 13-gauge tubular steel frame, 10-year warranty.
1.14	Café Stool, Teen	TMC	4	SFLA11220A	Flick Bar Chair - arc-back molded plywood bar chair on 7/16" solid steel rod frame. W19.5x21Dx44H. Cross-wave cutout.
1.15	Stacking Chair, Teen	TMC	7	SFLA11318A	Flick Adult Chair - arc-back molded plywood stacking chair on 7/16" solid steel rod frame. W19.5x21Dx33.5H. Cross-wave cutout.
1.16	Guest Chair	Coriander	4	2012	Redmond Side Chair - Upholstered split seat and back, maple tapered legs, frame and arms, curved front and back stretcher. 23.5Wx24Dx32H.
1.17	Task Stool	KI	2	KI75/KR72-NF-SLD-NH-BL-S	Impress Ultra Adjustable Loop Arm Task Stool - Upholstered seat over 2-1/2" foam on 1/2" saddle-shaped plywood, polyethylene mesh back, 5 blade base with double high-impact thermoplastic wheels, chrome-plated 20" footing. 26Wx57H.
1.17a	Task Stool	KI	3	KI75/KR72-NF-SLD-NH-BL-C	Impress Ultra Adjustable Loop Arm Task Stool - Upholstered seat over 2-1/2" foam on 1/2" saddle-shaped plywood, polyethylene mesh back, 5 blade base with double high-impact thermoplastic wheels, chrome-plated 20" footing. 26Wx57H.
1.18	Task Chair	KI	6	KI74/KR72-NF-SLD-NH-BL-S	Impress Ultra Midback Adjustable Loop Arm Task Chair - Upholstered seat over 2-1/2" foam on 1/2" saddle-shaped plywood, polyethylene mesh back, 5 blade base with double high-impact thermoplastic wheels. 26Wx43H.

1.18a	Task Chair	KI	4	KI74/KR72-NF-SLD-NH-BL-C	Impress Ultra Midback Adjustable Loop Arm Task Chair - Upholstered seat over 2-1/2" foam on 1/2" saddle-shaped plywood, polyethylene mesh back, 5 blade base with double high-impact thermoplastic wheels. 26Wx43H.
1.19	Chair, Child	TMC	8	SKEC113 - 12" seat	Kestrel Child Chair - Molded plywood shell with solid maple legs with a concealed 12-gauge steel tube understructure. 14.5Wx17Dx36H, with 12" seat height. Starfish, Sunshine, Bear and Dragonfly cutouts.
1.20	Chair, Youth	TMC	12	SKEC113 - 16" seat	Kestrel Child Chair - Molded plywood shell with solid maple legs with a concealed 12-gauge steel tube understructure. 14.5Wx17Dx36H, with 16" seat height. Starfish, Sunshine, Bear and Dragonfly cutouts.
Seating - Benches					
2.1	Panel End Bench	Arcadia	2	7972-NS	Panel End Bench - 3 upholstered cushions over hardwood maple frame. 72Lx20Dx18H.
2.2	High Backed Bench	Arcadia	4	2761	Achella Modular bench-Lounge Chair, armless, 30-degree outside wedge, engineered hardwood frame. 36.75Wx28.5Dx29.5H.
2.3	30-Bench	Arcadia	5	2785	Achella Modular bench- 30-degree Bench, engineered hardwood frame. 22.5Wx26.75Dx18H.
2.4	Modular Bench	Integra	1	(1) CIC-1-90, (2) CST-1-30, (2) CST-1-38	Coffee House Freestanding Seating. Dymntrol suspension, wood legs, lifetime warranty. One (1) 90-Degree Inside Corner: 30Wx30Dx34H. Two (2) 30" Straight Benches: 30Wx30Dx34H, One (1) custom 38" Straight Bench: 38Wx30Dx34H.
2.5a	15" Ottoman	Coriander	6	9010-O15	Kenzie Round Ottoman - Upholstered Hardwood Frame. 15Dx12H.
2.5b	24" Ottoman	Coriander	3	9010-O24	Kenzie Round Ottoman - Upholstered Hardwood Frame. 24Dx15H.
2.5c	30" Ottoman	Coriander	2	9010-O30	Kenzie Round Ottoman - Upholstered Hardwood Frame. 30Dx18H.
Tables					
3.1	Study Table, Folding w/ Power	SurfaceWorks	7	TTZF.R.3672.T4	Zume Folding Table - folding table with rubber casters on one leg and vinyl T™ edge banding. 36Wx72D. (2) Mho Power/Data Units (retractable when not in use) with corded connection, Horizontal Universal Wire Raceway attached to bottom surface, Vertical Universal Leg Wire Raceway attached to table leg.
3.2	Study Table, Folding	SurfaceWorks	2	TTZF.R.3672.T4	Zume Folding Table - folding table with rubber casters on one leg and T™ edge banding. 36Wx72D.
3.3	30 x 72 Study Table w/ Power	KI	4	CRT3072-M-PCRV-29-2P-CTRG-SA-MMA	Crossroads Study Table - 1-1/4" thick table with solid maple edging, legs attached with heavy gauge metal plate, 3/4" thick solid maple apron rails. 30Wx72Dx29H. Wood-routed wireway in legs. (2) Power-Up Modules in table top.

3.4	36 x 72 Study Table w/ Power	KI	2	CRT3672-M-PCRV-29-2P-CTRG-SA-MMA	Crossroads Study Table - 1-1/4" thick table with solid maple edging, legs attached with heavy gauge metal plate, 3/4" thick solid maple apron rails. 36Wx72Dx29H. Wood-routed wireway in legs. (2) Power-Up Modules in table top.
3.5	42 Round Study Table w/ Power	KI	4	CRT42R-M-PCRV-29-1P-CTRG-SA-MMA	Crossroads Study Table - 1-1/4" thick table with solid maple edging, legs attached with heavy gauge metal plate, 3/4" thick solid maple apron rails. 42" Diameter. Wood-routed wireway in legs. (1) Power-Up Modules in table top.
3.6	42 Round Study Table	KI	1	CRT42R-M-PCRV-29-MMA	Crossroads Study Table - 1-1/4" thick table with solid maple edging, legs attached with heavy gauge metal plate, 3/4" thick solid maple apron rails. 42" Diameter.
3.7	Gaming Café Table	KI	1	AH4R3042C-34S-MMA-CH	Athens Pedestal Table - .07" thick steel cover over 1/4" thick steel base plate, 4" diameter, 14-gauge steel column, 1-1/8" thick laminate top with 3/8" wood edge band. 30" diameter, 42" tall. Print of chessboard on laminate top surface.
3.8	Café Table	KI	7	AH4R3042C-34S-MMA-CH	Athens Pedestal Table - .07" thick steel cover over 1/4" thick steel base plate, 4" diameter, 14-gauge steel column, 1-1/8" thick laminate top with 3/8" wood edge band. 30" diameter, 42" tall.
3.9	Table, Child	TMC	2	Plover Tables - Child	Plover Tables- Child - 1.125" premium particle board core with laminate surface and phenolic backer, solid maple hardwood edge and bent hardwood maple legs. 20" high x 36" diameter.
3.10	Table, Youth	TMC	1	Plover Tables - Youth	Plover Tables- Child - 1.125" premium particle board core with laminate surface and phenolic backer, solid maple hardwood edge and bent hardwood maple legs. 26" high x 42" diameter.
3.11	Table, Youth w/ Grommets	TMC	1	Plover Tables - Youth	Plover Tables- Child - 1.125" premium particle board core with laminate surface and phenolic backer, solid maple hardwood edge and bent hardwood maple legs. 26" high x 42" diameter. 2 grommets in table top for power cords.
3.12	End Table, Cylinder	Coriander	6	2095	Ashland Occasional Table - simple geometric shaped table with wood sides and base and laminate top surface. 20" diameter, 20" high.
3.13	End Table	Coriander	1	2093	Ashland Occasional Table - simple geometric shaped table with wood sides and base and laminate top surface. 30Dx30Wx20H
Workstations and Desks					
4.1	Single Pedestal Desk (left)	KI	1	KBSPL6636B.H-LMT-LKM-KIS3-KA	Aristotle Single Pedestal Desk - Laminated 1" top and end panels, drawers with heavy-duty full extension ball bearing slides. 66Wx36Dx29H. "Option B": Box/box/file pedestal on left.
4.2	Pedestal Return (right)	KI	1	KRR3024B.H-LMT-LKM-KIS3-KA-OB	Aristotle Pedestal Return - Laminated 1" top and end panels, drawers with heavy-duty full extension ball bearing slides, open back. 30Wx24Dx29H. "Option B": Box/box/file pedestal on right.
4.3	Mobile Pedestal	KI	6	KM2BF.H-LMT-LKM-KIS2-KA	Aristotle Mobile Pedestal - Laminated 5/8" top and 1" sides and end panels, drawers with heavy-duty full extension ball bearing slides, 5-wheel anti-tip feature. 15.5Wx19Dx27.75H. Box/box/file with all drawers locking.

Miscellaneous Items				
5.1	Study Carrel - Double Face	KI	3	CRC6036S-M-PCRV-BSTR-AH-2TL-2P-SA-MMA Crossroads Double Face Study Carrel - 1-1/4" thick table with solid maple edging. 30Dx36W. Curved top panel, straight base, 2 task lights and 2 "power-Up" power/data modules.
5.2	Atlas Stand	KI	1	CRATLAS-M-PCRV-MMA Crossroads Atlas Stand. 36Wx29Dx45H. Curved end panels, 5 sliding shelves.
5.3	Credenza	KI	1	KCSS66.20.H-LMT-LKM-KIS4-KA Aristotle Credenza - Laminated 1" top and end panels, one adjustable shelf. 66Wx20Dx29H.
5.4	Credenza w/ grommets	KI	1	KCSS66.20.H-LMT-LKM-KIS4-KA Aristotle Credenza - Laminated 1" top and end panels, one adjustable shelf. 66Wx20Dx29H. Two grommets in top (one per bay), two grommets in rear panel (one per bay).
5.5	Window Seat Cushion	Comrander	1	2" foam upholstered cushion with plywood backer. 1'-8"Wx18'-6" nominal, custom shaped to fit window sill. Cushion will be divided into 5 segments.
Shelving				
6.1	New Book Display		6	48" tall x 36" long wood book shelving. One side 12" deep. One side 4" deep minimum with face sloping 2" from base to top for face-out display.
6.2	Double-Sided Browser Bins		10	Two-Tier Wood Browser Bin, Mobile, 3 Browser Bins per Tier, 25 Book Capacity. Double-sided.
6.3	Single-Sided Browser Bins		2	Two-Tier Wood Browser Bin, Mobile, 3 Browser Bins per Tier, 25 Book Capacity. Single-sided.

Attachment I
CITY OF KODIAK

FF&E PROCUREMENT FOR THE NEW KODIAK PUBLIC LIBRARY

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

1. City of Kodiak, 710 Mill Bay Road, Kodiak, Alaska 99615

1.02 FOR:

A. Kodiak Library FF&E Procurement

1.03 DATE: 7-5-2013 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name Capital Office Systems

1. Address 1120 E 35th Avenue

2. City, State, Zip Anchorage, AK 99503

1.05 OFFER

A. Having examined the all matters referred to in the Request for Bids and the Kodiak Public Library Furniture Package for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the LUMP SUM of:

B. \$ \$251664.97, in lawful money of the United States of America.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.

B. If this Bid is accepted by Owner within the time period stated above, we will:

1. Submit required insurance certificates within seven days of receipt of Notice of Award.

1.07 CONTRACT TIME

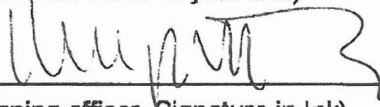
- A. If this Bid is accepted, we will complete the Work by the dates required by the Request for Bids.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- 1. Addendum # _____ Dated _____.
- 2. Addendum # _____ Dated _____.
- 3. Addendum # _____ Dated _____.

1.09 BID FORM SIGNATURE(S)

- A. Capital Office Systems
(Bidder - print the full name of your firm)
- B. 
(Authorized signing officer, Signature in Ink)
- C. Kimberly Pittman
(Authorized signing officer - print full name)
- D. Workplace Consultant
(Authorized signing officer - print title)

Bid Form Ends.

Attachment II

CITY OF KODIAK

FF&E PROCUREMENT FOR THE NEW KODIAK PUBLIC LIBRARY

ACKNOWLEDGEMENT

I certify that I am duly authorized representative of the firm listed below and that information and materials enclosed with this bid accurately represent capabilities of the office listed below for providing the services indicated. The City of Kodiak is hereby authorized to request any owner identified in this bid to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

Signature: _____

Office Address for which this submittal is made:

Name: Kimberly Pittman Title: Workplace Consultant

Firm: Capital Office Systems Address: 1120 E 35th Avenue

City: Anchorage State/Zip: Alaska 99503

Telephone: 907-777-1520 FAX: 907-777-1516

Alaska Business License No. 54445

Type of Firm (check one)

Individual

Partnership

Corporation in the State of: Alaska

Other (specify): _____

Form Ends.

Attachment III

CITY OF KODIAK

FF&E PROCUREMENT FOR THE NEW KODIAK PUBLIC LIBRARY

KEY PERSONNEL

List in the space provided below or by attachment in the form shown below, the staff proposed to be used in this project.

FIRM	KEY PERSONNEL (1)	RESIDENCE	TASKS
1. Capital Office	Kim Pittman	Alaska	Sales
2. Capital Office	Kim Pettit	Alaska	Logistics
3. Capital Office	John Rafferty	Alaska	Management
4. Capital Office	Richard Bole	Alaska	Sales
5. Capital Office	Donna Cote	Alaska	Operations
6. Capital Office	Eric Brooker	Alaska	Operations
7. Capital Office	Jeremy Hamlin	Alaska	Operations
8.			
9.			
10.			

- (1) Proposed key personnel who would have major responsibilities for performance of the service required. List the staff members, currently employed, who may be available to provide support (e.g., managerial, supply payroll, logistic, engineering, etc.) to the proposed project.

Form Ends.



Memorandum

an  ARCADIS company

TO: Aimee Kniaziowski
FROM: Roe Sturgulewski
DATE: July 16, 2013
RE: Kodiak Public Library – Demco Interiors
FFE Procurement – Circulation Desk
Recommendation for Award

This memo is to recommend award of the Fixtures, Furniture and Equipment (FFE) Procurement contract for the circulation desk for the new Kodiak Public Library to Demco Interiors in the amount of \$48,348.90.

This recommendation is made in accordance with Article 3.12.070 (d), exceptions to the bidding requirements of the City of Kodiak Code. The circulation desk is a specialized element. After thorough review, only one vendor was found that could provide the desired desk. The design solution included straight and curvilinear elements, height adjustment capacity, certain storage and other requirements. Negotiations were held with the Vendor to maximize the contract items to best serve the interests of the City. This included modifications to the scope and price of their initial proposal.

The circulation desk is scheduled to be installed by the end of October 2013.

Please contact me at (907) 343-3013 if you have any questions.



4810 Forest Run Road
 Madison, WI 53708-8548
 ph 800.747.7561 fax 800.730.8094

PROJECT QUOTATION

PAGE: 1

PROJECT ID: D3030043
 QUOTE ID: T3165241
 Version 02

DRAWING ID:

TODAY: 6/14/13

QUOTE EXPIRATION DATE: 8/13/13

PROJECT NAME: Kodiak Public Library - MRV Architects

PROJECT CONTACT: COREY WALL

CONTACT PHONE: 907-586-1371

CONTACT EMAIL: corey@mrvarchitects.com

Drawing Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
1	TKL0996		TECH Circ Desk, Fixed Ht, 72"L Desk Unit, Starter, HPL Top 18"D - must be attached to floor due to depth		3,590.90	3,590.90
2	TKAP1010		TECH Circ Desk Storage, Attached, Veneer, 2 Door Modified to 18"D		975.80	1,951.60
3	TKL0999		TECH Circ Desk, Adj Ht, 72"L Desk Unit, Starter, HPL Top *modified to widths on drawing		4,112.10	12,336.30
4	TKAP1010		TECH Circ Desk Storage, Attached, Veneer, 2 Door 2 modified to fit into desk		794.00	3,176.00
1	TKDW0920		TECH 6"H Undermount Drawer		148.50	148.50
1	DPC1612		CLC 16"W x 22"D Locking Ped with 3 box drawers, 24"H		442.40	442.40
1	TKCC0923		TECH Desk, Fixed Ht, 90 Degree Corner Desk Unit, Adder, HPL Top, Extra Adjustable Leg		7,509.10	7,509.10
2	TKAP0917		TECH Circ Desk, Box/File - free standing with raceway and HPL Top		1,104.60	2,209.20
1	TKAP0918		TECH Circ Desk, 3 Box, Free Standing with raceway and HPL Top		1,148.50	1,148.50
2	TKL0996		TECH Circ desk - FXD HT, 72"L Desk Unit, Starter, HPL Top **fixed at 42"H & modified to widths on drawings		2,568.20	5,136.40
Order Subtotal						37,648.90
Shipping/Processing						10,700.00
Sales Tax						Exempt
Grand Total						48,348.90

*Delivery Provisions: This quote has been specifically prepared to deliver with:Tailgate Service;

*Installataion Provisions: This quote has been specifically prepared with installation services for :No Installation;

*Order Provisions: We are specialists in crafting custom solutions uniquely suited to each individual customers desires. As such, the details of unique projects are critically important to the overall success of the project. We want you to be delighted with your experience in working with us. Therefore we want to be forthcoming and transparent in all our transactions and ask that you please note the attached Terms & Conditions for details governing all our orders. Thank you.



4810 Forest Run Road
 Madison, WI 53708-8548
 ph 800.747.7561 fax 800.730.8094

PROJECT QUOTATION

Drawing Line	Qty	Product	Product Description	Colors	Unit Price	Ext. Total
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PROJECT BILL TO:

MRV ARCHITECTS
 1420 GLACIER AVE STE 101
 JUNEAU AK 99801-1469

PROJECT SHIP TO:

COREY WALL
 MRV ARCHITECTS
 1420 GLACIER AVE STE 101
 JUNEAU AK 99801-1469

PROJECT CONTACT:

Cory Turben
 Email: CoryT@demco.com
 Phone: 800-747-7561
 Fax: 800-730-8094

SALES REP:

Randy Korte
 Email: RandyK@demco.com
 Phone: 530-345-1876
 Fax: 530-345-4460

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager and Debra Marlár, City Clerk
Date: July 25, 2013

Agenda Item: V. i. Authorization of Document Production Equipment Lease

SUMMARY: The City's contract with its current vendor for document production equipment (copy machines) for City Hall, Kodiak Police Department (KPD), Harbor, and Library ended in April 2013, and the contract has been carried over on a month-to-month basis until a new contract is authorized. A request for proposals for a new five-year lease was issued in March 2013. Two proposals were received and were opened and scored in June 2013. One proposal was submitted by Frontier Business Systems, the City's current vendor, for Konica machines and one proposal was submitted by OfficeTECH for Xerox machines. Frontier Business Systems received 74 points and OfficeTECH received 84 points. Staff recommends a five-year lease be authorized with OfficeTECH.

PREVIOUS COUNCIL ACTION: The Council last authorized a five-year lease in June 2008 with Frontier Business Systems for copy machines for City Hall, KPD, Harbor, and Library.

DISCUSSION: The existing copy machines at City Hall, KPD, Harbor, and Library have reached the end of the lease period, are performing poorly, and need to be replaced. A request for proposals was issued in March 2013, and two proposals were received. One proposal was submitted by Frontier Business Systems, the City's current vendor, for Konica machines and one proposal was submitted by OfficeTECH for Xerox machines. Staff from City Hall, KPD, Harbor, and Library scored the proposals and assigned points for the firm's qualifications, equipment/supply requirements, pricing, and quality assurance and technical support. Frontier Business Systems received 74 points and OfficeTECH received 84 points. OfficeTECH also has a repair technician in Kodiak, which will expedite response time for technical issues. Staff recommends a five-year lease be authorized with OfficeTECH for document production equipment at City Hall, KPD, Harbor, and Library.

ALTERNATIVES:

1. Authorize a five-year lease with OfficeTECH/Xerox for office production equipment for City Hall, KPD, Harbor, and Library, which is the staff recommendation because the company was the high scorer and the proposed equipment will meet the City's needs.
2. Authorize a five-year lease with Frontier Business Systems, which is not recommended because the company was not the high scorer.
3. Take no action. This is not recommended because the existing machines are at the end of their useful lives, and the existing contract is more expensive than the proposed contract.

FINANCIAL IMPLICATIONS: Funds are budgeted for the copy machines proposed for City Hall, KPD, Harbor, and Library. The annual cost of the proposed new sixty-month lease for all four departments is \$2,643 less than the annual cost for the existing lease.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends a contract be awarded to OfficeTECH for Xerox machines at City Hall, KPD, Harbor, and Library.

CITY MANAGER'S COMMENTS: Our various offices rely heavily on copy equipment for daily business use. The copier at City Hall is unreliable and has impacted productivity. I know other locations are having similar problems. Staff developed the RFP, evaluated responses, met with the Xerox representative, and is recommending a five-year lease with Office TECH for the Xerox machines suitable for each location. I support this recommendation and recommend Council authorize the lease.

ATTACHMENTS:

- Attachment A: RFP Scoring Sheet
- Attachment B: Xerox Corporation Lease Agreement

PROPOSED MOTION:

Move to authorize a sixty-month lease agreement with OfficeTECH/Xerox Corporation for:

- 1 Xerox Colorqube 9303 in the amount of \$462.75 monthly, with funds coming from the General Fund, Non-Departmental, Administration Account;
- 1 Xerox W7855PT with professional finisher in the amount of \$229.37 monthly and two Xerox Colorqube 8700 machines in the amount of \$80.50 each monthly, with funds coming from the General Fund, Police, Police Support Services Account;
- 1 Xerox W7855PT in the amount of \$171.23 monthly, with funds coming from the Enterprise Fund, Boat Harbor, Administration Account; and
- 1 Xerox 5855A in the amount of \$195.47 monthly, with funds coming from the General Fund, Library, Administration Account

and authorize the City Manager to sign the lease on behalf of the City.

CITY OF KODIAK, ALASKA
DOCUMENT PRODUCTION EQUIPMENT
March 2013
Request for Proposals
Rating Sheet

	Konica Minolta	Office Tech Xerox
Firm Qualifications (1-20 points)	17	16.8
Equipment/Supply Requirements (1-25 points)	20.5	22.3
Pricing (1-30 points)	18.5	22
Quality Assurance/Tech. Support (1-25 points)	18.6	23.5
Total Points	74.6	84.6

Lease Agreement



Customer: KODIAK, CITY OF

BillTo: CITY OF KODIAK
 RM 216
 710 MILL BAY RD
 KODIAK, AK 99615-6340
 Tax ID#: 999999
 Negotiated Contract : 072456400

Install: CITY OF KODIAK
 RM 216
 710 MILL BAY RD
 KODIAK, AK 99615-6340

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 3CQ9303 (3TIER COLORQUBE 9303)	<ul style="list-style-type: none"> - 3 Hole Punch - Hvfin - High Capacity Feeder - Hv Finish W/book Mkr - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Konica Minolta Bizhub C550 Trade-In to Xerox	7/8/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 3CQ9303	\$462.75	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0061 \$0.0278 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$462.75	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 5 pages including this face page.

Signer: Aimee Kniazowski

Phone: (907)486-8640

Signature: _____

Date: _____

Thank You for your business!
 This Agreement is proudly presented by Xerox and

Jason Williams
(907)522-4816

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Lease Agreement



BillTo: CITY OF KODIAK
 RM 216
 710 MILL BAY RD
 KODIAK, AK 99615-6340
 Tax ID#: 999999
 Negotiated Contract : 072456400

Install: KODIAK POLICE
 DEPARTMENT
 2160 MILL BAY RD
 KODIAK, AK 99615-6633

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	W7855PT (W7855PT TANDEM) - Professional Finishr - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Konica Minolta Bizhub C550 Trade-In to Xerox	7/8/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7855PT	\$229.37	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$229.37	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF KODIAK
 RM 216
 710 MILL BAY RD
 KODIAK, AK 99615-6340

Install: CITY OF KODIAK
 HARBORMASTER
 403 W MARINE WAY
 KODIAK, AK 99615-6304

Tax ID#: 999999
 Negotiated Contract : 072456400

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. W7855PT (W7855PT TANDEM)	- Customer Ed - Analyst Services	Lease Term:	60 months	- Konica Minolta Bizhub C353	7/8/2013
		Purchase Option:	FMV	Trade-In to Xerox	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7855PT	\$171.23	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$171.23	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: CITY OF KODIAK
 RM 216
 710 MILL BAY RD
 KODIAK, AK 99615-6340

Install: CITY OF KODIAK
 LIBRARY
 RD
 319 LOWER MILL BAY
 KODIAK, AK 99615-6354

Tax ID#: 999999
 Negotiated Contract : 072456400

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	5855APT (5855A PT/COP/4TRAY) - Offset Catch Tray - Foreign Interface - Vend Station WC 5845-710 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Konica Minolta Bizhub 350 Trade-In to Xerox	7/8/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5855APT	\$195.47	1: BLACK	All Prints	\$0.0076	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$195.47	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

3. NON-XEROX PRODUCTS. Vend Station WC 5845-710 were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data.

All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

5. COLORQUBE EQUIPMENT - 9300 Series.

A. ColorQube Equipment which includes "CQ9301", "CQ9302" or "CQ9303" in the description of an "Item" in the "Product Description" portion of the Agreement will have one of the following billing plans:

a. A Tier 2 plan is billed using three meters. The meters identified as "CLR LVL2" and "CLR LVL3" will have the **same** Print Charge or Charge per Impression. The meter identified as "BW CLR" will have a **different** Print Charge or Charge Per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,400,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,400,000 color pixels (also referred to as Expressive Color)

b. A Tier 3 plan is billed using three meters, each with a **different** Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,400,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,400,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

Lease Agreement



Customer: KODIAK, CITY OF

BillTo: CITY OF KODIAK
 RM 216
 710 MILL BAY RD
 KODIAK, AK 99615-6340
 Tax ID#: 999999

Install: KODIAK POLICE
 DEPARTMENT
 2160 MILL BAY RD
 KODIAK, AK 99615-6633


Solution

Item	Product Description	Agreement Information	Requested Install Date
1. CQ8700X3 (COLORQUBE 8700-3TIER)	- Carrier Deliv/instal - Analyst Services	Lease Term: 60 months Purchase Option: FMV	7/11/2013
2. CQ8700X3 (COLORQUBE 8700-3TIER)	- Carrier Deliv/instal - Analyst Services	Lease Term: 60 months Purchase Option: FMV	7/11/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. CQ8700X3	\$80.50	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0220 \$0.0986 \$0.1380	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. CQ8700X3	\$80.50	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0220 \$0.0986 \$0.1380	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$161.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p> <p>Signer: Aimee Kniazowski Phone: (907)486-8640</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p style="text-align: center;">Jason Williams (907)522-4816</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> <div style="text-align: right;">  </div>
--	---

Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

4. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

5. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If the Product Description includes "OS2", each print made on such Equipment that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches) may register as 2 prints on the meter. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

6. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment,

Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

7. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

8. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

9. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

10. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox.

Terms and Conditions

The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

11. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

12. OTHER CHARGES. You will pay a one-time documentation fee of \$100 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

13. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

14. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

15. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

16. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

17. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

18. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

19. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF

XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

20. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

21. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

22. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

23. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

24. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

25. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

26. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

27. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

28. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

29. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email,

Terms and Conditions

automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

30. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data.

All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

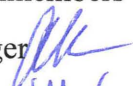

31. COLORQUBE EQUIPMENT. ColorQube Equipment identified by CQ8700 or CQ8900 in the Agreement will have one of the following billing plans:

a. A Tier 2 plan is billed using three meters. The meters identified as CLR LVL2 and CLR LVL3 will have the same Print Charge or Charge per Impression. The meter identified as BW CLR will have a different Print Charge or Charge per Impression. The meter identified as BW CLR counts (i) black and white impressions and (ii) color impressions that have up to 265,000 color pixels (also referred to as Useful Color). The meter identified as CLR LVL2 counts color impressions with more than 265,000 color pixels and up to 1,325,000 color pixels (also referred to as Everyday Color). The meter identified as CLR LVL3 counts color impressions with more than 1,325,000 color pixels (also referred to as Expressive Color).

b. A Tier 3 plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as BW CLR counts (i) black and white impressions and (ii) color impressions that have up to 265,000 color pixels (also referred to as Useful Color). The meter identified as CLR LVL2 counts color impressions with more than 265,000 color pixels and up to 1,325,000 color pixels (also referred to as Everyday Color). The meter identified as CLR LVL3 counts color impressions with more than 1,325,000 color pixels (also referred to as Expressive Color).

c. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter. The pixel thresholds for the meters described above, are based on impressions printed in default print mode on letter size (8 x 11) paper. Impressions printed in other print modes or on different paper sizes will be metered based on the same ratio of coverage (i.e., number of color pixels printed as a percentage of total possible number of pixels in the available printable area).

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Mary Munk, Finance Director 
Date: July 25, 2013

Agenda Item: V. j. Authorization of Postage Machine Agreement

SUMMARY: The City Hall postage machine is leased from Pitney Bowes through an ongoing rental agreement. The agreement was originally entered into under the City Code Chapter 3.12.070 (c) through the Western States Contracting Alliance (WSCA). Pitney Bowes is the only vendor who supplies postage machines suitable to meet the City's needs and participates in the WSCA. Pitney Bowes has offered the City the option of upgrading to a new postage machine, while at the same time lowering the monthly lease payment from \$529.30 to \$474.81. The total cost of a five-year rental agreement would go from \$31,758.00 to \$28,488.60 for an overall savings of \$3,269.40. Staff recommends Council authorize the replacement agreement with Pitney Bowes for a total of \$28,488.60 for the five-year term from August 2013 until July 2018.

PREVIOUS COUNCIL ACTION: On January 15, 2009, the City Council authorized a five-year postage machine rental agreement with Pitney Bowes in the amount of \$31,758 for the entire term of the lease.

DISCUSSION: The City's original agreement with Pitney Bowes to lease a postage machine was approved under City Code Chapter 3.12.070 (c) – Contract, Purchase, and Sale Procedures. Section (c) states that an exception to the bidding requirements may take place when contracts for property or services where other units of government, through their formal bidding process, have established the lowest responsible bidder and where the property or service meets or exceeds the city's specifications, when the best interests of the City would be served and is in accordance with City and state laws. The Pitney Bowes rental agreement is part of the WSCA, which was formed in October 1993 by state purchasing directors from fifteen western states. The primary purpose was to establish the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This new five-year agreement would also fall under City Code 3.12.070 (c) – Exceptions to bidding requirements, because Pitney Bowes is the only vendor who supplies postage machines suitable to meet the City's needs and participates in WSCA.

With the authorization of this rental agreement, the city will save \$3,269.40 over the five-year rental agreement. The replacement machine is a Connect+ 2000 Series designed for the mid- to high-capacity mailroom. It is simple to learn and operate with a touch-screen and other easy-to-use applications. Its standard process color printing can simultaneously print messages and postage indicia. The Connect+ 2000 also enables users to download software updates, send reports, check postage rates, and get support, right on the machine. It has the capability to print the City's return address and logo on all envelopes saving on the cost of pre-printed envelopes. The current machine doesn't have this capability.

Staff believes this replacement rental agreement will upgrade the current postage machine to a machine that will allow the City to take advantage of the newest technology and save the City money. Therefore, staff recommends the City Council approve the five-year rental agreement from August 1, 2013, through July 31, 2018, for a total of \$28,488.60 for the five-year term.

ALTERNATIVES:

1. Authorize the replacement rental agreement, which is staff's recommendation because it provides the City with an up-to-date postage machine with the latest technology.
2. Do not authorize the purchase, which is not recommended because the City will not be able to use the latest technology.

FINANCIAL IMPLICATIONS: This rental agreement is budgeted in the FY2014 budget in the Finance – Utility operating budget. The budget detail for this line item is \$6,360, and the annual cost for the replacement rental agreement is \$5,697.72. The replacement rental agreement is lower than the FY2014 budget amount.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the five-year replacement rental agreement in the amount of \$28,488.60 for the five-year term of the agreement, with funds coming from the Finance Department, Utility Division operating budget in the General Fund.

CITY MANAGER'S COMMENTS: The new five-year agreement with Pitney Bowes and the upgraded machine are good for City operations. The new machine will be user friendly, less expensive, and more versatile than the one we currently lease. I support the staff recommendation and would like Council to authorize the lease.

ATTACHMENTS:

Attachment A: Pitney Bowes Agreement

PROPOSED MOTION:

Move to approve the five-year postage machine replacement agreement with Pitney Bowes for the total amount of \$28,488.60 for the five-year term beginning August 1, 2013, through July 31, 2018, with funds coming from the Finance Department, Utilities operating budget in the General Fund.



WSCA/NASPO Term Rental Installment Option A Agreement

Account # 60

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Agreement Number

Your Business Information

CITY OF KODIAK

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
PO BOX 1397	KODIAK	AK	99615-1397
Billing Address: Street	City	State	Zip+4
			15405845874
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
710 MILL BAY RD	KODIAK	AK	99615-6340
Installation Address (if different from billing address): Street	City	State	Zip+4
			50153280206
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description	Check Items to be included in customer's payment
1	Mall Stream Solution - 1	<input checked="" type="checkbox"/> Equipment Maintenance (1st year included) <i>Provides service coverage including certain parts and labor</i>
1	Connect+ 2000 Series	<input type="checkbox"/> Software Maintenance (1st year included) <i>Provides revision updates and technical assistance</i>
1	Connect+ Series Meter	<input checked="" type="checkbox"/> Soft-Guard® Subscription (Included with your meter rental) <i>Provides postal and carrier updates</i>
1	180/115 LPM Feature	<input checked="" type="checkbox"/> IntelliLink® Subscription/Meter Rental <i>Provides simplified billing and includes () resets per year</i>
1	15 lb Interfaced Weighing	() Confirmation Services <small>Electronic access to postal confirmation service</small>
1	300 Dept Accounting – INVIEW TMR required	() Purchase Power® <small>Receives an invoice for postage, consolidated billing and enhanced management reporting information</small>
1	Color Graphics Printing	
1	15 in. Display – High Res Apps Center	
1	Connect+ 2000 Color Printer	
1	Connect+ Power Stacker	
1	IntelliLink Subscription	
	Additional Items on following page	

Your Payment Plan

Number Of Months	Monthly Amount *
First 60	\$474.81

(*Does not include any applicable taxes)

- () Required advance check of \$ _____ received
- Tax Exempt# _____ State Tax (if applicable)
- () Tax Exempt Certificate Attached
- () Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this Term Rental Installment Option A Agreement (this "Rental"). This Rental is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSPO11-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Rental, the Agreements will supersede this Rental. This Rental will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

WN2012MAIL0004

Customer Signature	Date	State's/Entity's Participating Addendum #
Print Name	Title	Email Address

Sales Information

Curtis W Lynn II	021	
Account Rep Name	Distict Office	PBGFS Acceptance

Equipment Vendor Pitney Bowes Inc. for Sales and Service call 1-800-322-6000

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See www.pb.com/states for additional terms and conditions

WSCA / NASPO Term Rental Installment Option A Agreement (Version 3/13)
©2012 Pitney Bowes Inc. All rights reserved. Pitney Bowes Soft-Guard, IntelliLink and Purchase Power are registered trademarks owned by Pitney Bowes Inc.

WSCA/NASPO Term Rental Installment Option A Agreement

Account # 60

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Agreement Number

Your Business Information

CITY OF KODIAK

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
PO BOX 1397	KODIAK	AK	99615-1397
Billing Address, Street	City	State	Zip+4
		15405845874	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
710 MILL BAY RD	KODIAK	AK	99615-6340
Installation Address (If different from billing address), Street	City	State	Zip+4
		50153280206	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

Your Business Needs

1	15lb Scale Platform/Stand
1	INVIEW TMR with Web Accounting
1	INVIEW TMR Connect+ - Single Meter
1	INVIEW Subscription
1	INVIEW Training