

City of Kodiak Regular Council Meeting Agenda for October 24, 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	
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b.	Public Comments (limited to 3 minutes) (486-3231)	
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b.	Resolution No. 2013–29, Urging The Secretaries of Agriculture and Interior to Revise Rural Determination Process Under Alaska National Interest Lands Conservation Act Title VIII	40
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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, OCTOBER 10, 2013
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 6 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Gabriel T. Saravia arrived at the conclusion of roll call. Councilmember Terry J. Haines was absent. City Manager Aimée Kniaziowski, 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 September 26, 2013, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Proclamation: Applauding the United States Coast Guard Presence in Kodiak

Councilmember Whiddon read the proclamation, which urges all citizens to recognize our Coast Guard community for their individual and collective efforts in making Kodiak and all the navigable waters of Alaska a safer and better place to live, work, and play.

b. Proclamation: Domestic Violence Awareness Month

Councilmember Walker read the proclamation, which urges all citizens to actively support and participate in the ongoing programs designed to reduce and eventually eliminate violence as a social problem.

Penny Lampl thanked the Council for the acknowledgement of domestic violence awareness.

c. Proclamation: Declaring Filipino American History Month

Mayor Branson read the proclamation, which urges all citizens to celebrate the rich history and contributions of Filipino Americans in Kodiak.

Mary Guilas-Hawver accepted the proclamation on behalf of the Filipino American community.

d. Public Comments

None

IV. UNFINISHED BUSINESS

None

V. NEW BUSINESS**a. First Reading, Ordinance No. 1312, Authorizing the City to Enter Into a Memorandum of Agreement With the State of Alaska, Department of Transportation and Public Facilities Regarding the Kodiak Ferry Terminal and Dock Improvements**

Mayor Branson read Ordinance No. 1312 by title. Several years ago Congress authorized funding for the planning, design, and construction of an Alaska Marine Highway System (AMHS) terminal in Kodiak. The dock will be a component of the National Highway System. The State Department of Transportation and Public Facilities (DOT&PF) is responsible for planning design and construction of a new dock at Pier I. Engineering is essentially complete. City staff was included and consulted in all aspects the planning. Construction is anticipated for 2014 and is estimated to cost \$14.3 million. When complete, the dock becomes the property of the City of Kodiak. DOT&PF requires the City to enter into a memorandum of agreement, which covers the terms, scope, design, construction, ownership, right-of-way, operations, and maintenance obligations for the life of the facility – about 30 years.

Councilmember Davidson **MOVED** to pass Ordinance No. 1312 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

Councilmember Whiddon **MOVED** to postpone the vote on the passage of Ordinance No. 1312 until staff has finalized the Ferry Terminal and Dock Improvements MOA with the Alaska Department of Transportation and Public Facilities.

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

b. Authorization to Cancel the November Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed

The regularly scheduled Council meetings for November must be cancelled due to schedule conflicts with the November 14 regular meeting date and the Thanksgiving holiday on November 28. Elected officials and staff will attend the annual Alaska Municipal League or National League of Cities conferences in November. Staff discussed meeting scheduling with the Council at a previous work session and recommended a special meeting be scheduled for November, if needed.

Councilmember Bishop **MOVED** to cancel the November 14 and 28 regular meetings and authorize the City Manager to schedule a special meeting for November, if needed.

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

c. Certification of Election

The City of Kodiak held a regular election October 1, 2013, and voters cast ballots for the Mayoral position and two three-year City Council positions. The Canvass Board met October 9, 2013, to tally the votes of the admissible questioned and absentee ballots, together with votes counted on election night. The final results of the October 1, 2013, Municipal City election were:

Mayor—One Two-Year Term	
Pat Branson	450
Write-Ins	22

City Council—Two Three-Year Terms	
Charles E. Davidson.....	413
John Whiddon	371
Write-Ins	18

Of the 3,513 registered City voters 544 cast eligible City ballots, for a 15.5% voter turnout, which is 2.25% higher than last year.

Councilmember Davidson MOVED to certify the results of the October 1, 2013, regular election and declare Pat Branson elected as Mayor for a two-year term and Charles E. Davidson and John Whiddon elected to the City Council for three-year terms.

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

VI. STAFF REPORTS

a. City Manager

Manager Kniazowski congratulated Mayor Branson and Councilmembers Davidson and Whiddon on their re-election.

Manager Kniazowski indicated the recent visit to the composting sites in Washington and Idaho were helpful, and she is beginning to present the outcomes of the trip. She indicated that an invitation to visit these four sites was extended to Monashka Bay area residents and the Kodiak Island Borough Assembly.

Manager Kniazowski said she will present the City’s composting plans to the Kodiak Borough Assembly during their work session later in the evening. She said the Borough Assembly will meet on October 17, 2013, and the City’s long- term license agreement for class A composting is on their agenda. The approval of the long-term license agreement will transfer the requested land to the City to move forward with the composting site.

She stated that there was a surprise retirement party for former Chief of Police T.C Kamai. She stated the hiring process for the Chief of Police is underway and comprehensive background checks were being performed.

She indicated that Katie Baxter, the new Library Director, will arrive in Kodiak next week and will begin work on October 21, 2013. Manager Kniaziowski said the new library mechanical inspection will occur next week; after this occurs, the City should be able to take possession of the building. She said the furniture has been delayed in the new library at the City's request until November after the book move has occurred. She stated that the old library will close at 9 p.m. on October 17, 2013, to allow for transition to the new library. She announced the grand opening for the new Kodiak Public Library will be on December 9, 2013.

Manager Kniaziowski said the proposed demolition of the old KPD building and Mission Road building cannot occur until the EPA issues a permit to the contractor. She said this is delayed due to the governmental shut down.

Manager Kniaziowski said the core dredging project completion will occur this week. She indicated the M/V Kennicott damaged Pier II during a windstorm when it was docking. She indicated that this cost is typically incurred by the City and reimbursed by the State of Alaska. Staff are coordinating the repair.

She said the federal shutdown is affecting in Bristol Bay red king crab fishery and the Kodiak Fisheries Development Association because they cannot award quotas for the Kodiak community.

Manager Kniaziowski stated she will be on medical leave from October 18 until October 27, 2013. Finance Director Mary Munk will be acting City Manager in her absence.

b. City Clerk

City Clerk Marlar thanked the Canvass Board members and the election workers for their assistance during the election.

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

VII. MAYOR'S COMMENTS

Mayor Branson clarified remarks made at the last meeting and stated the Library Capital Campaign fund hit its fund raising target, and the amount collected at this time is \$700,000. She said it is an opportunity for anyone to donate at this time to collect the remaining \$50,000.

She thanked the election workers and the residents of the City for their support in the election. She said she looks forward to working with the Council and congratulated her colleagues on their re-election. She looks forward to making and keeping Kodiak a livable and affordable community. She complimented Manager Kniaziowski, Clerk Marlar, and staff for their dedication and professionalism.

VIII. COUNCIL COMMENTS

Councilmember Davidson thanked everyone who supported his candidacy during the election. He stated he would be interested in feedback to improve the City's voter turnout of 15.5%. He stated while he was on the composting tour, the Coeur D'Alene, Idaho, site was identified as a composting site similar to the site to be built by the City of Kodiak. He said he appreciates the U.S.C.G. and thanked them for all they do. Councilmember Davidson congratulated his colleagues and thanked the election workers.

Councilmember Whiddon congratulated Mayor Branson and Councilmember Davidson on their re-election. He said he appreciates the leadership Mayor Branson has provided. He thanked those who voted for him during the election. He commented that people from his corporate office were at the cannery to assist workers with challenging health care insurance decisions. He suggested the Fil-Am Association and Latino Association assist cannery workers with this process to due to the complexity of the new health insurance law. He said the Fisheries Work Group met, and he encouraged those influenced to become engaged in the current discussions. He said he toured the new library and it is an astonishing facility. He thanked the U.S.C.G. and families for their service to the Kodiak community.

Councilmember Walker congratulated his colleagues for re-election and he looks forward to working with them in the future. He said that Manager Kniazowski did an excellent presentation on composting this week at the work session, and he believes the City is moving in a positive direction. He congratulated the Kodiak football team on making the playoffs.

Councilmember Bishop congratulated Mayor Branson and Councilmembers Whiddon and Davidson on their re-election. He said he is honored to work with each of them. He thanked the election workers for their hard work. He said he has been involved with Alaska Cabaret, Hotel, Restaurant & Retailer's Association (CHARR) this week. He explained they promote safety and assist with funding transportation at events, such as the "Warm Summer Nights" in Kodiak. He said that last year's downtown Halloween trick or treat for children was successful and encouraged a similar event this year.

Councilmember Saravia congratulated his colleagues on their re-election. He gave a fisheries update. He thanked the election workers for their contributions. He encouraged people to be involved and to vote. He said he was pleased with composting information that has been brought back from the composting site visit. He encouraged the public to attend the U.S.C.G. dinner and to express appreciation for their service. He thanked the public and the police department staff for their presence at the meeting.

IX. AUDIENCE COMMENTS

Vicki Jo Kennedy called in and thanked the U.S.C.G. for saving lives. She said the audio system is poor and needs to be fixed so the public can be heard. She thanked Mayor Branson and the City of Kodiak.

X. OATH OF OFFICE TO RE-ELECTED OFFICIALS

KCC 2.28.080 requires elected officials to take and subscribe to the Oath of Office. The City Clerk administered the Oath of Office to the City’s re-elected officials.

XI. ADJOURNMENT

Councilmember Davidon MOVED to adjourn the meeting.

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

The meeting adjourned at 6:45 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: October 24, 2013

Agenda Item: III. a. Proclamation: Celebrating Senior Citizens of Kodiak, Inc., on Its 40th Anniversary and Third National Accreditation Achievement

SUMMARY: This proclamation recognizes the re-accreditation of the Kodiak Senior Center and the contributions of the Center during its forty years of service to the Kodiak community.

ATTACHMENTS:

Attachment A: Proclamation: Celebrating Senior Citizens of Kodiak, Inc., on Its 40th Anniversary and Third National Accreditation Achievement

Proclamation

Celebrating Senior Citizens of Kodiak, Inc., on Its 40th Anniversary and Third National Accreditation Achievement

WHEREAS, seniors are an integral aspect of our community, providing wisdom and lifelong experiences that people of all ages can benefit from; and

WHEREAS, Senior Citizens of Kodiak, Inc., has involved, enriched, and empowered seniors in Kodiak since becoming incorporated in 1973; and

WHEREAS, for forty years, Senior Citizens of Kodiak, Inc., has through a wide variety of programs in lifelong learning, fitness, arts, recreation, adult day, meals, transportation, chore and care coordination, and family care giver programs enhanced the ability of seniors to live longer with honor and dignity; and

WHEREAS, the Senior Citizens of Kodiak, Inc., Board of Directors, staff, and community members met for more than a year in completing a self-assessment of the agency's programs and facility to meet national re-accreditation in nine different standards – community, purpose, planning, fiscal management, facility, administration, governance, evaluation, and records and reports; and

WHEREAS, the National Institute of Senior Centers (NISC) is the accrediting body for the 15,000 senior centers nationwide; and

WHEREAS, NISC has awarded Senior Citizens of Kodiak, Inc., full national accreditation status for the third time; and

WHEREAS, Senior Citizens of Kodiak, Inc., was the first senior center in the State of Alaska and one of the first one hundred in the country to be nationally accredited; and

WHEREAS, Senior Citizens of Kodiak, Inc., celebrates its 40th anniversary in serving people 60 and older on Kodiak Island;

NOW, THEREFORE, I, Pat Branson, hereby congratulate Senior Citizens of Kodiak, Inc., on its third national accreditation achievement and 40th anniversary.

Dated this 24 day of October 2013.


City of Kodiak

Pat Branson, Mayor

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UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager
Thru: Marty Owen, Harbormaster 
Date: October 24, 2013

Agenda Item: IV. a. Continued First Reading, Ordinance No. 1312, Authorizing the City to Enter Into a Memorandum of Agreement With the State of Alaska, Department of Transportation and Public Facilities Regarding the Kodiak Ferry Terminal and Dock Improvements

SUMMARY: Several years ago Congress authorized funding for the planning, design and construction of an Alaska Marine Highway System (AMHS) terminal in Kodiak. The dock will be a component of the National Highway System. The State Department of Transportation and Public Facilities (DOT&PF) is responsible for planning design and construction of a new dock at Pier I. Engineering is essentially complete. City staff was included and consulted in all aspects of planning. Construction is anticipated for 2014 and is estimated to cost \$14.3 million. When complete, the dock becomes the property of the City of Kodiak. DOT&PF requires the City to enter into a memorandum of agreement (Attachment B) which covers the terms, scope, design, construction, ownership, right-of-way, operations, and maintenance obligations for the life of the facility – about 30 years. DOT&PF asserts that the City Council must approve the MOA before the State will award construction contracts. DOT had not completed their internal review of the latest version of the MOA on October 10, 2013, so the Council moved to continue the first reading to the October 24, 2013, meeting. Staff recommends that Council authorize the MOA and requests that Council advance Ordinance No. 1312 to second reading and public hearing at the next regular or special Council meeting.

PREVIOUS COUNCIL ACTION: Following the City's visit to Juneau in the spring of 2011 to discuss the new ferry terminal project, DOT personnel came to Kodiak on several occasions in 2011 and 2012 to discuss the project, funding availability, the preferred location of the new facility, and presented conceptual drawings for discussion. Council made the recommendation that the upgrade or replacement of Pier I was the best and most affordable solution in 2012, and DOT started work on the design of a replacement dock for Pier I in 2013. Council moved to continue the first reading to the October 24, 2013, meeting to allow DOT time to get legal and departmental approval of the latest version of the MOA, as discussed by both parties on October 3, 2013.

DISCUSSION: The old timber pile dock is aging and is in need of replacement. This project will demolish the existing timber dock and replace it with a similarly configured, concrete decked modern dock with additional staging area. Staff believes this is the best design possible considering the

limitations of the site, and DOT agrees. The improvements include a steel substructure, concrete decking, sheet pile retaining wall abutments, vessel fendering and mooring systems, purser's shelter, covered walkway, security fencing and upgrades to the fuel and water systems (Attachment C). Upon project completion, DOT&PF will transfer dock ownership to the City. The uplands and submerged land already belong to the City.

The City-owned terminal building, currently occupied by the Chamber of Commerce, Discover Kodiak, and AMHS, will remain and continue operating under the existing agreement between the City and the Chamber of Commerce.

City staff, the City Attorney, and DOT staff have met on several occasions to set the terms of the agreement, as outlined in the attached MOA. The term is proposed for the life of the dock – 30 years. Due to the length of the agreement, the City Charter requires Council to approve the MOA by ordinance.

ALTERNATIVES:

- 1) Pass Ordinance No. 1312 and advance to second reading at the next regular or special Council meeting, which is the staff recommendation. The City will receive a brand new, modern dock facility at no cost. In return, the City agrees to maintain and oversee the dock for the preferential use of the AMHS vessels. This requires a long-term MOA that places some requirements on the City, which are offset by receipt of a new dock facility with no required City financial contribution to design or construction.
- 2) Postpone or do not pass the ordinance. This is not recommended, because of the effort and expense made by the State on design and the importance of securing the federal funds needed to complete construction.

FINANCIAL IMPLICATIONS: The cost estimate to replace this dock is \$14.3 million. About half the funding is from the Federal Highway Administration; the remainder is from State DOT&PF. No City funds are committed or anticipated.

LEGAL: The City Attorney has been involved in the MOA development and discussions with staff and DOT personnel. He also prepared Ordinance No. 1312. The agreement must be adopted by ordinance, per the City Charter Section V-17.

STAFF RECOMMENDATION: Staff recommends Council advance Ordinance No. 1312 to second reading and public hearing at the next regular or special Council meeting. This will secure State and Federal funds and keep the project on track for construction in 2014.

CITY MANAGER'S COMMENTS: I support entering into this long-term MOA and request Council approve the ordinance. This will allow the State DOT&PF to construct a modern replacement dock at Pier I using State and Federal funds. No City funds are required or expected for design or construction

(Attachment B). Once the project has reached final completion, the City will have full ownership. However, due to State and Federal requirements, we must work within the confines of the MOA, which is the trade-off for receiving the new facility. We will establish a sinking fund for revenues generated from the dock by other vessels. We will be obligated to provide maintenance for the facility as outlined in the agreement.

The final version of the MOA (Attachment B) has been reviewed by DOT and the state Attorney General's office. This version reflects most of staff's requests for changes, and the City Attorney's suggested changes are all included in this version as well.

ATTACHMENTS:

- Attachment A: Ordinance No. 1312
- Attachment B: Final Draft MOA
- Attachment C: Various project exhibits

PROPOSED MOTION:

[Clerk's Note: the motion to pass this ordinance in the first reading is already on the floor and should not be made again. It is back before the Council and open for discussion.]

**CITY OF KODIAK
ORDINANCE NUMBER 1312**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REGARDING THE KODIAK FERRY TERMINAL AND DOCK IMPROVEMENTS

WHEREAS, the City of Kodiak, Alaska (the “City”), is a home rule city and under Section 11 of Article X of the Alaska Constitution may exercise all legislative power not prohibited by law or the charter of the City, and the matters set forth herein are not prohibited by law or the charter; and

WHEREAS, AS 29.35.010(13) authorizes the City to enter into agreements with the State of Alaska; and

WHEREAS, Congress authorized a high priority earmark as a source of federal funding for the planning, design and construction of a new Alaska Marine Highway System (“AMHS”) terminal and approach in Kodiak, which will serve as a component of the National Highway System; and

WHEREAS, the State of Alaska, Department of Transportation and Public Facilities (“DOT&PF”) and the Federal Highway Administration share responsibilities concerning proper management and administration of the federal funding appropriated to the state for highway construction; and

WHEREAS, the demolition of the existing Kodiak ferry dock, or Pier I Dock, and its replacement with a newly constructed dock is the preferred option for utilization of the federal funding; and

WHEREAS, DOT&PF acknowledges that the City need not provide a “local match,” or financial contribution, for construction of this project; and

WHEREAS, there has been presented to this meeting the form of a Memorandum of Agreement (“MOA”) between DOT&PF and the City regarding Kodiak Ferry Terminal & Dock Improvements; and

WHEREAS, it appears that the document described above, which now is before this meeting, is in appropriate form and is an appropriate instrument for the purposes intended.

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

Section 1: The form and content of the MOA hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the MOA to DOT&PF on behalf of the City, in substantially the form and content now before this meeting but with such changes,

modifications, additions and deletions therein as shall to her seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of the MOA now before this meeting, and from and after the execution and delivery of the MOA, each of the City Manager, the acting City Manager, the City Clerk and the acting City Clerk, and their respective designees, each hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the MOA as executed.

Section 2: This ordinance shall be published in full within ten days after its passage.

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

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: Postponed October 10, 2013
Continued First Reading:
Second Reading:
Effective Date:

MEMORANDUM OF AGREEMENT

Between

STATE OF ALASKA**Department of Transportation and Public Facilities**

And

CITY OF KODIAK

Regarding

KODIAK FERRY TERMINAL & DOCK IMPROVEMENTS**State Project #68938**

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the City of Kodiak, Alaska (City) enter this Memorandum of Agreement (MOA or Agreement).

RECITALS

WHEREAS, DOT&PF is responsible for the planning, design, and construction of state transportation facilities, AS 44.42.020;

WHEREAS, this Agreement concerns improvements to the Pier 1 ferry terminal in Kodiak, which forms part of the state highway system;

WHEREAS, state law authorizes DOT&PF to cooperate, coordinate, and enter agreements relating to highways with local government entities, AS 19.05.040(10), AS 44.42.020(a)(6);

WHEREAS, the City is a home rule city and empowered to enter agreements with the State, AS 29.35.010(13);

WHEREAS, Congress has authorized a high priority earmark as a source of federal funding for the planning, design, and new construction of an AMHS terminal and approach in Kodiak;

WHEREAS, the terminal will serve as a component of the National Highway System;

WHEREAS, DOT&PF has conducted a reconnaissance of possible sites for a new ferry facility and has consulted the City regarding this subject;

WHEREAS, DOT&PF and the City (the Parties) agree that demolition of the existing Kodiak ferry dock, or Pier 1 Dock, and replacement with a newly constructed dock is the preferred option for utilization of the federal funding;

WHEREAS, DOT&PF and the Federal Highway Administration (FHWA) share responsibilities concerning proper management and administration of the federal funding appropriated to the state for highway construction;

WHEREAS, DOT&PF acknowledges that the City need not provide a “local match,” or financial contribution, for construction of this project;

WHEREAS, the Parties are committed to collaborate in working toward the timely, successful completion of this project;

WHEREAS, the Kodiak City Council has approved Resolution No. *, which authorizes the City to enter this Agreement;

WHEREAS, the Parties wish to memorialize the key elements of this project and their respective rights and responsibilities in relation thereto;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

TERMS OF AGREEMENT

I. Incorporation

The Parties agree the foregoing Recitals are true and correct and incorporate them into this Agreement by reference.

II. Term

(A) This Agreement is effective once signed by both Parties and expires either: (1) in a manner consistent with a finding of the DOT&PF Commissioner that public need and the best interests of State no longer support use of the facility that is the subject of this Agreement as a public ferry facility or (2) the day following the 30-year anniversary of the date on which DOT&PF transfers ownership of the Project to the City per Part V of this Agreement, whichever occurs first.

(B) If this Agreement does not otherwise expire per Part II(A)(1), then, before the 30-year expiration under Part II(A)(2), the Parties agree to negotiate in good faith for an extension of this Agreement if the facility remains in serviceable condition and if it is cost effective for the State to continue use of this existing facility rather than construct a new ferry facility in Kodiak.

III. Project Purpose and Scope

(A) The purpose of this project is to provide a new terminal facility in Kodiak, which consists of a new dock and associated improvements that are dedicated to serving Alaska Marine Highway System (AMHS) vessels and operations, as well as those of any other entity providing public ferry service. The Parties acknowledge that, following project completion, DOT&PF will transfer ownership of the constructed facility to the City and the City will own, operate, and maintain the facility in accordance with this Agreement.

(B) This project consists of planning, designing and constructing improvements to Kodiak's Pier 1 dock to provide a facility compatible with AMHS vessels and operations, while maintaining dock functionality for non-AMHS vessels. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems. As shorthand, the Parties will refer to this collective planning, design, and construction effort as "the Project."

(C) The current scope, schedule, cost estimates and site plan for the Project are attached as Appendix A.

IV. Design, Construction, & Ownership of Project

(A) DOT&PF's principal Project obligations are to:

- (1) Submit necessary Project requests in the State capital budgeting process and obtain legislative authority to spend the appropriated funding;
- (2) Provide the federal match share consistent with departmental policy, *see* P&P #09.01.040 – Local Match for CIP;
- (3) Perform each of the following Project phases, which it will initiate only after receiving appropriate federal authorization:
 - Phase 2: Design;
 - Phase 3: Right-of-way acquisition/certification; and
 - Phase 4: Construction;
- (4) Prepare Plans, Specifications, and Estimate (PS&E) package;
- (5) Administer all aspects of Project procurement and resulting contracts;
- (6) Develop the Project with DOT&PF staff and/or contracted professional services;
- (7) Seek City review, comment, and, if applicable, approval on appropriate subjects, which may include:
 - Project design at 35% and 95% stages of completion;
 - PS&E package final review prior to advertisement;
 - Construction change orders prior to approval;
- (8) Acquire all necessary rights of way in the name of the City of Kodiak;
- (9) Pay all appropriate costs, fees, and expenses from appropriated Project monies;
- (10) Comply with applicable statute, regulations, codes, and standards regarding administration, design, and construction of the Project.

(B) The City's principal Project obligations are to:

- (1) Provide a sufficient number of qualified personnel at no cost to the Project as needed to work with DOT&PF regarding Project development and administration, including any legal claims that might arise;
- (2) Promptly review, comment on, and, if applicable, approve or reject any matter that DOT&PF submits for the City's consideration;
- (3) Authorize DOT&PF and its contractors to conduct Project-related work on City property and provide DOT&PF with construction easements and such other interests

as required to satisfy the needs of Project construction, operations, maintenance, and right-of-way certification.

(4) Inspect the Project prior to Project closeout.

V. Final Inspection & Transfer of Ownership

(A) The City may participate in DOT&PF's final inspection of the Project. However, DOT&PF shall solely determine when the Project reaches substantial completion, as well as the suitability of contractor's work. As used in this Agreement, "Substantial completion" means the point at which:

(1) The newly constructed dock and appurtenant structures, approaches, utilities, fencing, signage, markings, cameras, and safety/security features (Facility) are installed and completed, with the exception of minor punch list items;

(2) AMHS and the public can safely and effectively use the Facility without further delays, impediments, or disruptions; and

(3) DOT&PF's Project team issues a letter to the contractor acknowledging that the Project has reached substantial completion.

(B) Following substantial completion and DOT&PF's determination upon final inspection that contractor's work is complete and satisfactory, DOT&PF will transfer title and right-of-way, operations, and maintenance responsibilities for the Facility to the City, which the City will promptly accept. On or before the transfer, DOT&PF will provide the City with "as built" drawings of the Facility.

VI. City's Right-of-Way, Operations, and Maintenance Obligations

(A) Upon DOT&PF's transfer of the Facility to the City, the City will acquire and perform responsibilities imposed by federal and state statute, regulation, procedures, policies, guidelines, and agreements, to the extent that they apply to the operation and maintenance of the Facility, including the following:

(1) The obligations identified in:

(a) 23 U.S.C. Chapters 1-5 (*Highways*) and its implementing regulations;

(b) 23 C.F.R. §1.23 (*Right-of-Way*);

(c) 23 C.F.R. §1.27 (*Maintenance*),

(d) 23 CFR Part 710 (*Right-of-Way and Real Estate*), and

(e) 23 C.F.R. Part 645 (*Utilities*);

(f) The governing version of Stewardship and Oversight Agreement between FHWA and DOT&PF (current copy attached as Appendix B);

(g) This Memorandum of Agreement; and

(h) This "Flow-Down" Clause: That is, to the extent federal statute, regulation, procedure, policy, guideline, or agreement imposes a continuing obligation on DOT&PF regarding the Facility irrespective of DOT&PF's transfer to the City, the City assumes toward DOT&PF all obligations and responsibilities that DOT&PF owes to FHWA in connection with the Facility.

(2) State highway requirements *see, e.g., AS 19.25.010 et seq. (Utilities, Advertising, Encroachments, & Memorials)*, 17 AAC 15.011 *et seq. (Utility Permits)*, DOT&PF Utility

Manual, and DOT&PF Right-of-Way Manual. (The City may access these manuals on DOT&PF's website: <http://www.dot.alaska.gov/>);

(3) Maritime Transportation Security Act of 2002, as codified in 46 U.S.C. Chapter 701, and its implementing regulations; and

(4) The obligation to operate and maintain the Facility throughout the term of this Agreement .

(B) In particular, the City's Facility responsibilities include the activities identified immediately below. Except as provided in Part VI(C), the City will fulfill these responsibilities at its own expense and without reimbursement from DOT&PF:

(1) Planning, scheduling, administration, and logistics of Facility maintenance activities;

(2) Parties agree to a coordinated security plan;

(3) Riprap slope protection, including erosion control, to as-built conditions;

(4) Snow and ice control and associated tasks as may be required for the safe and timely passage of public users of the ferry terminal and dock;

(5) Maintaining signs and their replacement, including posts and foundations, when damaged, unreadable, or worn out;

(6) Maintaining dock and fender structures in a proper, serviceable condition, including panels, piles, cathodic protection components, bull rails, hand rails, cleats, bollards, ladders, gates, fencing, and overhead and navigational lights; and

(7) Removal of debris, rubbish, and dead animals.

(C) To help offset the City's cost of performing certain Maintenance Items, the Parties further agree that AMHS will provide the City with an annual contribution. The amount of AMHS' annual contribution will be derived in the following manner:

(1) On or before January 2 of the calendar year in which the Facility is expected to commence operation, and on or before every January 2 thereafter while AMHS' contribution commitment remains in effect, the City will provide AMHS with a projected budget that identifies anticipated Maintenance Items for the ensuing fiscal year, *i.e.*, July 1-June 30, associated costs for each anticipated Item, and anticipated revenue the City expects to generate during that fiscal year through public use of the Facility as permitted by Part VIII of this Agreement.

(2) During the first fiscal year in which the facility is in operation AMHS will provide the city with the "AMHS Contribution" which for this first year will be \$55,000. In future years AMHS and the City will negotiate the "AMHS Contribution" for that year prior to the beginning of said year. At the conclusion of each fiscal year, but no later than the ensuing August 31, the City will provide AMHS with an itemized list of actual Maintenance Items performed during that fiscal year, the associated costs for each Item actually performed, and supporting documentation that demonstrates such performance and costs. Additionally, the City will provide AMHS with an accounting of the revenue it generated during that fiscal year from public use of the Facility.

(3) If the City's actual cost of performing Maintenance Items during a fiscal year exceeds the actual revenues generated from public use of the Facility for that year plus the State's \$55,000 contribution, then the City is responsible for those excess costs without further contribution from AMHS.

Conversely, if the City's actual cost of facility maintenance during a fiscal year is less than the actual revenues generated from public use of the facility for that year plus the appropriate "AMHS Contribution" then the City will promptly reimburse AMHS the calculated excess amount.

As used in this paragraph "Maintenance Items" means the tasks identified in Part VI (B) (3)-(6).

(D) Notwithstanding paragraphs (A) - (C) of this Part VI, if an AMHS vessel damages a dock component at the Facility as a result of vessel operation, DOT&PF will be responsible for the cost of restoring the damaged component to the same condition that existed prior to the damage; DOT&PF will not be liable for any other harm, loss, or injury stemming from the dock damage.

VII. Use by AMHS Vessels, Passenger, & Vehicles

(A) AMHS vessels and operations, and those of any other entity providing public ferry service, are entitled to priority use of the Facility throughout the term of this Agreement. At the following times, the City will remove or cause to be removed any vessel and terminate any use at the Facility if its presence interferes with the safety or schedule of an AMHS vessel or the well-being of its passengers or customers:

- prior to arrival of an AMHS vessel at the Facility;
- during an AMHS vessel's presence at the Facility; or
- prior to departure of an AMHS vessel's from the Facility.

If opinions differ as to whether a competing vessel or use interferes with an AMHS vessel, passengers, or customers, the AMHS vessel master's opinion shall be conclusive.

(B) The City shall not assess any fee on AMHS or any other entity providing public ferry service, their passengers, or customers for use of the Facility. This prohibition is effective throughout the life of the Facility.

(C) Notwithstanding paragraph (B) of this Part VII, the Parties acknowledge they are free to negotiate for provision of services by the City to AMHS, *e.g.*, office lease, provision of potable water, removal of shipboard trash, disposal of vessel sewage, etc., for which the City may receive an agreed fee. The Parties will document such service agreement, if any, by written contract.

VIII. Revenue

(A) Excluding AMHS, as well as any other entity providing public ferry service, their respective passengers and customers, the City may assess a reasonable fee on those who use the Facility. If the City assesses any such fee, it shall segregate this revenue and use it for no other purpose than the maintenance or future replacement of the Facility.

(B) The City shall maintain this segregated revenue fund throughout the term of the MOA. The fund is subject to periodic audit by DOT&PF.

IX. Indemnification

(A) The City shall hold DOT&PF, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend and indemnify the State for liability, claims, demands, fines, penalties, and causes of action arising in connection with this MOA, the Project, and/or the Facility. The City’s duty to defend and indemnify shall apply regardless of whether it is also alleged that the State’s acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

(1) Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the City shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the City pursuant to this MOA, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the DOT&PF transfers ownership and maintenance responsibilities for the facility.

(2) Neither liability, claims, or causes of action arising from injuries that occurred prior to the date of substantial completion, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.

(3) The City’s obligation to indemnify does not apply to damage to the Facility for which DOT&PF is responsible under Part VI(D).

(B) DOT&PF shall add a special provision to its bid documents for the design and construction of the Facility requiring the City to be listed as an additional insured in all instances where the successful bidder would be required to add the DOT&PF as an additional insured. The City shall have the right to enforce these provisions against the successful bidder.

X. Cancellation Remedies

(A) If the City requests cancellation of any professional services, consultant or construction contracts entered into by DOT&PF, the City shall be responsible for those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred by the City or DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(B) If DOT&PF is the primary cause of the cancellation, DOT&PF shall bear those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred by DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(C) If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or the City, the Parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(D) The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the Parties from resorting to any other remedy available at law or equity.

XI. Breach of Contract Provisions

(A) If DOT&PF provides written notice to the City stating that it is in violation of any of the terms, conditions, or provisions of this Agreement, the City shall have thirty days from the date of such notice to remedy the violation; or, if the remedy requires more than thirty days to complete, the City shall promptly take responsive action necessary to achieve a satisfactory remedy as close as possible to the 30th day from DOT&PF's initial notice.

(B) The City's failure to cure a violation that is remediable within thirty days or its failure to take responsive action necessary to promptly resolve a violation that is not remediable within thirty days constitutes a breach of this MOA. If the City is in breach, DOT&PF may elect to terminate the MOA. In addition, the City's breach may adversely affect the viability of current and future municipal capital projects. *See* 17 AAC 05.175(l).

(C) If the City breaches its right-of-way, operations, or maintenance obligations concerning the Facility, appropriate remedies include:

- (1) City reimbursement of all federal and state funds expended on the Project in connection with this MOA;
- (2) City reimbursement of DOT&PF for any direct and indirect costs it has incurred in fulfilling any of City obligations addressed in this MOA; and,
- (3) DOT&PF withholding of its approval of City federal-aid projects until the City cures its breach and fulfills any related obligations.

XII. Notification

When any written notice, request, direction, or other communication is necessary, the Parties will deliver it in person, by certified mail, or by email addressed to the party for whom it is intended, as follows:

DOT&PF: Regional Director
 DOT&PF, SE Region,
 6860 Glacier Hwy, MS-2506
 Juneau, Alaska 99811-2506
 Ph: 907/465-1762
 Current addressee: al.clough@alaska.gov

DOT&PF: General Manager
 DOT&PF, Alaska Marine Highway System,
 7559 N Tongass Highway
 Ketchikan, Alaska 99901
 Ph: 907/228-7255
 Current addressee: john.falvey@alaska.gov

City: City Manager
City of Kodiak
710 Mill Bay Road, Room 216
Kodiak, AK 99615
Ph: 907/785-3804
Current addressee: manager@city.kodiak.ak.us

XIII. Miscellaneous Provisions

(A) Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) the individual executing this Agreement on its behalf has the authority to do so; (iv) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms; and (v) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder.

(B) The City agrees to provide reasonable access to the Project and to relevant Project documents to any authorized representatives of DOT&PF or the U.S. Government. The City further agrees to cooperate in good faith with inquiries and requests for information relating to the Project and its obligations under this MOA.

(C) This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns, if any.

(D) This Agreement shall not be construed as creating the relationship of principal-agent, master-servant, partnership, or joint venture between the Parties. Neither Party shall have authority to make any statements, representations, or commitments of any kind or to take any action that is binding on the other, except as explicitly provided herein or authorized by the other Party in writing.

(E) Neither Party may assign any portion of this Agreement or any benefits or rights arising under the Agreement without the written consent of the other.

(F) No supplement, modification, or amendment of this Agreement is binding unless executed in a writing signed by the authorized representative of the Party to be bound thereby. No provisions of this Agreement may be waived unless done in writing and signed by the authorized representative of the Party to be charged therewith. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

(G) Waiver by a Party of any default by the other will not be deemed a waiver of rights concerning any subsequent default.

(H) If either Party is, due to an event of Force Majeure, rendered unable, in whole or in part, to perform its obligations under this Agreement, such party shall be freed from such obligations, so long as and to the extent that Party is necessarily and directly affected by the

Force Majeure. The date of delivery or performance of the affected obligation shall be extended by a period of time reasonably necessary to overcome the effects of such delay and, if necessary, the scheduled services shall be revised in respect of such delay. The Parties shall cooperate in good faith to overcome and to mitigate the effects of an event of Force Majeure. As used in this Agreement, an event of “Force Majeure” means any unforeseeable event which is beyond the control, and without the fault or negligence, of the Party affected, including war, revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities. A lack of funds does not constitute an event of Force Majeure.

(I) The headings used in this Agreement are for convenience only and shall not be deemed to limit or affect any of the provisions of the Agreement.

(J) This Agreement shall not be construed as conferring any legal rights, privileges, or immunities or as imposing any legal duties or obligations on any person or persons other than the parties named in this Agreement.

(K) The City is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

(L) This Agreement has been jointly negotiated and drafted by the parties, and both parties have had the ability and opportunity to consult with legal counsel prior to signature. The Agreement shall not be construed for or against either party.

(M) If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion will be severed and will not affect the validity of the remainder.

(N) The provisions of this MOA constitute the whole of the agreement between the Parties with respect its subject matter; no separate understandings or side agreements exist.

Dated: _____

DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES – Alaska Marine
Highway System

By: _____
Captain John F. Falvey, General

Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public in and for Alaska
My commission expires: _____

Dated: _____

CITY OF KODIAK

By: _____
Aimee Kniaziowski, City Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

State of Alaska
Third Judicial District

Notary Public in and for Alaska
My commission expires: _____

Acknowledgment of the Kodiak City Council

BE IT REMEMBERED that on the _____ day of _____, 2013 at a regular meeting, of the
City of Kodiak Assembly of the City of Kodiak, a home rule city established under Alaska law,
granted its approval of the foregoing instrument.

Dated: _____

Clerk, City of Kodiak

Kodiak Ferry Terminal and Dock Improvements Project

State Project No.: 68938

Appendix A

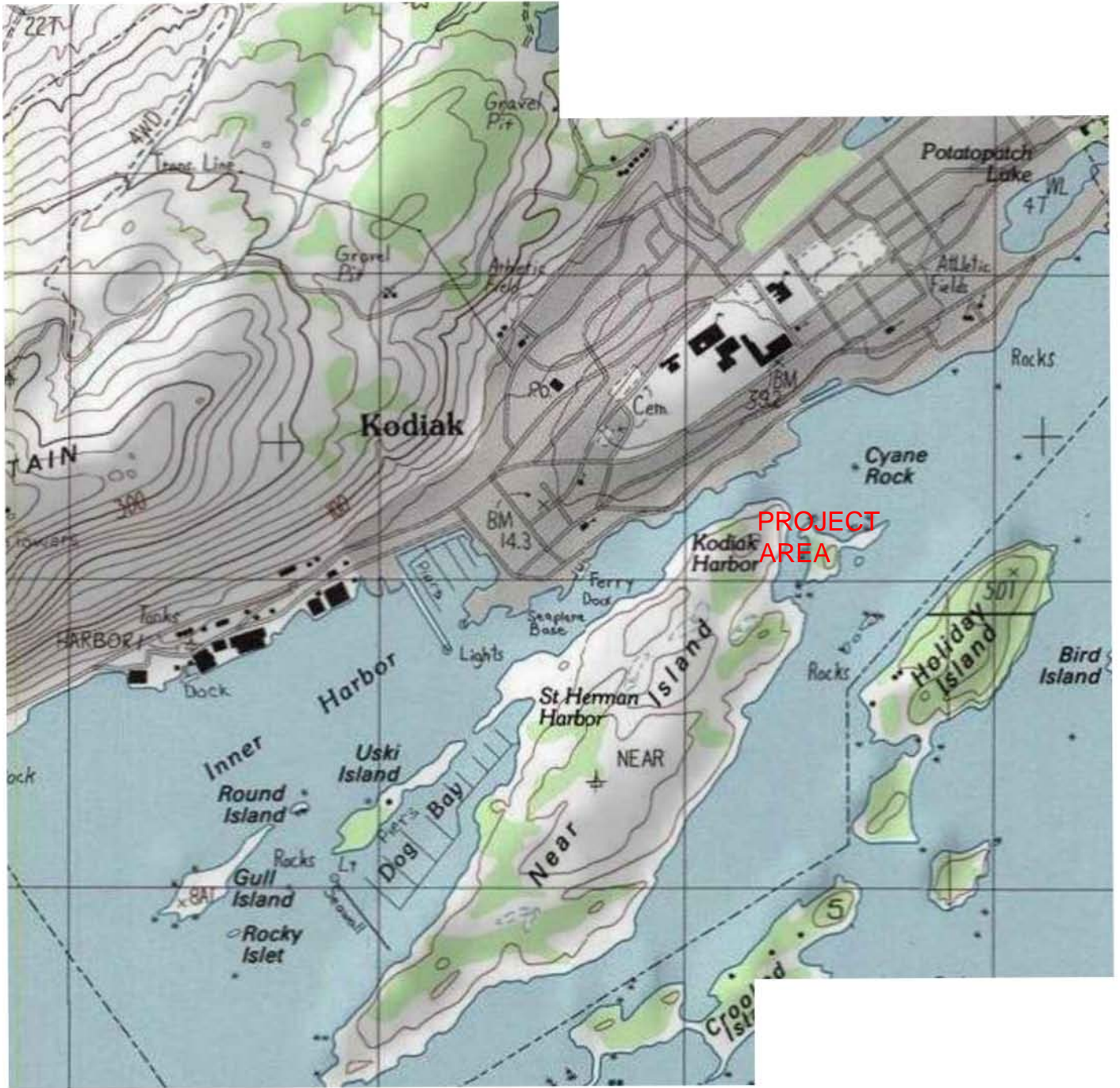
Scope, Schedule, Estimate

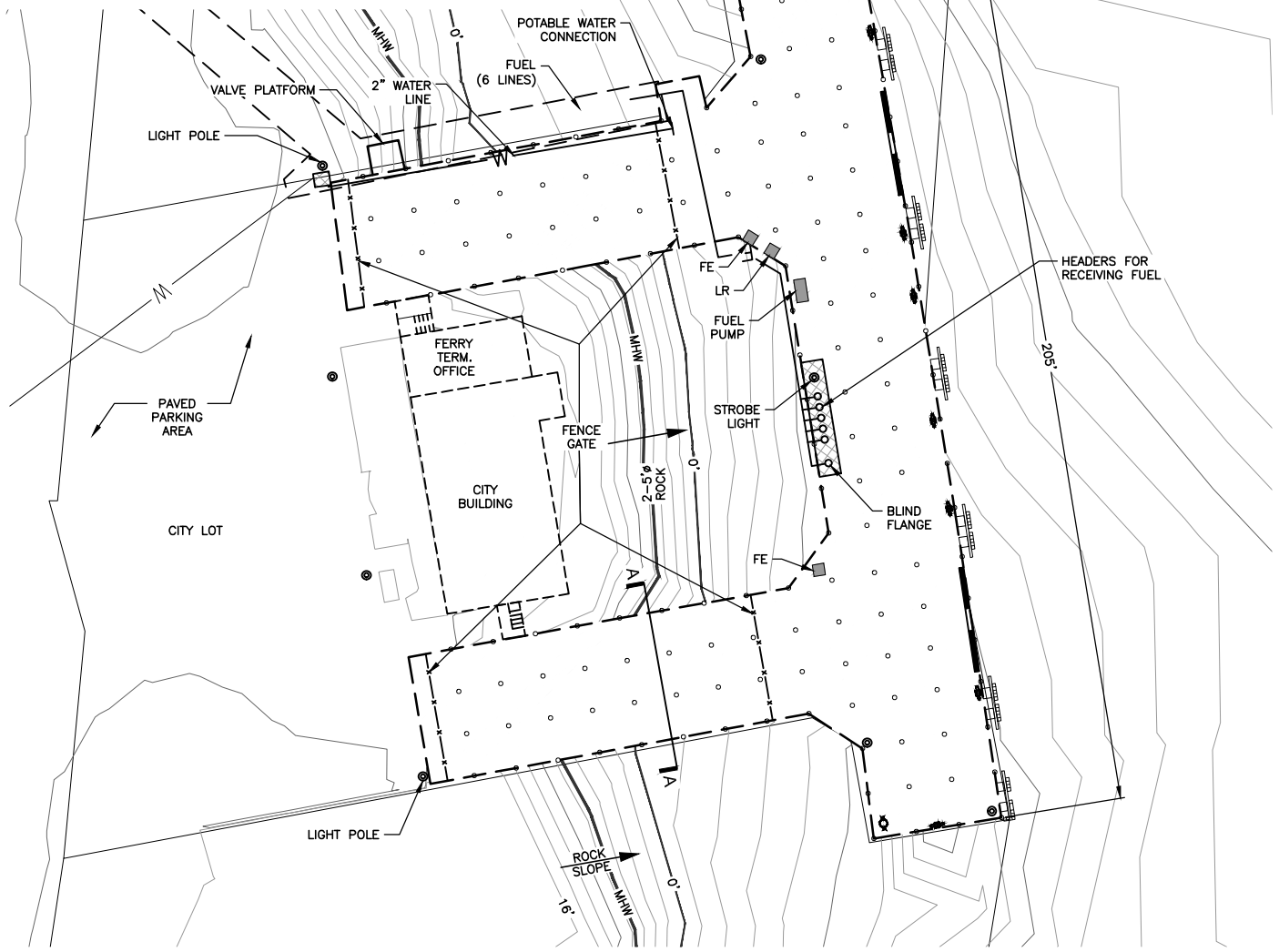
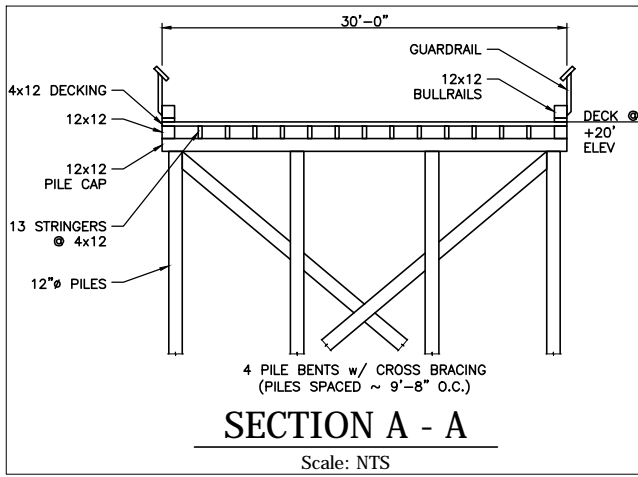
Scope

This project will consist of planning, designing and constructing improvements to Kodiak's Pier 1 dock to provide a facility compatible with AMHS vessels and operations. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems.



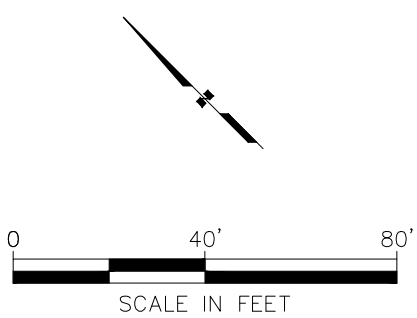
STIP page attached thru Amendment #6 (2013)





LEGEND

- CLEFT
- VERTICAL TIMBER PILE w/ 10' O.C. (12" DIA)
(BATTER PILES NOT SHOWN)
- 24' LOADING GATE (REMOVABLE BULLRAIL)
- FENDERS
- LIGHT POLE
- FIRE EXTINGUISHER
- LIFE RING
- MOORING BOLLARD w/ STEEL PILE



**ALASKA DEPARTMENT OF
TRANSPORTATION & PUBLIC FACILITIES**

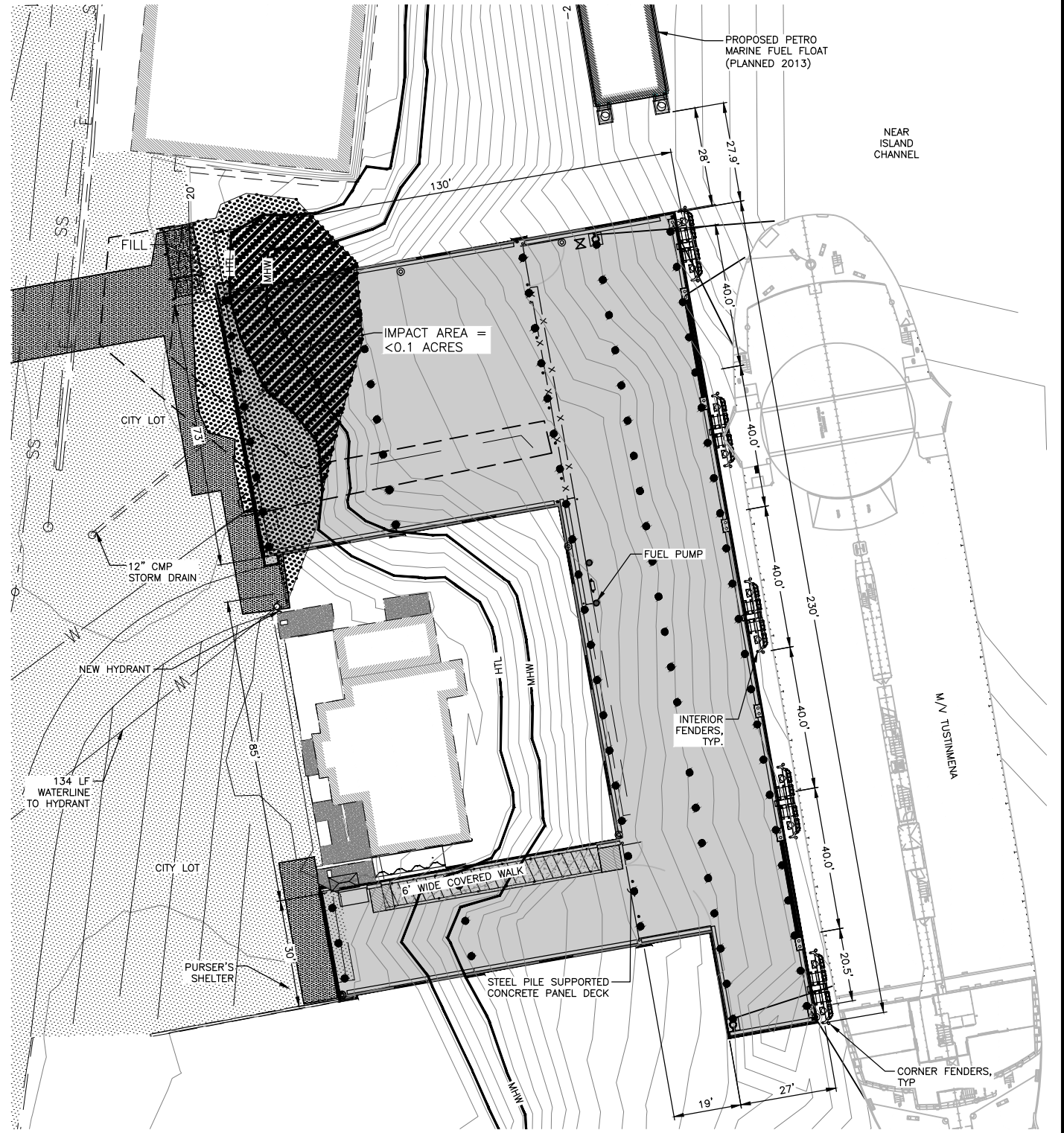
KODIAK FERRY TERMINAL & DOCK
IMPROVEMENTS – KODIAK, ALASKA
POA-2012-769, KODIAK HARBOR

Project No. 68938/HPRL-0003 (109)

T27S, R19W, SEC 32, KODIAK D-2
SEWARD MERIDIAN

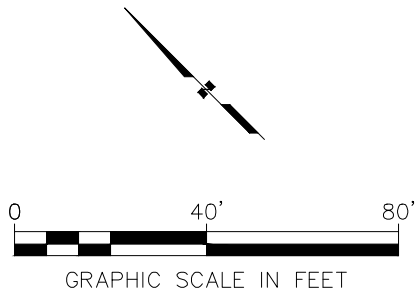
EXISTING SITE

AUGUST 2013 FIGURE 2 OF 4



LEGEND

- ⊙ NEW LIGHT POLE
- ⊛ 24" MOORING BOLLARD/PILE
- ⊠ MOORING CLEAT
- ⊕ FIRE HYDRANT
- 18" FENDER PILE
- 24" STEEL PIPE PILE, VERTICAL
- ▨ IMPACT AREA
- ▤ FILL/ARMORING



ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

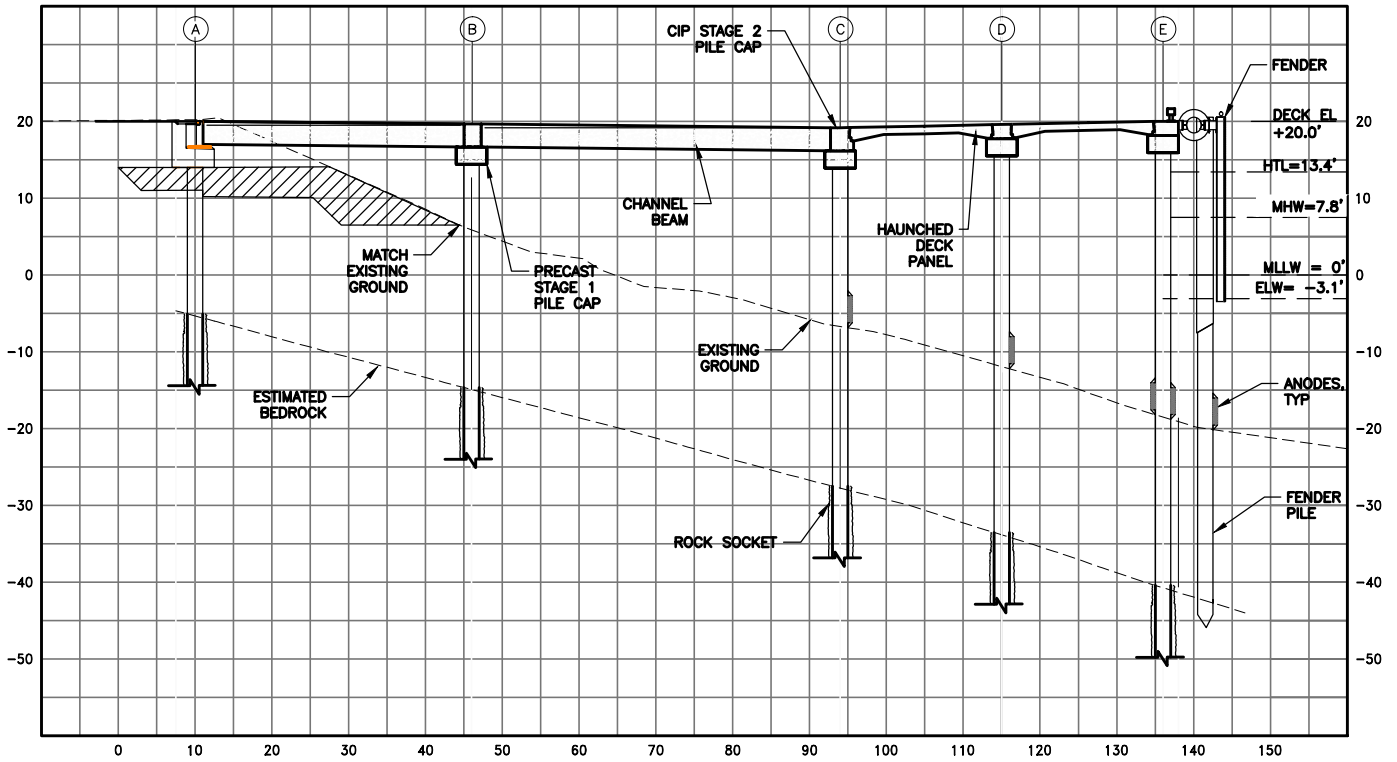
KODIAK FERRY TERMINAL & DOCK IMPROVEMENTS – KODIAK, ALASKA POA-2012-769, KODIAK HARBOR

Project No. 68938/HPRL-0003 (109)

T27S, R19W, SEC 32, KODIAK D-2 SEWARD MERIDIAN

SITE PLAN

AUGUST 2013 FIGURE 3 OF 4




 FILL BELOW HTL/MHW



ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES	
KODIAK FERRY TERMINAL & DOCK IMPROVEMENTS – KODIAK, ALASKA POA-2012-769, KODIAK HARBOR	
Project No. 68938/HPRL-0003 (109)	
T27S, R19W, SEC 32, KODIAK D-2 SEWARD MERIDIAN	
DOCK ELEVATION	
AUGUST 2013	FIGURE 4 OF 4

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Thru: Charlie Powers, Parks and Recreation Director & KPD Lieutenants Rhonda Wallace 
and Ray Ellis 

Date: October 24, 2013

Agenda Item: V. a. **Continued First Reading Ordinance No. 1313, Enacting Kodiak City Code 18.32.115, Park Closure, to Designate Hours When Parks Are Closed to the Public**

SUMMARY: City staff and the Parks and Recreation Advisory Board have recommended that Council establish open and closing hours for the many large and small parks the City owns. At this time, none of these parks are governed with opened and closed park hours. While City Code exists for noise complaints and curfew hours, KPD cannot ask a person to vacate a public place like a park without codified hours. Furthermore, the Parks Department cannot staff the facilities in a responsible manner without fixed hours of operation for some of the parks in its care. The opportunity for vandalism and other acts harmful to the public's interest increases later in the evening. The value of the improvements on the parks with fields and playgrounds exceed \$10 million and are vulnerable to vandalism. The most significant act of vandalism resulted in approximately \$1 million in damage to the ice rink last summer. Staff recommends Council adopt Ordinance No. 1313 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

PREVIOUS COUNCIL ACTION: On September 24, 2013, staff presented staff and advisory board recommendations to Council on park hours of operation. Council directed staff to work with the attorney to develop an ordinance that would establish City-owned park hours as follows:

Winter Hours (Sept 1-April 30) 5 a.m. to 10 p.m.

Summer Hours (May 1-August 31) 5 a.m. to 11 p.m.

DISCUSSION: City staff and the advisory board believe it is imperative to establish park hours for those reasons discussed in the summary. The City Council, advisory board, and staff are in agreement that park hours are necessary and should be enforceable and easily communicated. However, the Council requested slightly different hours from those recommended due to the expectation of public access.

Arguments can be made for and against late time hours and seasonal hours. Many of the parks are within established neighborhoods, which can create use conflicts during the later part of the evening. The nature of the individual parks is also an important consideration when establishing hours. Operationally, amending the City Code to govern City parks will help KPD and the Parks Department. Under this

under the City Code could, in some cases, result in additional costs when the City is required to cover both prosecution and defense fees for indigent persons. Therefore, it was decided to cite violators under State regulations.

Baranof Park is the busiest public facility in the community and contains the largest level of outdoor recreational improvements. Baranof is home to industry-leading playing surfaces including an ice rink, skate park, tennis court, playground, track, baseball field, and football field. From an operational perspective, the focused use is a good thing, because it increases the quantity and quality of public enjoyment while creating efficiency in terms of upkeep and oversight. However, operating hours definitely reach a point of diminishing return and risk tolerance. The Parks Department will schedule a staff member to be on duty at Baranof Park to act as the City's point of contact for outdoor facilities during open park hours.

East Addition Park has the second highest value of assets and receives the most complaints from adjacent neighbors and is frequently vandalized. The park contains basketball courts, a baseball field, playground equipment, and a bathroom/concession building and, therefore, has similar challenges to Baranof Park.

Selief and Hillside Playgrounds are designed for children and their families to enjoy; however, they can be a magnet for other people to use during evening hours. The equipment in these parks have age and weight engineering constraints and are damaged or ruined when misused. A piece of playground equipment is surprisingly expensive, and given the nature of these playgrounds, it is likely in the public's best interest to establish policy that protects health and safety.

Other Miscellaneous Fields are the Woody Way and Dark Lake ball fields owned by the Kodiak Island Borough. Coon Field is owned by the Alaska National Guard. East Elementary and North Star ball fields are owned by the Kodiak Island School District and Borough. All of these fields are managed and maintained by the City Parks and Recreation Department. Woody Way, Dark Lake, and Coon fields have City-owned improvements including sod, fencing, and dugouts; although, the City will not regulate activities in facilities that are not City-owned.

Pocket Parks and Trailed Parks the City owns and maintains, which include the pocket parks including the Russian Well, Sargent, Gibson Cove, and St. Paul Plaza. The City also owns and maintains trails and three parks on Near Island. None of these parks are fenced, and they are common corridors for public foot traffic.

On May 1, 2013, the Parks & Recreation Advisory Board voted unanimously to establish park hours on all parks according to two seasons coinciding with the seasonal equinoxes. The summer season would run from March 20 to September 22 and have open hours from 5 a.m. to midnight. The winter season would be the remaining year and have open hours from 6 a.m. to 10 p.m. KPD supported a universal time for all parks, which was supported by the Manager. Parks managed by the City but owned by the Borough would not be covered by the established park hours, as they are outside our jurisdiction and could not be covered unless KIB approved. Given the Council's feedback, the ordinance lays out the hours and accommodates Council's intent.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1313 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting. This is the staff recommendation and reflects Council consensus from the September 24, 2013, work session.
- 2) Amend or do not pass Ordinance No. 1313, which is not recommended, because it does not establish park hours as discussed and agreed to.

FINANCIAL IMPLICATIONS: The City has over \$10 million in improvements to various parks managed by the Parks and Recreation Department. These improvements require proper maintenance and supervision to ensure the longevity of use for the public's enjoyment. Implementing park hours has a minimal impact to operating costs both for KPD and the Parks and Recreation Department. However, park hours do have a significantly favorable impact to both departments' operations in terms of protecting public welfare.

LEGAL: The attached ordinance was drafted by the City's attorney.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1313 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting. Once the ordinance becomes effective, it will establish hours for all parks under City ownership to be open from 5 a.m. to 11 p.m. in the summer, as defined May 1-August 31, and from 5 a.m. to 10 p.m. in the winter, as defined Sept 1- April 30.

MANAGER'S COMMENTS: I recommend that Council adopt this ordinance to help staff ensure community safety and to protect our park resources. While I supported a recommendation for later opening hours, I understand and support Council's compromise, which reflects their concerns for continued public access. I want to thank Parks and Recreation Director Charlie Powers and Lt. Wallace for completing additional follow-up work in preparation for adoption of this ordinance and ask Council to advance the ordinance to second reading and public hearing at the next regular or special Council meeting.

ATTACHMENTS:

Attachment A: Ordinance No. 1313

Attachment B: Memo from KPD Chief in support of park hours dated September 16, 2013

PROPOSED MOTION:

Move to pass Ordinance No. 1313 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

**CITY OF KODIAK
ORDINANCE NUMBER 1313**

AN ORDINANCE ENACTING KODIAK CITY CODE 18.32.115, PARK CLOSURE, TO DESIGNATE HOURS WHEN PARKS ARE CLOSED TO THE PUBLIC

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

Section 1: Kodiak City Code 18.32.115, Park Closure, is hereby enacted to read as follows:

18.32.115 Park closure. (a) All parks, including parks located outside the city, are closed to the public:

(1) Before 5 a.m. and after 11 p.m. each day in the months of May through August.

(2) Before 5 a.m. and after 10 p.m. each day in the months of September through April.

(b) No person may enter or remain in a park during the hours of closure prescribed by subsection (a) of this section.

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

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:
Second Reading:
Effective Date:



City of Kodiak
KODIAK POLICE DEPARTMENT
 Office of the Chief of Police



Memorandum

To: City Manager Aimee Kniaziowski
 From: Chief of Police TC Kamai
 Date: September 16, 2013
 Subject: Park Closure Hours

The KPD supports establishing park hours for all parks that fall under City ownership and/or management from 6am to 10pm.

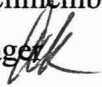
Ten pm is recognized universally as an all quiet time. In this example, 10pm is the hour cited by law enforcement officers to abate noise disturbances emanating from public property and city parks. A person ignoring a warning can be charged with the crime of Disorderly Conduct; a Class B Misdemeanor offense which carries a fine of \$2,000 and a jail term of 0 – 90 days.

The purpose of the Disorderly Conduct law is to prevent people from disturbing the peace of others while they are tending to their daily business and personal affairs. Many of the City's parks are located within established neighborhoods. Allowing a park to remain open to the public after 10pm will cause conflict with the residents in these neighborhoods, and undermine the police department's ability to address noise disturbances.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: October 24, 2013

Agenda Item: V. b. **Resolution No. 2013–29, Urging the Secretaries of Agriculture and Interior to Revise Rural Determination Process Under Alaska National Interest Lands Conservation Act, Title VIII**

SUMMARY: The Federal Subsistence Board initiated a review of the process and criteria used to determine rural subsistence status, which occurs every ten years or so. The Board has requested comments on the determination process until November 1, 2013, which include populations, rural characteristics, aggregation of communities, timelines, and other information.

Kodiak is currently categorized as rural for the purposes of harvesting fish and wildlife on federal lands. In the Kodiak area, the lands include the Kodiak Wildlife Refuge lands, the Buskin River, and waters around Afognak Island. This current rural designation could change as the area is reviewed under the existing review criteria, especially when community populations are counted in aggregate. Council has voiced support of the local tribal representatives' request that the City and Borough participate in this process and urge the Secretaries of Agriculture and the Interior to change the process for rural determination as it pertains to classifying Kodiak as an eligible subsistence area and safeguard the region's traditional subsistence lifestyle. The federal agencies are urged to consider geographic location and remoteness appropriately and not use the consolidation of populations of a region as a key determinant of rural status.

According to Pamela Bumsted with the Sun'aq Tribe, the Ninth Circuit Court reaffirmed that under the Alaska National Interest Lands Conservation Act (ANILCA), Alaska's rural communities must have access to local resources managed by the federal government no matter if they are used or what use characteristics there are. Therefore, a determination based on geography and remoteness should be the main criterion and not aggregated population data.

The Borough Assembly is scheduled to adopt a similar resolution in support of changing the criteria at their regular meeting on October 17th. Council may adopt the attached resolution in support of the proposed changes. If adopted, the resolution will be forwarded to tribal officials, our Washington delegation, and our federal lobbyist for distribution.

PREVIOUS COUNCIL ACTION: The City Council adopted Resolution No. 2006–28 in support of Kodiak retaining its rural status on August 24, 2006.

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ALTERNATIVES: Council may approve, amend, or fail the resolution.

ATTACHMENTS:

Attachment A: Resolution No. 2013–29

Attachment B: Resolution No. 2006–28

Attachment C: Backup material provided by the Sun’aq tribe

PROPOSED MOTION:

Move to adopt Resolution No. 2013–29.

CITY OF KODIAK
RESOLUTION NUMBER 2013–29

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK URGING
THE SECRETARIES OF AGRICULTURE AND INTERIOR TO REVISE RURAL
DETERMINATION PROCESS UNDER ALASKA NATIONAL INTEREST LANDS
CONSERVATION ACT TITLE VIII**

WHEREAS, the Unified States Congress passed into Law, in 1980, Title VIII of the Alaska National Interest Lands Conservation Act (ANILCA) in order to protect the subsistence rights of rural Alaskans by making subsistence a priority consumptive use of federal lands and waters for rural Alaskans; and

WHEREAS, Congress indicated in Title VIII that protecting subsistence was essential to Alaska Native culture and a rural lifestyle, and that Congress was applying its trust responsibility to Alaska Natives in requiring a subsistence consumptive priority; and

WHEREAS, the federal government through the Federal Subsistence Management Board (FSMB) under the Secretaries of Interior and Agriculture is responsible for protecting rural residents and implementing the Congressional intent of Title VIII and as verified by the 9th Circuit Court decisions (2013); and

WHEREAS, Congress, the Federal Subsistence Board, and the State of Alaska determined that the City of Kodiak and the adjacent road system had significant rural characteristics and, therefore, was designated rural for state and federal purposes in the early 1990s; and

WHEREAS, the Federal Subsistence Board is required every ten years to review but not determine rural residential status to evaluate changes within a community that justify changing its rural status; and

WHEREAS, the determination process is not required and is expensive and stressful to FSMB and to communities; and

WHEREAS, there has been an approximately ten-percent decline in the City of Kodiak's population between 1990 and 2013 (from 6,787 to 6,104) moving the City of Kodiak further away from the benchmark population of 7,000 people; and

WHEREAS, the City of Kodiak and the Kodiak road system continue to possess significant characteristics of a remote geography, including a location without road access from the nearest urban area, cultural and geographical isolation, a high cost of living, and limited access to goods and services; and

WHEREAS, the United States Coast Guard Base does not eliminate or reduce the rural nature of Kodiak, since the Base is an independent census-designated place community, located well outside the boundaries of the City of Kodiak, with its administrative authority based in Alameda, California; and

WHEREAS, the City of Kodiak, along with each of the individual road-system communities have individual and unique characteristics that define them, and they should not be “lumped” together for rural designation purposes in an effort to establish a “community” population greater than a subjective threshold of 7,000 people; and

WHEREAS, the City of Kodiak serves as a hub for outlying villages, whose elders often spend their winters and later years living in town, returning to the village during the summer; and

WHEREAS, many hundreds of Alaska Natives reside in Kodiak and are strongly dependent on subsistence for their cultural and nutritional survival, as are many more residents of the community, due to their economic status or remote lifestyle; and

WHEREAS, the rural characteristics of Kodiak have not significantly changed since Kodiak was originally designated rural to the point where Kodiak residents should be denied their cultural heritage and access to local resources.

NOW, THEREFORE, BE IT RESOLVED that the City of Kodiak strongly suggests the Federal Subsistence Board and the Secretaries of Interior and Agriculture determine that:

- Rural for purposes of ANILCA Title VIII should follow the standards used by the USDA and USDHHS and be based upon geographic and land use classification, which are statistically determined.
- “Rural Characteristics” currently used as criteria should be removed.
- Population aggregation is unneeded and should not occur.
- Communities smaller than those always considered nonrural under ANILCA VIII will remain rural.
- No area determined as “frontier” or “remote” for purposes of federal services should be determined urban or “non-rural” by the Subsistence Board.
- Communities already designated as rural for purposes of ANILCA Title VIII by the Board or by Congress and the Secretaries of Interior and Agriculture shall remain rural.

BE IT FURTHER RESOLVED that Kodiak residents should remain permanently rural for purposes of ANILCA Title VIII, because Kodiak is a geographically and statistically remote archipelago and a community designated as frontier for many federal services.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:
Second Reading:
Effective Date:

**CITY OF KODIAK
RESOLUTION NUMBER 06-28**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK URGING
THE FEDERAL SUBSISTENCE BOARD TO DESIGNATE KODIAK RURAL**

WHEREAS, the United States Congress passed into Law, in 1980, Title VIII of the Alaska National Interest Lands Conservation Act (ANILCA) in order to protect the subsistence rights of rural Alaskans by making subsistence a priority use of federal lands and waters for rural Alaskans; and

WHEREAS, Congress indicated in Title VIII that protecting subsistence was essential to Alaska Native culture and a rural lifestyle, and that Congress was applying its trust responsibility to Alaska Natives in requiring a subsistence priority; and

WHEREAS, the federal government assumed authority over subsistence management on public lands in Alaska because they determined that the State of Alaska was not in compliance with Title VIII of ANILCA; therefore the federal government through the Federal Subsistence Management Board is responsible for protecting subsistence and implementing the Congressional intent of Title VIII; and

WHEREAS, Congress recognized that an Alaskan community with a population of more than 7,000 can be rural if it possesses significant characteristics of a rural nature, and this recognition is documented in federal regulations; and

WHEREAS, both the Federal Subsistence Board and the State of Alaska determined that the City of Kodiak and the adjacent road system had significant rural characteristics and, therefore, was designated rural for State and federal purposes in the early 1990s; and

WHEREAS, the Federal Subsistence Board is required to review rural determinations every ten years to evaluate *changes* within a community that justify changing its rural status; and

WHEREAS, the Federal Subsistence Board has recently recommended that Kodiak be changed from rural to nonrural status, thereby eliminating Kodiak's qualification for the rural subsistence priority; and

WHEREAS, the Federal Subsistence Board appears to be basing its recommendation for changing the status of Kodiak primarily on the basis of an aggregate road system population exceeding 7,000, which was true when Kodiak was first designated rural; and

WHEREAS, there has been an approximately ten-percent decline in the City of Kodiak's population between 1990 and 2005 (from 6,787 to 6,088) moving the City of Kodiak further away from the benchmark population of 7,000 people; and

WHEREAS, the City of Kodiak and the Kodiak road system continues to possess significant characteristics of a rural nature, including a remote location, cultural and geographical isolation, a high cost of living, and limited access to goods and services; and

WHEREAS, the United States Coast Guard Base does not eliminate or reduce the rural nature of Kodiak, since the Base functions as an independent community, located well outside the boundaries of the City of Kodiak, with its administrative authority based in Alameda, California; and

WHEREAS, the City of Kodiak, along with each of the individual road-system neighborhoods have individual and unique characteristics that define them, and they should not be “lumped” together for rural designation purposes in an effort to establish a “community” population greater than 7,000 people; and

WHEREAS, the City of Kodiak serves as a hub for outlying villages, whose elders often spend their winters and latter years living in town, returning to the village during the summer; and

WHEREAS, many hundreds of Alaska Natives reside in Kodiak and are strongly dependent on subsistence for their cultural and nutritional survival, as are many more residents of the community, due to their economic status or lifestyle; and

WHEREAS, the subsistence characteristics of Kodiak have not significantly changed, since Kodiak was originally designated rural, to the point where Kodiak residents should be denied their cultural heritage and access to subsistence resources.

NOW, THEREFORE, BE IT RESOLVED that the City of Kodiak strongly opposes the preliminary recommendations of the Federal Subsistence Board that Kodiak be changed from a rural to a nonrural community and urges the Board to make a final decennial determination that Kodiak is rural.

BE IT FURTHER RESOLVED that Kodiak’s significant rural characteristics have not changed since 1990, and Kodiak should remain a rural community for subsistence purposes.

BE IT FURTHER RESOLVED that the City Council of Kodiak, Alaska, requests the Federal Subsistence Board hold its final December hearing in Kodiak, Alaska, for the purposes of listening to local residents’ testimony concerning the importance of confirming Kodiak’s rural status.



CITY OF KODIAK

Carolyn Floyd
MAYOR

ATTEST:

Debra M. Mark
CITY CLERK

Adopted: August 24, 2006

BRIEFING ON THE REVIEW OF THE RURAL DETERMINATION PROCESS

Title VIII of the 1980 Alaska National Interest Lands Conservation Act (ANILCA) provides a subsistence priority for rural Alaska residents for harvesting fish and wildlife resources on Federal public lands. Only residents of communities or areas determined to be rural are eligible under Federal subsistence regulations for the subsistence priority. The Secretaries of the Interior and Agriculture are responsible for the process by which the rural determinations are made. The Federal Subsistence Board uses the Secretaries' process to make the rural determinations.

On December 17, 2010, the Secretaries of the Interior and Agriculture directed the Federal Subsistence Board to conduct a review of the rural determination process and develop recommendations to the Secretaries on how to improve the process.

The Federal Subsistence Board initiated a review of the rural determination process on December 31, 2012 with the publication of a Federal Register Notice (Attachments 2 and 3) requesting comments on the following components of the process: population thresholds, rural characteristics, aggregation of communities, timelines and information sources. All ideas on how to improve the rural determination process that are consistent with ANILCA Title VIII and 9th Circuit Court of Appeals case law associated with the definition of rural will be considered. The deadline to submit comments is November 1, 2013.

In addition to soliciting written public comments, the Federal Subsistence Board is holding hearings in key locations throughout the State to provide opportunities for the public to learn more about the rural determination process and provide testimony. The Federal Subsistence Board has provided Federally recognized Tribes and Alaska Native Claims Settlement Act (ANCSA) corporations with the opportunity to consult prior to the start of the Federal Subsistence Regional Advisory Council meeting window. During the fall 2013 meetings, the ten Federal Subsistence Regional Advisory Councils are to review the rural determination process and formulate recommendations for the Board. See the Current Schedule of Forums for Public Comments for a list of all meetings and hearings to be held (Attachment 4).

The Federal Subsistence Board will meet April 15–17, 2014 in Anchorage to review all the comments it received during the comment period. The Board will then make recommendations to the Secretaries of the Interior and Agriculture on possible changes to improve the process. These recommendations will be based in large part on the Federal Subsistence Regional Advisory Councils' recommendations, results of Tribal and ANCSA corporation consultations, and public comments. See the Steps in the Rural Determination Process for the review schedule (Attachment 5)

If the Secretaries decide to make changes to the rural determination process, a proposed rule and another comment period will be published in the Federal Register as required by the Administrative Procedure Act.

Following the completion of the review of the rural determination process, the Federal Subsistence Board will conduct a public review of the current rural determinations.

Rural Determination Process Review Q&As

Overview

1. Why is the rural determination process review important to Alaskans?

Only residents of communities or areas determined to be rural by the Federal Subsistence Board are eligible to harvest fish and wildlife resources on Federal public lands under Federal subsistence regulations.

2. Why is the Federal Subsistence Board reviewing the rural determination Process?

On October 23, 2009, Secretary of the Interior Ken Salazar announced the initiation of a Departmental review of the Federal Subsistence Management Program in Alaska, and on August 31, 2010, Secretary Salazar, along with Secretary of Agriculture Tom Vilsack, made several recommendations to the Federal Subsistence Board to improve the program. One recommendation called for a review of the rural determination process and, if needed, regulatory change. The Federal Subsistence Board voted unanimously to initiate a review of the rural determination process (process review). In the meantime, the Board found that it was in the public interest to suspend the results of its May 7, 2007 rural determinations until after this current review of the rural determination process is complete and new rural determinations are made, or for 5 years, whichever comes first.

3. Who is participating in the process review and what roles are each playing?

The public is encouraged to participate in the rural determination process review by learning about the current process, commenting on it, and suggesting new ideas for a better, future process. The public is invited to testify in person at public hearings or provide written comments. The Regional Advisory Councils, Tribes, and Alaska Native Claims Settlement Act corporations may also provide comments or make recommendations to the Federal Subsistence Board. The Federal Subsistence Board will evaluate all the comments and present recommendations to the Secretaries of the Interior and Agriculture, who will decide the outcome of the process review.

4. What is the overall timeline?

The rural determination process review will occur between December 31, 2012 and the spring of 2015. The Federal Subsistence Board's goal is to conduct the new rural determinations review by February, 2017.

Existing rural determination process

5. What is the existing process for determining rural communities (or non-rural areas)?

The Federal Subsistence Board uses the rural determination process described in the Final Rule published in the Federal Register on May 7, 2007. The Federal Subsistence Board considered all of the following in making rural determinations:

- **Population thresholds.** A community or area with a population below 2,500 will be considered rural. A community or area with a population between 2,500 and 7,000 will be considered rural or nonrural, based on community characteristics and criteria used to group communities together. Communities with populations more than 7,000 will be considered nonrural, unless such communities possess significant characteristics of a rural nature.
- **Rural characteristics.** The Board recognizes that population alone is not the only indicator of rural or nonrural status. Other characteristics the Board considers include, but are not limited to, the following: use of fish and wildlife; development and diversity of the economy; community infrastructure; transportation; and educational institutions.
- **Aggregation of communities.** The Board recognizes that communities and areas of Alaska are connected in diverse ways. Communities that are economically, socially, and communally integrated are considered in the aggregate in determining rural and nonrural status. The aggregation criteria are: 1) Do 30 percent or more of the working people commute from one community to another? 2) Do they share a common high school attendance area? and 3) Are the communities in proximity and road-accessible to one another?
- **Timelines.** The Board reviews rural determinations on a 10-year cycle, and out of cycle in special circumstances.
- **Information sources.** Current regulations state that population data from the most recent census conducted by the U.S. Census Bureau, as updated by the Alaska Department of Labor, shall be utilized in the rural determination process. The information collected and the reports generated during the decennial census vary between each census; as such, data used during the Board's rural determination may vary. These information sources as stated in regulations will continue to be the foundation of data used for rural determinations.

6. When were the most recent rural determinations made and what were they?

The Final Rule on the current rural determinations was published in the Federal Register on May 7, 2007. The Federal Subsistence Board determined all communities and areas to be rural except:

- (1) Anchorage, Municipality of;
- (2) Fairbanks North Star Borough;
- (3) Homer area—including Homer, Anchor Point, North Fork Road area, Kachemak City, and the Fritz Creek East area (not including Voznesenka);

- (4) Juneau area—including Juneau, West Juneau, and Douglas;
- (5) Kenai area—including Kenai, Soldotna, Sterling, Nikiski, Salamatof, Kalifonsky, Kasilof, and Clam Gulch;
- (6) Ketchikan area—including all parts of the road system connected to the City of Ketchikan including Saxman, Pennock Island and parts of Gravina Island;
- (7) Prudhoe Bay;
- (8) Seward area—including Seward and Moose Pass;
- (9) Valdez; and
- (10) Wasilla/Palmer area—including Wasilla, Palmer, Sutton, Big Lake, Houston, Point MacKenzie, and Bodenburg Butte.

Note that all changes made by the Board in 2007, except for changing Adak's determination from non-rural to rural, have been put on hold by the Board pending the outcome of the process review and new rural determinations. (See Question #1 for more detail).

“Process” Review (currently underway)

7. Are there any legal considerations I should be aware of when making my comments?

Yes. All ideas on how to improve the rural determination process that are consistent with ANILCA Title VIII and 9th Circuit Court of Appeals case law associated with the definition of rural will be considered. In *Kenaitze v. State of Alaska*, 860 F.2d 312 (1988), the 9th Court provided useful guidance regarding the meaning of the term "rural" as it is used in Title VIII of ANILCA:

Regarding the definition of "rural," the Court said, "The term rural is not difficult to understand; it is not a term of art. It is a standard word in the English language commonly understood to refer to areas of the country that are sparsely populated, where the economy centers on agriculture and ranching."

Based on this definition, the Court struck down the State of Alaska's approach to defining rural areas. The State's definition of "rural" included only those areas dominated by subsistence fishing and hunting, while excluding areas dominated primarily by a cash economy even if a substantial portion of that area's residents engaged in subsistence activities. In making this decision, the Court said that "Congress did not limit the benefits of [Title VIII] to areas dominated by a subsistence economy. Instead, it wrote broadly, giving the statutory priority to all subsistence users residing in rural areas."

8. What is the timeline for the process review?

- The rural determination process review began on December 31, 2012, with the publication of a Federal Register Notice requesting comments.
- Between August 20 and October 17, 2013 the Subsistence Regional Advisory Councils will meet and formulate comments for the Federal Subsistence Board. Public hearings, conducted by the Federal Subsistence Board, will be held in conjunction with each of these meetings to gather public comments.
- The deadline to submit all comments is November 1, 2013.
- By April, 2014 the Federal Subsistence Board will draft recommendations for the Secretaries of the Interior and Agriculture on possible changes to the process.
- The Secretaries will then publish a proposed rule in the Federal Register, opening a comment period, and by the spring of 2015 will publish a final rule.

9. Where can I find the Federal Register Notice that asks for input into the process?

It is available online at <http://alaska.fws.gov/asm/rural.cfm> In addition, the public can call 1 (800) 478-1456 to request a hard copy.

10. When and where can I provide official input into the process review?

By November 1, 2013 comments must be received in any of the following ways:

- *Electronically*: sent to subsistence@fws.gov.
- *By hard copy*: U.S. mail or hand-delivery to: USFWS, Office of Subsistence Management, 1011 East Tudor Road, MS 121, Attn: Theo Matuskowitz, Anchorage, AK 99503– 6199,
- *Hand delivery* to the Designated Federal Official attending any of the Regional Advisory Council public meetings or Federal Subsistence Board public hearings, or
- *By testifying* at public hearings held in conjunction with the Fall 2013 Regional Advisory Council meetings and in a few additional communities. The hearing schedule can be found at <http://alaska.fws.gov/asm/deadline.cfm>

11. How can I make my comments most useful to the Board?

Comments, and rationale for those comments, should address the following components of the current rural determination process: population thresholds, rural characteristics, aggregation of communities, timelines and information sources. All ideas on how to improve the rural determination process consistent with ANILCA Title VIII and the 9th Circuit Court of Appeals case law associated with the definition of rural will be considered.

12. Will the fall of 2013 be the only time I can comment on the process review?

No. If the Secretaries decide to make changes to the rural determination process, a proposed rule will be published in the Federal Register followed by another open comment period.

13. What will the Board do with my comments?

After the November 1, 2013 comment deadline, the Federal Subsistence Board will review and analyze all the comments it received during the comment period. The Board will make recommendations to the Secretaries of the Interior and Agriculture on possible changes to improve the rural determination process.

14. Who can I contact if I have questions?

Individuals can call David Jenkins, Office of Subsistence Management, at 907-786-3688 or email david_jenkins@fws.gov

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

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

Date: October 24, 2013

Agenda Item: V. c. Authorization of a Professional Services Contract for Composting Design, Project No. 7517

SUMMARY: The City has been working on a solution for both temporary and long term disposal of biosolids for multiple years. A sludge disposal study was conducted in 2008 to evaluate potential options, and a pilot composting project was conducted in 2010 to verify the feasibility of composting the community's biosolids. CH2MHill has been providing professional engineering support throughout the process. On October 10, 2013, the Borough Assembly stated their intent to approve the transfer of approximately 2.36 acres of land from within the landfill property to the City and is expected to approve the transfer at their October 17, 2013, meeting. The City will then be able to begin the geotechnical investigation and start on the design and permitting phase of the project. Staff recommends Council approve this professional service contract with CH2MHILL in the amount of \$416,000 to begin the geotechnical, design, and permitting work for a composting facility at the landfill site.

PREVIOUS COUNCIL ACTION:

- January 2008, Council authorized a feasibility study to identify solutions for biosolids disposal.
- August 26, 2008, CH2MHill engineers presented a project update of the sludge disposal study to Council at a work session. A major part of the presentation centered on composting as the most cost effective disposal solution.
- October 23, 2008, Council approved a pilot composting test program.
- April 2010, the composting pilot project was finalized. Results showed the pilot project exceeded Class A composting standards set by the EPA.
- Summer 2010, follow up presentations were made to Council on the program results, disposal options, and progress toward a solution.
- January 2012, Quayanna Development Corp. Executive Director Peter Olson presented a proposal to contract with the City to compost biosolids.
- February 2012, Council approved an MOU with Quayanna Development Corp. to work together toward a final composting agreement.
- July 2012, Council authorized the City Manager to begin working on a contract with Quayanna Development Corp. for disposal of biosolids.
- October 25, 2012, Council approved a five-year composting agreement with Quayanna Development Corp.

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- December 13, 2012, Council authorized a contract with CH2MHill to provide biosolid consulting support services to City staff for \$30,000.
- April 25, 2013, Council approved contract amendment No. 1 to the CH2MHill contract for an additional \$30,000, in consulting support for the project.
- September 12, 2013, Council approved contract amendment No. 2 to the CH2MHill contract in the amount of \$85,000.

DISCUSSION: In 2008, the City contracted with CH2MHill to evaluate viable options for disposal of biosolids in some manner other than burial in the unlined landfill due to capacity and expansion issues. The City looked into disposal options that included incineration, cannibalism, and composting. Staff and Council came to the conclusion that composting was the most cost-effective method for the City to dispose of biosolids. Initial cost estimates in 2007-2008 put a composting facility at \$2 million plus, cannibalism at \$3.5 to \$4 million, and incineration at over \$5 million. At the completion of the composting pilot project, the final report estimated a composting facility for the City at over \$4 million, plus operational cost on an annual basis of roughly \$200,000.

In the fall of 2008, Council approved a composting pilot project. In June 2009, the City started a small composting pilot project that used approximately 30 cubic yards of biosolids mixed with wood chips. The results of the composting project produced high quality compost defined as exceeding EPA regulatory requirements for a Class “A” biosolid product.

Throughout this process CH2MHill has provided City staff with professional expertise, guidance, and technical support while working on various phases of the project.

During the DEC permit application process for the contractor’s initial site selection at Middle Bay, the City and DEC received a substantial amount of negative public comments including cost increases to ratepayers, objections to the location, and the perceived hazardous nature of biosolids. In an effort to respond to the negative public comment, the City brought in additional professional help to address misinformation that was presented publicly by opponents of composting.

Once the Borough Assembly approves the transfer of roughly 2.36 acres of land at the landfill in the area of the south dump site on October 17th, the City can move forward with the design.

As part of the design of this facility, CH2MHill will perform geotech testing work to determine the best type of building construction to suit the site conditions. The area is a large fill site, which is almost entirely filled with organic soils. The consultants will also perform environmental soil and water testing on the site to ensure there are no contamination issues prior to accepting ownership of the site. If the site soils or water is deemed contaminated, staff will assess the risk and may not accept the site from the Borough.

The plan is to design a covered composting facility to achieve Class “A” Exceptional Quality (EQ) compost from approximately 50 cubic yards of biosolids per week. The City has identified that the static aeration pile method is the process that will be used.

The design will also evaluate all permits necessary to build the facility as well as include support for the City’s composting permit application with ADEC.

ALTERNATIVES:

- 1) Approve the design contract with CH2MHill, which staff recommends. There has been much discussion over the last five years and once the approval of the land transfer occurs from the Borough Assembly, staff and the designers will get started. When the engineered plans are at 95 percent and an operational plan is developed, City staff will submit the application to DEC for a composting permit.
- 2) Council may delay or not approve the design contract, but this is not recommended. The City must not delay in proceeding with the design process, and given the years of study and effort that have been placed into this solution, staff urges Council to move forward.

FINANCIAL IMPLICATIONS: This professional service contract is based on a lump sum contract with the inclusion of \$50,000, on a time and material basis for work outside of the design such as additional professional support with public processes or possibly even a public hearing as part of the ADEC permitting process. The available funds in the project budget of \$3.6 million are more than adequate to fund this portion of the project.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the professional services contract with CH2MHill for design of a Class “A” Exceptional Quality (EQ) composting facility with funds coming from the Sewer Capital Improvement Fund, Biosolids Management, Project No. 7517.

CITY MANAGER’S COMMENTS: This has been a well vetted process. Staff has worked long and hard toward a cost-effective and environmentally sustainable solution to the disposal of Kodiak’s biosolids. After seeing the success of the composting facilities we visited in Washington and Idaho, we know this will be the best, most affordable, and sustainable solution for Kodiak. I encourage Council to approve this contract so we can proceed forward with the design of our own Class “A” facility.

ATTACHMENTS:

Attachment A: CH2MHill Design Proposal letter dated October 14, 2013

PROPOSED MOTION:

Move to authorize a professional services contract with CH2MHill for the design and permitting of a Class “A” (EQ) composting facility, with funds coming from the Sewer Capital Improvement Fund, Biosolids Management, Project No. 7517, and authorize the City Manager or designee to execute the documents on behalf of the City.

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CH2M HILL
301 W. Northern Lights Blvd Suite 601
Anchorage, AK 99503
Tel 907-278-2551
Fax 907-257-2000

October 14, 2013

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

Subject: Engineering Services Proposal for City of Kodiak Composting Facility Supplemental Services, Preliminary, and Final Design

Dear Mr. Kozak:

CH2M HILL appreciates this opportunity to submit this proposal to provide engineering services to City of Kodiak (the City) for designing a compost facility for treating biosolids from the City's wastewater treatment facility (WWTF). The new composting facility will provide the City with the capability of producing Class A compost material in accordance with ADEC regulations.

Project Understanding

The City conducted a biosolids composting pilot program during the summer of 2009. The pilot test demonstrated that high-quality compost, defined as exceeding EPA regulatory requirements for a Class A biosolids product and suitable for unrestricted use, can be produced using the aerated static pile method in Kodiak's coastal environment.

This project will develop the design for a new composting facility. It will be located at the existing Kodiak Island Borough (KIB) landfill site. CH2M HILL will complete the following project components:

- **Perform upfront supplemental services type activities to obtain information needed to begin the design effort and to assist the City with Public Outreach and technology familiarity.**
- **Perform the preliminary design tasks to define the project, design criteria and budgetary cost.** The preliminary design report will serve as the basis for final design.
- **Execute a geotechnical field investigation program using local subcontractors and CH2M HILL geotechnical engineering personnel.** Samples will be collected and analyzed during the geotechnical investigation to identify existing contaminants.
- **Prepare a Performance Specification/ Request for Proposals for selection of the Compost System Supplier and assist in the evaluation of these proposals/bids.** The City may decide to prepurchase the Compost System equipment.

- **Design the Composting Facility.** The composting facility will be designed based on the use of Aerated Static Pile (ASP) composting process within discrete cast-in-place concrete or timber bin/asphalt pad configuration bunkers. Compost in each bunker will be negatively aerated on a continuous basis. The ASP compost system will be enclosed in a structure. The facility also includes a covered unaerated and asphalt paved finished product storage area. Enclosing the biosolids receiving and composting operations will eliminate the potential for stormwater contact with unprocessed WWTP solids. Odorous air will be collected from the compost building and conveyed to a biofilter for treatment.
- **Provide the 65% design documents for review and comment by the City and the Alaska Department of Environmental Conservation (ADEC).**
- **Provide the 95% design documents in accordance with permit requirements for submittal to the KIB Building Department, and the ADEC.**
- **Provide bidding assistance services to help the City in selection of the project General Contractor and Composting Equipment Supplier.**

Note: Construction phase related engineering services scope of work will be established at a later date under a contract amendment to the design contract or under a new contract.

The work scope below is based on the understanding that the City has directed a third party surveyor to prepare a two foot interval contour map of the designated compost area which shows all utilities, topographic site features and improvements. The survey electronic file should be prepared in Microstation V8I (preferable) or Auto CADD 2013 or earlier to serve as a base map for the proposed compost site. CH2M HILL will use this base map to develop all future composting facility layouts and design details, and will reasonably rely upon the accuracy, timeliness, and completeness of this and any other existing information provided by the City.

Scope of Work

CH2M HILL will provide Engineering Services to complete the Composting Facility project for City. The work phases and tasks are described below:

Composting Facility Supplemental Activities Phase

The purpose of the design preparation scope is to provide supplemental services to in preparation for beginning engineering design.

Task 1 Public Outreach Assistance

CH2M HILL will assist the City and their public relations consultant to provide guidance on public relations efforts being conducted by the City's public relations consultant. The assistance will include providing compost specific research information, technical information, product use information, and availability at up to two meetings in Kodiak to address public questions and concerns related to the compost facility development. CH2M HILL's senior reviewer, Floyd Damron, and senior compost consultant, Todd Williams (as needed) will attend these meetings.

Task 1 Deliverables

Provide specific written information to City's public relations consultant and attend up to two public meetings as requested by the City.

Task 2 Odor Modeling for Compost Site

CH2M HILL understands that odor control is of paramount importance to the success of this planned ASP operation and will perform the following odor modeling. The odor dispersion model selected for this effort is the AMS/EPA Regulatory Model (AERMOD). The U.S. Environmental Protection Agency (USEPA) lists the AERMOD model as one of several alternative models that can be used in support of regulatory applications. While odor modeling is not an ADEC requirement for this type of facility, odor modeling of the proposed ASP facility will demonstrate that the planned facilities will not create odor-nuisance impacts to adjoining property owners.

Odor analysis and atmospheric dispersion modeling, using the AERMOD model, will be completed at the KIB Landfill property to determine predicted conditions of the planned composting operations with the new facilities installed. The location of the planned ASP odor emission sources will be located on a site plan. The emission sources for use in the modeling analysis will consist of the biofilter which will treat all compost and cure pile emissions. Odor dilution to threshold data from similar biosolids composting operations sampled by CH2M HILL will be used to characterize the odor emission rates as this information is not available through USEPA.

Predicted conditions will be evaluated and presented in the isopleth graphical format showing how the odors from the planned composting operations reach out from the source. The isopleth plots will show the farthest limit of potential odor impact, and the predicted impact in the area of potential adjoining property owners and stakeholders in both a graphical and tabular form.

Task 2 Deliverable

CH2M HILL's project manager and senior compost consultant will meet with the City and Borough of Kodiak in a teleconference to present the results of the odor modeling task and summarize the results in a written technical memorandum.

Task 3 Geotechnical Investigation

Geotechnical work will consist of preliminary review of conditions at the proposed facility site on a filled area adjacent to the KIB Landfill. This will include collection of available existing subsurface information, review of site maps, and preliminary assessment of soils conditions based on available information.

The onsite geotechnical investigation will include digging representative test pits within the recent fill placed at the south fill location. The City will provide an excavator and operator for the test pit work. This will include up to one - 8 hour day of test pit digging as required to determine the soil conditions. General visual classification of the site soils and observations of consistency are assumed to be sufficient to provide the information required for design. Select soil samples may be collected for laboratory testing. Each of the test pit excavations will be logged by a geotechnical engineer characterizing the types of soil, rock and groundwater conditions encountered in each of the excavations. The elevation of any notable groundwater conditions will be recorded. A soil sample will be collected from each of up to three test pits and analyzed for the presence of contaminants. Additionally, a water sample will be collected from the existing culvert at the toe of the fill slope and analyzed for the presence of contaminants.

Task 3 Assumptions

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M HILL.

Task 3 Deliverable

A technical memorandum will be prepared to summarize the subsurface conditions encountered at the proposed site, water levels, and photos of test pits. The tech memo will include a record of the test pit logs and all laboratory analysis (if conducted). Engineering analysis, construction recommendations, and design parameters will be provided for design of structures and facilities.

Composting Facility Preliminary Design Phase

The purpose of the preliminary design scope is to further define the project for subsequent design and construction project phases. The tasks below describe the preliminary design work and deliverables. The design work will be based on the previous work performed by CH2M HILL, as documented in Technical Memorandum 3, "Kodiak Biosolids Composting Facility Conceptual Design and Cost Estimate", included in a report titled "Biosolids Composting Pilot Test, Final Summary, Report and Technical Memorandums," April 2010.

Task 4 Preliminary Design Phase Kick-off Meeting

CH2M HILL will lead a meeting in Kodiak for project definition and development of design criteria. The meeting will be conducted with the City and CH2M HILL staff to kick-off the project and define the desired project including treatment capacity, access requirements, composting technology options, building features and siting of the various composting components. CH2M HILL's project manager, design manager, and senior compost consultant will attend the meeting. In conjunction with the meeting, and as follow-on to the lower-48 site visits, technology options such as mixers, compost aeration, compost process controls, and other compost process decisions will be discussed.

Task 4 Deliverable

Kick-off Meeting Summary Notes

Task 5 Basis of Design Report and Preliminary Drawings

Task 6 defines the project and prepares the preliminary design drawings and Basis of Design Report that addresses the following key discipline issues:

- Composting Technology – Review of the 2010 “Biosolids Composting Pilot Test, Final Summary, Report and Technical Memorandums” to reaffirm the Basis of Design Criteria and equipment and controls selection alternatives for the composting facility and the odor control facility.
- Civil – identify code and permitting issues, determine access requirements, develop preliminary site grading, drainage, and erosion control plans. Understanding the drainage pathways and discharge points, along with the potential water quality at those discharge points will be important.
- Stormwater and Condensate Management – determine method for enclosing the biosolids receiving and composting operation at the proposed facility to significantly reduce the potential for stormwater contact. Identify best management practices to divert stormwater from non-operating areas outside of the facility away from the facility. Determine City’s preferences for the collection and storage of condensate from the compost aeration system for ultimate treatment and disposal at the City’s existing wastewater treatment facility.
- Structural – identify code issues, review geotechnical report, and provide basis of design for the foundation and roofing load requirements
- Process Mechanical – identify City preferences for piping, valves, instruments, tanks, etc.
- Structure Mechanical – identify code issues and determine HVAC type for this facility.
- Electrical – identify code issues, assess available power and adequacy for the composting facility, identify needed improvements, review need for a standby generation system.
- Instrumentation and Control – review control and data acquisition needs and identify City preferences.
- Support System needs – Water supply, condensate collection and treatment, and storm water collection needs will be determined.

Prepare preliminary drawings to illustrate the selected project approach. The drawings will show general site layout, structure sizes, and equipment layout.

Task 5 Deliverable

Basis of Design Report and Preliminary Drawings

Task 6 Engineer’s Opinion of Probable Construction Cost

A preliminary cost estimate will be based on the pre-design drawings identified in the Task 4 Basis of Design Report and preliminary drawings. Conceptual level costs are generally accurate to +50 and -30 percent of the estimate. The cost opinion will be prepared for guidance in project evaluation from the information available at the time of preparation. The final costs of the project will depend on actual labor and material costs, actual site conditions, productivity, competitive market conditions, final project scope, final schedule and other variable factors. As a result, CH2M HILL cannot warrant that the final project costs will not vary from the

preliminary cost opinion or any subsequently revised cost opinion. Because of these factors, funding needs must be carefully reviewed prior to making specific financial decisions or establishing final budgets.

Task 6 Deliverable

Preliminary Engineering Cost Opinion and Statement of Assumptions

Task 7 Preliminary Design Report & Project Schedule

The work products prepared as part of the Composting Facility Preliminary Design Phase will be compiled into a Preliminary Design Report. The report will be appropriate for inclusion in grant applications. The Preliminary Design Report will include the design criteria, preliminary drawings, odor modeling results, cost estimate, and project schedule.

Task 7 Deliverable

Draft and Final Preliminary Design Report

Task 8 Preliminary Design Project Management and Administration

Project management includes subtasks required to set up the project, regularly communicate and update City staff, coordinate activities, assure QA/QC of deliverables, direct and coordinate project personnel, prepare invoices, attend meetings, closeout the pre-design phase, and address any general project management issues that arise during execution of the pre-design phase. Monthly invoices will be prepared along with a brief status report.

Task 8 Deliverables

Monthly Invoices and Project Status Reports

Composting Facility Final Design Phase

Task 9 Final Design Phase Project Kick-off Meeting

A teleconference meeting will be held with City and CH2M HILL staff to kick-off the final design. The City and CH2M HILL staff will discuss any issues remaining from the preliminary design phase and decide on details and outstanding design issues that need to be finalized prior to the final design of the composting facility.

Task 9 Deliverable

Kick-off Meeting Summary Notes

Task 10 Composting Process Equipment Procurement

CH2M HILL will assist the City with process equipment selection and procurement for the new composting facility. The batch mixer, aeration equipment and temperature monitoring equipment and controls can all be supplied as a package system or a custom designed system.

Equipment to be pre-purchased or pre-selected by the City will be identified. CH2M HILL will prepare a request for proposal for any such pre-purchased or pre-selected equipment consisting of specifications and figure(s) depicting the proposed system layout.

- CH2M HILL will assist the City with compost Equipment bid evaluations and prepare a brief memo summarizing the final compost equipment award decision

Task 11 Composting Facility Construction Documents

CH2M HILL will conduct the necessary architectural, civil, mechanical, electrical, structural, and control system engineering to prepare design drawings and prepare construction specifications for the Composting Facility. The major features included in the design will be:

- An enclosed ASP composting facility system designed to process 55 cubic yards per week of undigested biosolids from the WWTF with a biofilter for odor control, enclosed storage for equipment, and covered storage large enough to accommodate the volume of product produced in 6 months.
- Electrical power and controls for the new Composting Facility. Major electrical components to be designed include an electrical transformer, main control panel, and standby generation set.
- Lighting and ventilation for the new structure(s) and yard lighting.
- On-site grading, erosion control, and yard piping for the new facility.

Contract document deliverables in accordance with those describe in the following sections will be submitted to the City for review and approval at 65%, 95% and 100% completion. The drawings and specifications will be sent for permitting and approval as required by each agency and described in Task 12 below. An engineer’s opinion of probable cost will be submitted with the 65%, 95%, and 100% design documents. The Engineering fees are based on the following proposed design drawing list, which is subject to change as the project develops:

Drawing No.	Drawing Title
General	
G-1	Cover
G-2	Index to Drawings
G-3	Abbreviations and General Notes
Civil	
C-1	General, Civil, and Architectural Legend
C-2	Overall Site and Survey Control Plan
C-3	Foundation Plan
C-4	Site Grading Plan
C-5	Yard Piping Plan
C-6	Temporary Erosion and Sedimentation Control Plan
C-7	Site Details
C-8	Site Details
C-9	Civil Standard Details
Structural	
S-1	Structural Legend and Notes
S-2	ASP Bunkers General Arrangement
S-3	ASP Bunkers Sections and Details
S-4	Composting Building General Arrangement
S-5	Composting Building Sections and Details
S-6	Biofilter General Arrangement
S-7	Biofilter Sections and Details
S-8	Concrete Equipment Pad Layout
S-9	Structural Standard Details
Instrumentation and Control	
A-1	Biosolids Composting Operation
A-2	Odor Control
A-3	Main Panel and Field Wiring

Drawing No.	Drawing Title
Process	
P-1	Overall Plan
P-2	ASP Aeration System Plan and Isometric
P-3	Biofilter Plan and Details
P-4	Composting Building Plan and Sections
P-5	Sections
P-6	Leachate Tank Details
P-7	Miscellaneous Details
Electrical	
E-1	Electrical Legend 1 of 3
E-2	Electrical Legend 2 of 3
E-3	Electrical Legend 3 of 3
E-4	Biosolids Composting Site Plan
E-5	Composting Building Lighting Plan
E-6	Yard Lighting Plan
E-7	Composting Building Single Line Diagram
E-8	Composting Building 208/120V Panel Schedule
E-9	Miscellaneous Details Sheet 1 of 2
E-10	Miscellaneous Details Sheet 2 of 2
Total Drawings	38

Task 11.1 65% Design Documents

The purpose of this task is to utilize the project decisions made in the previous submittal and to complete and finalize the calculations, develop the project design to achieve a working design concept that can be fully reviewed by the City staff and ADEC. Structures, equipment, major plant piping, process, site plan are all established during this phase to allow detailing of the same in the next phase of design.

65% Design Deliverables

The 65% submittal to the City will include 5 paper copies of the following items:

- 65% Design Drawings
- 65% Specifications
- 65% Engineers Opinion of Probable Cost

Task 11.2 95% Design Documents

The purpose of this task is to utilize the decisions of the project that were made in the previous phase. Structures, equipment, major plant piping, process, site plan are all finalized during this phase. Drawings and other bidding documents that are required for permitting review will be available at the conclusion of this phase. The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase.

95% Design Deliverables

The 95% submittal to the City will include 5 paper copies and up to 5 additional paper copies for submittal to permitting agencies which will include the following items:

- 95% Design Drawings
- 95% Technical Specifications

- Updated Engineer's Opinion of Probable Cost

Task 11.3 100% Contract (Bid) Document Preparation

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

- Contract Document Completion based on comments from permitting agencies and the City
- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. Owner input is required at this point to determine construction contract requirements and insurance requirements.
- Complete final Engineer's Opinion of Probable Cost
- Coordinate with Owner on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.

Incorporation of Final Review Comments:

CH2M HILL will modify the contract documents to reflect all agreed upon final review comments from the City, applicable regulatory agencies and CH2M HILL's quality control review team. The final documents will then be submitted to the City and prepared for bidding.

100% Design Deliverables

- 100% Contract Drawings
- 100% Technical Specifications
- 100% Engineer's Opinion of Probable Cost (It is assumed that little to no update will be required from the 95% Cost Opinion).

Task 12 Permitting

Alaska Department of Environmental Conservation (ADEC) Permits

A Class A Compost permit and Multi-Sector Stormwater General Permit will be required from ADEC. CH2M HILL will coordinate the submittals required for these permits. The City will be responsible for all agency submittal and review fees. Our proposal assumes no public meetings will be required by ADEC, or if required, CH2M HILL will not need to attend.

Task 13 Bidding Phase Services

CH2M HILL will provide bidding services including preparing bid packages, providing bidding assistance, attending the pre-bid conference, review of contractors questions, preparing addenda, and providing a recommendation for the apparent low bidder.

It is assumed that CH2M HILL will provide the complete bid documents to the City as a part of the bid package for distribution to the bidders. It is assumed that the City will be responsible

for all bid advertising costs during the bidding process and that the City will be the primary point of contact for bidders during the bid phase.

CH2M HILL will assist the City in arranging and conducting one pre-bid conference. CH2M HILL will assist the City in developing the agenda and content of the pre-bid conference. CH2M HILL will take minutes or make other provision for documenting the results of the pre-bid conference. CH2M HILL will also record all questions and requests for additional information, and shall coordinate with the City for issuing responses and additional information.

CH2M HILL will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests, which may be in the form of addenda. CH2M HILL shall assist the City in issuing Addenda to the Bid Documents. The City will distribute the addenda to the bidders. It is assumed that up to two addenda will be prepared and issued by CH2M HILL as part of bidding services. All Addenda shall be approved by the City.

CH2M HILL shall assist the City in review and evaluation of the apparent low bidder. CH2M HILL shall prepare a summary memorandum of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids. CH2M HILL will provide technical (but not legal) advice in bid protest situations.

Task 14 Final Design Project Management and Administration

Project management includes time required to set up the tasks, regularly communicate and update City staff, coordinate activities, assure QA/QC of deliverables, direct project personnel, prepare invoices, attend project meetings not specifically covered in a separate task, close the project, archive records, and address any general project management issues that arise during execution of the project. Monthly invoices will be prepared along with a brief status report.

Task 14 Deliverables

Monthly Invoices and Project Status Reports

Key Project Team Members

Our proposed Composting Facility Design team:

Discipline	Lead
Project Manager	Tom Wolf, P.E.
Senior Technology Consultant	Todd Williams
Process Engineer	Scott Gamble, P.Eng.
Design Manager	Bud Alto, P.E.
Odor Modeler	Matthew Ward
Geotechnical Engineer	Bud Alto, P.E.
Structural Engineer	Mark Parent, P.E.

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Discipline	Lead
Mechanical Engineer	Adam Boyd
Electrical Engineer	Breck Alderson, P.E.
Instrumentation and Control	Breck Alderson, P.E.
Civil Engineer	Zack Brown, P.E.
Permitting	Sarah Rygh, P.E.
Construction Cost Estimator	Craig Moore
Senior Review/QC	Floyd Damron, P.E.

Budget

The budget is based on CH2M HILL completing components Tasks 1-14 of the project identified in this proposal. The total fee will be a lump sum amount of \$366,000 based on the tasks described in the scope of work and table below:

COMPOSTING FACILITY SUPPLEMENTAL SERVICE ACTIVITIES PHASE		
Task 1	Public Outreach Assistance	\$28,000
Task 2	Odor Modeling	\$26,000
Task 3	Geotechnical Investigation	\$23,000
SUBTOTAL	Supplemental Service Activities Phase	\$77,000
COMPOSTING FACILITY PRELIMINARY DESIGN PHASE		
Task 4	Preliminary Design Kick-Off Meeting	\$14,000
Task 5	Basis of Design Report and Preliminary Drawings	\$34,000
Task 6	Preliminary Construction Cost Estimate	\$9,000
Task 7	Preliminary Design Report and Schedule	\$12,000
Task 8	Preliminary Design Project Management and Administration	\$8,000
SUBTOTAL	Preliminary Design Phase	\$77,000
COMPOSTING FACILITY FINAL DESIGN PHASE		
Task 9	Final Design Kick-Off Meeting	\$3,000
Task 10	Composting Process Equipment Procurement	\$14,000
Task 11	Composting Facility Construction Documents	
Task 11.1	65% Design	\$50,000
Task 11.2	95% Design	\$51,000
Task 11.3	100% Bid Documents	\$22,000
Task 12	Permitting	\$33,000
Task 13	Bidding Phase Services	\$19,000
Task 14	Project Management and Administration	\$20,000
SUBTOTAL	Final Design Phase	\$212,000
TOTAL LUMP SUM AMOUNT*	Composting Supplemental Services, Preliminary Design and Final Design Phases	\$366,000
**Time & Materials	Allowance for Undefined Scope Items	\$50,000

* The lump sum amount is based on all work being completed no later March 15, 2014.

** This allowance for undefined scope is for the City's convenience to use if new tasks are needed after the contract is executed. These funds will only be accessed when a task order for additional work is issued by the Public Works Director or City Engineer. The City may decide the amount of funding for this potential future work should be more or less than the proposed \$50,000. The advantage of having this allowance in place is it will allow quick response by CH2M HILL to any new work activities that may emerge as the project goes forward.

Schedule

Our CH2M HILL team is available to begin work upon Notice to Proceed (NTP). The design and bidding services work on this project is assumed to require 5 months from NTP and will be completed by March 15, 2014. We propose the following schedule for completion of this project.

Milestone	Target Completion Date
Notice to Proceed	October 28, 2013
Composting Facility Pre-Design	November 27, 2013
65% Submittal Package/Equipment Pre-purchase Documents	January 10, 2014
95% Submittal Package/Permitting Package	January 31, 2014
Bid Documents and Advertise for Bid	February 14, 2014
Construction Contract NTP	March 15, 2014

We appreciate the opportunity to submit this proposal and look forward to working with you and your staff. This project will provide high value to the City because it will allow the City to treat biosolids locally and at the same time produce a beneficial product.

Please contact me if you have any questions.

Sincerely,



Thomas S. Wolf, P.E., PMP
VP & Principal Project Manager

C: /Bud Alto/CH2M HILL

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager *AK*

Thru: Mark Kozak, Public Works Director *MK* and Glen Melvin PE, City Engineer *GM*

Date: October 24, 2103

Agenda Item: V. d. **Authorization of Professional Services Contract for Monashka Pumphouse Design, Project No.11-05/7029**

SUMMARY: The Monashka reservoir and pumphouse supply the City of Kodiak with its main source of water. The existing pumphouse was built in the 1970s and is no longer adequate to reliably meet Kodiak's water needs. The City completed a feasibility study of the facility in December 2012, which showed the building needs to be replaced due to serious structural and seismic deficiencies. Council approved an amendment to the Monashka Pumphouse Feasibility Study with CH2MHill in February 2013, to determine potential sites to build a new pumphouse and move this project to roughly 20 percent design. This work was completed and staff made a presentation to Council on the preferred design components at the October 8, 2013, work session. Staff now recommends Council approve the design of the new Monashka Pumphouse with CH2MHill in the amount of \$399,500.

PREVIOUS COUNCIL ACTION:

- October 2010, Council approved a contract with CH2MHill to complete the Monashka Pumphouse Upgrade Feasibility study.
- December 2012, Council accepted an Alaska Municipal Matching Grant (AMMG) for \$420,000 that was transferred from the UV project to the Monashka design and construction project.
- January 2013, Council named Monashka Pumphouse project as the No. 1 City priority on City's FY2014 state CIP list.
- FY2013, Council approved additional capital project funding for the project in the amount of \$425,000.
- February 2013, Council approved a contract amendment with CH2MHill for additional pre-design and design work on pumphouse project.
- September 2013, Council adopted Resolution No. 2013-27, which formally accepted the FY 2014 legislative grant in the amount of \$500,000 for Monashka Pumphouse Upgrades.
- October 8, 2013, staff made a report and recommended pumphouse location and design components to Council, and Council expressed agreement with staff's recommendations.

DISCUSSION: The Monashka reservoir and pumphouse are the City's main water sources. Almost all of the community's water comes from the Monashka complex, roughly 1.89 billion gallons of water a year. In order to support the community, and particularly the processing industries' water needs, this

facility has to be at full pumping capacity at all times. The Pillar Creek system is rarely used and serves primarily as a backup system to Monashka. However, Pillar Creek is critical to the City in order to continue to operate under filtration avoidance criteria.

Beginning in the fall of 2010, CH2MHill evaluated the existing Monashka pumphouse to determine if the facility could be rebuilt and upgraded. That evaluation uncovered serious structural issues, and the final recommendation in December of 2012 was to replace the building due to structural and seismic deficiencies.

Additional work was done to determine locations for a new pumphouse and included cost estimates to determine the most affordable location. The site was selected and then additional study was conducted to determine the number of pumps and the operating systems to be used. This information was presented to the City Council at the October 8, 2013, work session. Council voiced consensus with the staff recommendation on the location of the new building and the number of pumps.

Staff requested a proposal from CH2MHill to design and prepare bid-ready plans for a new pumphouse, pumps, and operating system. Staff also asked for an accelerated design in order to bid this project by January. If the project can be bid by January, the contract can be awarded in March and construction can begin in May. This is important because late May and early June are the best times for the City's water system to rely on Pillar Creek for the water supply.

A key element affecting the design and construction of the project is the need to keep the existing pumphouse fully operational throughout the construction of the new pumphouse. Staff will have to coordinate two time periods of shutdown for connection of underground piping to the existing system. The City system faces very limited windows of time that Pillar Creek can meet the full water demand of the community on a daily basis. This creates some very time sensitive action items for the contractor.

ALTERNATIVES:

- 1) Staff recommends Council approve this professional service contract with CH2MHill for the design and bid-ready package of a new Monashka Pumphouse. The facility is critical to the support of the community.
- 2) Postpone or do not approve the design contract with CH2MHill, which is not recommended. This is a critical facility and without it the City cannot provide water to the fishing industry or to the community. The City's average water usage in 2012 was 5.2 million gallons per day.

FINANCIAL IMPLICATIONS: We have been actively working on funding for the replacement of the Monashka pump house since we started the feasibility study in 2010. The following table is a breakdown of funds that are in place or are approved and applications are in the works to get the funding transferred from the UV project to Monashka.

FY 2011	City Funds	\$225,000	
FY 2012	No Funds Added		
FY 2013	City Funds	\$425,000	
FY 2013	AMMG	\$420,000	Accepted Dec 2012
Total to date		\$1,070,000	
FY 2014	State Legislative grant	\$500,000	Accepted September 2013 by City Council
FY 2014	AMMG	\$503,548	This is from grant reduction of UV grant, portion of remaining funds
FY 2014	Alaska Drinking Water Loan	\$6,000,000	We have been approved to apply for up to \$6 million. The application has not been submitted yet.
FY 2014	AMMG	\$945,728 as of Pay Request #50	Transfer remaining UV Grant funds.
FY 2015	AMMG Questionnaire	\$2,495,452	Won't know until Dec 2013 if this funding makes Governor's budget. Award July 2014 if approved.

LEGAL: N/A.

STAFF RECOMMENDATION: Staff recommends Council approve the professional service contract with CH2MHill to design the Monashka Pumphouse Project No. 11-05/7029 in the amount of \$399,500 with funds coming from Water Capital Improvement Fund Project No. 7029.

CITY MANAGER'S COMMENTS: The City cannot risk delaying the replacement of this facility, nor can the City support the water system's demands without Monashka fully operational at all times. Therefore, I support moving forward with the design as outlined and recommended by staff. I also fully support the aggressive design schedule we've laid out for CH2MHill.

ATTACHMENTS:

Attachment A: CH2MHill design proposal, dated October 14, 2013

PROPOSED MOTION:

Move to authorize a professional services contract with CH2MHill to design the Monashka Pumphouse Project No. 11-05/7029 in the amount of \$399,500, with funds coming from Water Capital Improvement Fund Project No. 7029 and authorize the City Manager or designee to execute the agreement on behalf of the City.

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CH2M HILL
301 W. Northern Lights Blvd Suite 601
Anchorage, AK 99503
Tel 907-278-2551
Fax 907-257-2000

October 14, 2013

Mark Kozak
Public Works Director
CITY OF KODIAK
2410 Mill Bay Road
Kodiak, AK 99615

Subject: Engineering Services Proposal for City of Kodiak Monashka Reservoir Pump House Final Design with Special Permitting Task

Dear Mark:

CH2M HILL appreciates this opportunity to submit our engineering services proposal to the City of Kodiak (City) for designing a new pumping facility for the City's Monashka Creek water supply. The new pumping facility will replace the existing aging pumping facility to provide a reliable water supply source to the City for the next 30-50 years.

Project Background

The City currently receives its untreated water from two unfiltered surface water sources: Monashka Creek (primary) and Pillar Creek (secondary). The water from the Monashka Creek source has been pumped from the Monashka Creek pump house to the upper reservoir in the City for 40 years. CH2M HILL's assessment of the existing pumping facility in 2011-2012 determined that the existing facility would not maintain structural integrity during a design seismic event. Upgrades to the facility required to bring it to a condition that would reliably serve the city for the next 30-50 years would potentially cost more than design and construction of a new facility.

Based upon this premise, CH2M HILL conducted a feasibility study to develop a design concept and construction cost estimate for a new pumping facility at the Monashka site. This work was recently completed and prompted the City to request this cost proposal for the new pumping facility's final design. The goal is construct the new pump house in 2014.

Key Final Design Features

CH2M HILL will conduct the necessary architectural, civil, mechanical, electrical, structural, and control system engineering to prepare design drawings and prepare construction specifications for the new Monashka pumping facility. The major features included in the design will be:

- A pumping system and piping design to provide up to 14 MGD of water from the Monashka reservoir to the upper reservoir through the use of three equally sized electrically driven pumps. The system will include a fourth diesel engine driven pump that will be the same size and capacity as the electrically driven pumps. The diesel engine driven pump will supply water to the upper reservoir during electrical power outages.

- New electrical motor control center, panel boards, power and controls for the new pumping facility will be provided. Major electrical components include an electrical transformer, small stand-by generator, controls, and main control panel.
- A new two story building consisting of a ground floor to house the pumps, valves, and associated piping and a second floor containing an electrical room, bathroom, and office/emergency living space.
- Lighting, heating and ventilation for the new building will be included. Lighting is assumed to be industrial, chemically resistant fluorescent lighting. Heating is assumed to be oil fired wall mounted units supplemented by electrical resistance heating. Ventilation will be provided by wall and ceiling vents.
- On-site grading, erosion control, and yard piping improvements needed for the new facility will be included in the design.

Scope of Work – Final Design Phase

Contract document deliverables in accordance with those describe in the following sections will be submitted to the City for review and approval at 50% and 95% completion. The drawings and specifications will be sent for permitting and approval as required by each agency and described below. An engineer’s opinion of probable cost will be submitted with the 50%, 95%, and 100% design documents. It is assumed that the City will require two weeks for review of each of the submittals. We will travel to Kodiak after the 50% and 95% submittals for a review workshop. The CAD drawings will be prepared in Microstation and the specifications will be Engineer’s Joint Council format as modified by CH2M HILL and will employ the new 49 Divisions. The Engineer fees are based on the following proposed design drawing list:

Drawing No.	Drawing Title
General	
G-1	Cover
G-2	Index to Drawings
G-3	Abbreviations and General Notes
G-4	Special Inspection
G-5	Hydraulic Profile
Civil	
C-1	General, Civil, and Architectural Legend
C-2	Overall Site and Survey Control Plan
C-3	Foundation Plan
C-4	Grading Plan
C-5	Yard Piping Plan
C-6	Temporary Erosion and Sedimentation Control Plan
C-7	Site Details
C-8	Civil Standard Details

Architectural

A-1	Architectural Legend, General & Code Notes
A-2	Floor Plan
A-3	Second Story Floor Plan
A-4	Elevations
A-5	Building Sections
A-6	Wall Sections and Details
A-7	Roof & Wall Details
A-8	Interior Wall Elevations & Details
A-9	Architectural Standard Details

Structural

S-1	Structural Legend
S-2	Foundation & Ground Floor Plan
S-3	Second Story Floor Plan
S-4	Roof Plan
S-5	Wall Sections
S-6	Sections
S-7	Details
S-8	Structural Standard Details

Process Mechanical

M-1	Process Mechanical Legend
M-2	Process Flow Diagram
M-3	Floor Plan
M-4	Sections
M-5	Details
M-6	Mechanical Standard Details
M-7	Standard Details

Building Mechanical

H-1	Legend and Schedules
H-2	Ground Floor Plan
H-3	Second Floor Plan
H-4	Generator Plan/Diagram
H-5	Plumbing Diagrams and Details
H-6	Heating Diagrams and Details
H-7	HVAC Standard Details

Electrical

E-1	Electrical Legend
E-2	Overall One Line Diagram
E-3	MCC One Line Diagram
E-4	Process (Power) Plan
E-5	Facility (Lighting) Plan
E-6	Control Diagrams
E-7	Conduit Schedules
E-8	Luminaire Schedules
E-9	Electrical Standard Details

Instrumentation and Control

I-1	Instrumentation and Control Legend
I-2	P&ID
I-3	Block Diagram
I-4	Typical Wiring Diagrams
I-5	Telemetry System Diagram
I-6	Instrumentation and Control Standard Details

Total Drawings	59
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Engineering Services to complete the Monashka Pump House design will consist of the following tasks:

Task 1- Design Team Kick-off Meeting

CH2M HILL will lead a half-day meeting in Kodiak for project definition and design criteria development. The meeting will be conducted with the City and CH2M HILL staff to kick-off the project and confirm the desired project elements including pumping capacity, access requirements, building features, and monitoring and control systems. CH2M HILL's Project Manager, Civil Engineer, and Design Manager will attend the meeting. A site visit will be made at this time to confirm the exact location of the new building.

During the project kick-off meeting, CH2M HILL and the City will define the City's objectives and success factors for the project and document the City's standards as they pertain to this work. We will use CH2M HILL's design standards in most cases, with clarifications and exceptions, if any, noted in a summary memo following the meeting.

The following areas will be considered during the kickoff meeting:

- Project objectives: Discussion of the overall purpose for this project to ensure that all participants have the same understanding. The City will define for the project team what will make this a successful project from their perspective.
- Construction Funding: City will provide updated construction funding information to the design team and impacts to bid date and start of construction.
- Communications procedures: Joint definition of the verbal and written communications practices and procedures.
- Owner design criteria standards and preferences: Identify any standards for design criteria or standard products by the City. Discuss any preferred equipment types, suppliers and vendors by the City.
- Specification format: CH2M HILL master specifications will be used as the basis for all specifications, including CH2M HILL standard Division 0 and Division 1 documents.
- Procurement policies: Bidding/procurement requirements, sole source restrictions.

Task 1 Deliverable

Kick-off Meeting Summary Notes

Task 2 - 50% Design Documents

The purpose of this task is to utilize the decisions of the project that were made in the feasibility study and to complete and finalize the calculations, develop the project design to achieve a working design concept that can be fully reviewed by the City staff. Structures, equipment, major plant piping, process, site plan are all established during this phase to allow detailing of the same in the next phase of design. Specific activities, and work products from this phase are described in the following subtasks:

Civil and Site Development:

- Fully Develop civil design concept. Structures, access road, and major site element horizontal locations are determined. Structure floor and finished grades are established.
- Define demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.
- Prepare site grading drawings.
- Set final building and structure elevations.
- Develop yard piping and plant drain layouts. Identify corridors for smaller piping and other utilities.
- Show storm water and facility flood control concepts on site plan drawings.
- Finalize traffic flow, parking, and lay out road access to all buildings and structures.
- Prepare first draft of technical specifications.

Architectural:

- Coordinate with I&C and electrical disciplines to size and locate electrical and control spaces.
- Coordinate with the mechanical discipline to select the type of HVAC equipment, locate HVAC equipment, determine space requirements and routing for ductwork if required, and establish design R-values for all exterior walls.
- Coordinate with structural engineer to define the structural design concepts for the facilities.
- Establish applicable codes for all buildings/structures with local code officials and fire marshal. Complete building and fire code analysis.
- Prepare building floor and roof plans and elevations
- Prepare first draft of technical specifications.

Structural:

- Coordinate with geotechnical data to establish foundation design criteria for proposed facilities.

- Document structural design concept for each and structure. Finalize materials of construction.
- Preliminary foundation and framing plans for buildings and other structures.
- Prepare first draft of technical specifications.

Process Mechanical:

- Conduct major equipment sizing calculations.
- Coordinate with I&C on completion of P&IDs.
- Calculate the hydraulic profile for all-major process pipelines and hydraulic structures. Assume system will operate with gravity head from existing pipeline.
- Create equipment data sheets or equipment list on all major equipment items.
- Establish ancillary equipment sizing and line sizing calculations.
- Establish equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications.

HVAC/Plumbing:

- Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials. Prepare HVAC equipment data sheets and cut sheets.
- Create ventilation concept drawing (louver locations, fan locations, type of equipment, air flows). Assumes wall mounted ventilation unit heaters will be used.
- Coordinate with civil engineer for plant drain system.
- Prepare first draft of technical specifications including performance specifications for HVAC and plumbing design by the contractor.

Electrical:

- Determine location of the motor control center (MCC) and equipment to be powered out of the MCC. The equipment is assumed to be the pumping system, HVAC and monitoring/control equipment. Prepare one-line diagrams for proposed facilities. Coordinate with lead process engineers to determine power requirements.
- Layout the major electrical equipment located in the electrical room. Assumes those items listed in the basis of design. Determine equipment requiring short term battery backup and emergency egress rating.

- Coordinate with lead I&C engineer to determine space requirements and locations for control equipment. Locate major control terminal boxes and control panels.
- Identify rights-of-way and routing methods for electrical conduit and tray. Lay out duct bank system (major runs/manholes). Coordinate with civil yard piping. Locate manholes and hand holes.
- Provide a new self-contained generator and integral fuel storage system for stand-by power for the new facilities, systems and components. Coordinate with Mechanical Engineer for sizing and specification.
- Prepare first draft of technical specifications including performance specifications for interior lighting design by the contractor.

Instrumentation and Control

- Update P&IDs.
- Work with Process Engineer to prepare written operational description of each major process.
- Prepare preliminary I/O count. Size and locate I/O locations for distributed control systems (DCS). Coordinate I/O rack room sizing with electrical and architectural disciplines.
- Coordinate with HVAC engineer regarding control system requirements.
- Define control interfaces for all package systems with local controls.
- Prepare first draft of technical specifications.

Engineer's Opinion of Probable Cost

CH2M HILL will prepare an engineer's opinion of probable cost based on the 50% design drawings and specifications. The engineer's opinion of probable cost will be itemized by technical specification section. The City will have the opportunity to review the costs and provide comments. Any cost opinions or project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

50% Design Review:

The 50% design documents and supporting information will be reviewed by CH2M HILL Quality Control reviewers. A 50% design will be concurrently submitted to the City for review. These comments will be incorporated into the construction documents.

CH2M HILL will conduct a workshop with the City to review the work products from the 50% design submittal. The workshop will be held in the City Public Works office. An action/task list from the workshop will be compiled and submitted to the City.

Task 3 - 95% Design Documents

The purpose of this task is to utilize the decisions of the project that were made in the previous phase to complete the design. Structures, equipment, major plant piping, process, site plan are all finalized during this phase. Drawings and other bidding documents that are required for permitting review will be available at the conclusion of this phase. The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase. Specific activities, and work products from this phase are described in the following subtasks:

Civil and Site Development:

- Freeze civil design concept. Structures, road, and major site element horizontal locations are finalized. Structure floor and finished grades are finalized.
- Finalize demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.
- Finalize site grading drawings.
- Set final building and structure elevations.
- Finalize yard piping and plant drain layouts. Identify corridors for smaller piping and other utilities.
- Finalize traffic flow, parking, and lay out road access to all buildings and structures.
- Finalize technical specifications.

Architectural:

- Finalized Architectural layout, building details, and materials selection.
- Finalize technical specifications.

Structural:

- Document structural design concept for each and structure. Finalize materials of construction.
- Finalize all structural details.
- Finalize framing plan for building.
- Finalize technical specifications.

Process Mechanical:

- Finalize major equipment sizing calculations.
- Coordinate with I&C on development of process control narratives.

- Finalize the hydraulic profile for all-major gravity process pipelines and hydraulic structures
- Complete equipment data sheets or equipment list on all major equipment items.
- Finalize ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Finalize technical specifications.

HVAC/Plumbing:

- Prepare HVAC equipment data sheets and cut sheets.
- Finalize ventilation drawings (louver locations, fan locations, type of equipment, air flows).
- Prepare HVAC system block diagrams. Define HVAC system control philosophy.
- Finalize technical specifications including performance specifications for HVAC and plumbing design by the contractor.

Electrical:

- Prepare detailed electrical load calculations.
- Finalize electrical room and layout of the major electrical equipment located in the electrical room. Finalize equipment requiring short term battery backup and emergency egress rating.
- Submit load calculations and one-lines to electric utility for review. Identify rights-of-way and routing methods for electrical conduit and tray. Finalized duct bank system layout (major runs/manholes). Finalize location of manholes and hand holes.
- Finalize design of the new self-contained generator and integral diesel fuel storage system for backup power for the new facilities, systems and components.
- Finalize technical specifications

Instrumentation and Controls

- Work with Process Engineer to prepare written operational description of each major process.
- Summarize I&C system design philosophy for each major process in a process control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements.
- Update/finalize control system block diagram.
- Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.

- Finalize design drawings
- Finalize Specifications

Engineer's Opinion of Probable Cost

CH2M HILL will update the engineer's opinion of probable cost based on the 95% design drawings and specifications. Modifications per the City's review of the engineer's opinion of probable cost prepared as part of the 50% package will be incorporated into the 95% cost opinion. The engineer's opinion of probable cost will be itemized by technical specification section. The City will have the opportunity to review the costs and provide comments.

95% Design Submittal:

The 95% design documents and supporting information will be reviewed by CH2M HILL Quality Control reviewers. 95% design documents will be concurrently submitted to the City for review. The comments will be incorporated into the 100% Contract Documents.

Following review by the City, CH2M HILL will submit the 95% design documents to the Alaska Department of Environmental Conservation and Kodiak Building Department. The City will coordinate reviews for Building Permit approval by fire marshal and others as needed. The City will pay all permit and agency fees.

95% Design Deliverables

The 95% submittal to the City will include 5 paper copies and up to 5 additional paper copies for submittal to permitting agencies which will include the following items:

- 95% Design Drawings
- 95% Technical Specifications
- Updated Engineer's Opinion of Probable Cost

Task 4 - 100% Contract (Bid) Document Preparation

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

- Contract Document Completion based on comments from permitting agencies and the City.
- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. Owner input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with Owner on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.

- Complete final checking and coordination review.

Incorporation of Final Review Comments:

CH2M HILL will modify the contract documents to reflect all agreed upon final review comments from the City, applicable regulatory agencies and CH2M HILL's quality control review team. The final documents will then be submitted to the City and prepared for bidding.

100% Design Deliverables

- 100% Contract Drawings
- 100% Technical Specifications
- 100% Engineer's Opinion of Probable Cost (It is assumed that little to no update will be required from the 95% Cost Opinion).

Task 5 - Bidding Phase Services

CH2M HILL will provide bidding services including preparing bid packages, providing bidding assistance, attending the pre-bid conference, reproducing up to 10 copies of the Contract Documents and 10 copies of full size drawings, review of contractors questions, preparing addenda, and providing a recommendation for the construction contractor selection.

It is assumed that CH2M HILL will provide the complete bid documents to the City as a part of the bid package for distribution to the bidders. It is assumed that the City will be responsible for all bid advertising costs during the bidding process and that the City will be the primary point of contact for bidders during the bid phase.

CH2M HILL will assist the City in arranging and conducting one pre-bid conference. CH2M HILL will assist the City in developing the agenda and content of the pre-bid conference. CH2M HILL will take minutes or make other provision for documenting the results of the pre-bid conference. CH2M HILL will also record all questions and requests for additional information, and shall coordinate with the City for issuing responses and additional information.

CH2M HILL will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests, which may be in the form of addenda. CH2M HILL shall assist the City in issuing Addenda to the Bid Documents. The City will distribute the addenda to the bidders. It is assumed that up to two addenda will be prepared and issued by CH2M HILL as part of bidding services. All Addenda shall be approved by the City.

CH2M HILL shall assist the City in review and evaluation of the bidders. CH2M HILL shall prepare a summary memorandum of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids. CH2M HILL will provide technical (but not legal) advice in bid protest situations.

Task 6 - Final Design Project Management and Administration

Project management includes time required to set up the tasks, regularly communicate and update City staff, coordinate activities, assure QA/QC of deliverables, direct project personnel, prepare invoices, attend project meetings not specifically covered in a separate task, closeout the project, archive records, and address any general project management issues that arise during execution of the project. Monthly invoices will be prepared along with a brief status report.

Task 6 Deliverables

Monthly Invoices and Project Status Reports

Task 7 - Project Review Meetings and pre-bid Conference

CH2M HILL assumes a total of four trips to Kodiak for kickoff and review meetings during the course of this project, as well as one trip for the pre-bid conference. The review meetings will occur following the submittal of the 50% and 95% design documents. The pre-bid conference is assumed to include the CH2M HILL design manager, and the review meetings are assumed to include the project manager and design manager.

Task 7 Deliverables

Meeting and presentation materials

Task 8 - Special Permitting Requirements

Regulatory reviews will be completed for a Categorical Exclusion and funding at the state level. These reviews will include solicitation of comments from federal, state, local, and tribal agencies to determine potential impacts of the project.

Task 8 Deliverables

Categorical Exclusion request and full documentation of agency comments and concerns regarding project impact and needed mitigation measures, if any.

Key Project Team Members

Our proposed Pump House Facility Design team:

Discipline	Lead
Project Manager	Floyd Damron, P.E.
Design Manager/ Process Engineer	Bud Alto, P.E.
Architect	Mark Sharp, AIA
Structural Engineer	Mark Parent, P.E.
Mechanical Engineer	Adam Boyd, P.E.
Electrical Engineer	Don Wagner, P.E.
Instrumentation and Control	Steve Bakken
Civil Engineer	Zachary Brown, P.E.
Process	Darren Edwards, P.E.

Budget

The budget is based on CH2M HILL completing components Tasks 1-7 of the project identified in this proposal. The total fee will be a lump sum amount of \$399,500 based on the tasks described in the scope of work and table below:

PUMP HOUSE FACILITY FINAL DESIGN PHASE		
Task 1	Pre-Design Phase Kick-Off Meeting	\$5,000
Task 2	50% Design Documents	\$133,000
Task 3	95% Design Documents	\$124,000
Task 4	100% Contract Documents	\$35,000
Task 5	Bidding Phase Services	\$14,000
Task 6	Final Design Project Management and Administration	\$37,000
Task 7	Project Review Meetings and pre-bid Conference	\$39,000
Task 8	Special Permitting Requirements	\$12,500
TOTAL	Final Design	*\$399,500

* The lump sum amount is based on all design work being completed no later than March 4, 2014 and bid opening

Schedule

Our CH2M HILL team is available to begin work upon Notice to Proceed (NTP). The design work is assumed to require 18 weeks from NTP to bid ready documents. We propose the following schedule for completion of this project.

Milestone	Target Completion Date based on time from NTP
Notice to Proceed	To be Determined based on contract execution
Final Design Project Kick-off Meeting	10 days
50% Submittal Package	10 weeks
95% Submittal Package/Permitting Package	16 weeks
Bid Document and Advertise for Bid	18 weeks

We appreciate the opportunity to submit this final design proposal and look forward to working with you and your staff.

Please contact me if you have any questions.

Sincerely,

CH2M HILL Engineers, Inc.



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

cc: Bud Alto/CH2M HILL Design Manager

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager
Thru: Glenn Melvin, City Engineer
Date: October 24, 2013

Agenda Item: V. e. Authorization of Expense to Remove the Inactive AT&T Satellite Dish Adjacent to the New Library, Project No. 6012

SUMMARY: This memo recommends approval of the agreement between the City and Alascom, Inc. (d.b.a. AT&T Alaska) (Attachment A) to remove and dispose of the inactive east antenna dish at 510 Mill Bay Road, adjacent to the new Public Library. Removal of the dish will greatly enhance the view looking toward the library, as well as looking out the window from the library. Removal of the dish has been contemplated as part of the program since the early planning stages, and staff recommends Council authorize the expenditure of the estimated \$45,000 for AT&T to perform the dish removal.

PREVIOUS COUNCIL ACTION: There has been no previous Council action regarding funding to remove the AT&T dish at the new library.

DISCUSSION: The attached AT&T letter proposal outlines basic conditions and understandings of the antenna removal. The estimated cost to remove the antenna is \$45,000 based on AT&T's labor, equipment rental, transportation, and disposal assumptions. Typical with most utility work, AT&T has presented estimated costs, which they intend to be conservative but will bill the City actual time spent and expenses incurred upon completion of the work. The terms of the agreement are consistent with past AT&T discussions.

There is a second dish directly adjacent to the building which will remain active. There is a possibility that this dish could be removed in the future. For this to occur, AT&T would need to define and then implement another technical solution. This would require significantly more time and effort. There have been some limited discussions with AT&T regarding the removal of the second dish, but no clear forward path has been identified.

ALTERNATIVES:

- 1) Authorize the agreement to have AT&T remove the dish in the estimated amount of \$45,000, which is the staff recommendation, because it will greatly enhance the view from the new library looking out toward Near Island, as well as the view look toward the library.
- 2) Do not authorize the contract amendment. This is not recommended because the future cost of removal will likely be more expensive, and the City may not get another chance in the future to remove the dish antenna.

OCTOBER 24, 2013
Agenda Item V. e. Memo Page 1 of 2

FINANCIAL IMPLICATIONS: Funding to remove the dish has been included in the library construction budget and can be paid when the projected removal is complete in November 2013.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends moving forward with removal of the dish antenna by allowing the City Manager to sign the attached proposal from AT&T dated September 27, 2013, in the estimated amount of \$45,000, with funds coming from the Building Improvement Fund, New Library Construction Project, Project No. 6012.

CITY MANAGER'S COMMENTS: I support the recommendations from our project manager and City Engineer to move forward with removal of one of the dishes from the AT&T property adjacent to the library lot. The dish removal is identified in the project budget and will be paid for from project funds once the work is completed and AT&T has submitted an invoice for the work. It will also help to improve the view from the library. We hope to find a solution to the removal or relocation of the other dish, but it will remain in place for now, since no satisfactory solution has been developed.

ATTACHMENTS:

Attachment A: AT&T letter proposal dated September 27, 2013

Attachment B: Arcadis memorandum dated October 11, 2013

PROPOSED MOTION:

Move to authorize the expenditure of \$45,000 to AT&T upon the completion of the removal of the inactive satellite dish on the AT&T property adjacent to the new library and authorize the City Manager or designee to sign the agreement document.



505 E Bluff Drive, TC-220
Anchorage, AK 99501-1100
(907) 264-8461 phone
(907) 264-7820 fax
kw2439@att.com

September 27, 2013

Ms. Aimee Kniazowski
City Manager
City of Kodiak
710 Mill Bay Road
Kodiak AK 99615

Subject: Removal of Inactive Satellite Dish Antenna from Alascom, Inc. Property at 510 Mill Bay Road in Kodiak

Dear Ms. Kniazowski:

Through conversations with Kodiak Library Project coordinator Roe Sturgulewski, Alascom, Inc. d/b/a AT&T Alaska (“Alascom”) is aware of the City of Kodiak’s desire to have Alascom satellite dish antennas located on Alascom property at 510 Mill Bay Road removed in order to enhance the view from the new City library building. Moreover, Alascom understands that the City is willing to pay for such removals. Only one of the two Alascom antennas (the one furthest from the Alascom building) can be removed at the present time.

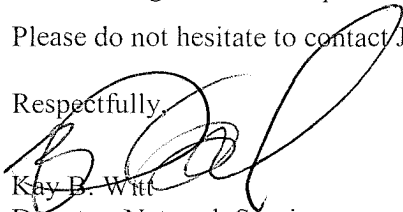
The purpose of this letter is to outline basic conditions and understandings for removing this dish. Alascom will remove the antenna furthest from the Alascom building at the request of the City if the City agrees to pay the actual cost for removal of the antenna. The antenna will be removed by Alascom’s workforce. Alascom has estimated the cost of removing one antenna at \$45,000 based on a number of assumptions, including the time estimated for the work, availability and cost of local equipment rentals, and the cost to transport the debris to and acceptance of such debris by a local Kodiak landfill disposal site. The final cost of the removal and the amount for which the City will be responsible will be based on actual time spent and expenses incurred. Alascom will present a bill to the City when the removal work is complete after which City will be required to pay in full within 30 days.

Alascom likely will be unable to undertake removal of the antenna before the end of November 2013, although the schedule for the removal is subject to change by Alascom.

If this arrangement is acceptable to the City, please countersign and return this letter.

Please do not hesitate to contact Jim Wickes at 907-264-7343, jw3462@att.com if questions arise.

Respectfully,


Kay B. Witt
Director, Network Services
Alascom, Inc., d/b/a AT&T Alaska

On behalf of the City of Kodiak, I accept the conditions outlined in this letter regarding Alascom’s satellite dish antenna removal.

By: _____
Aimee Kniazowski, City Manager
City of Kodiak

Date: _____



Memorandum

TO: Aimee Kniazowski
FROM: Roe Sturgulewski
DATE: October 11, 2013
RE: Kodiak Public Library – AT&T/Alascom
Removal of Alascom Satellite Dish
Recommendation for Award

This memo recommends approval of the attached agreement between the City and Alascom, Inc. (d.b.a. AT&T Alaska) to remove and dispose of the inactive East antenna dish at 510 Mill Bay Road, adjacent to the new Public Library. Removal of the dish will facilitate the view shed and has been contemplated as part of the program since the early planning stages. The terms of the agreement are consistent with past AT&T discussions.

The AT&T letter outlines basic conditions and understandings of the antenna removal. The estimated cost to remove the antenna is \$45,000 based on AT&T's labor, equipment rental, transportation and disposal assumptions. Typical with most utility work, AT&T has presented estimated costs which they intend to be conservative, but will bill the City actual time spent and expenses incurred upon completion of the work.

There is a second dish directly adjacent to the building which will remain active. There is a possibility that this dish could be removed in the future. For this to occur, AT&T would need to define and then implement another technical solution. This would require significantly more time and effort. There have been some limited discussions with AT&T regarding the removal of the second dish, but no clear forward path has been identified.

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

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmember's

From: Aimée Kniazowski, City Manager *AK*

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

Date: October 24, 2013

Agenda Item: V. f. **Authorization of Amendment No. 2 to the Professional Services Contract for Design Completion of Aleutian Homes Phase V, Project No. 10-03/7026**

SUMMARY: The City started working on a phased utility replacement of the water and sewer utilities in the Aleutian Homes in 2005. The Aleutian Homes subdivision was built in the early 1950s and several segments of the water and sewer system are still in place from that original construction. The Council approved the design contract with DOWL HKM in August 2009 for Aleutian Homes Water and Sewer Replacement Phase V. The project was designed to 95 percent. The City was awarded an Alaska Municipal Matching Grant (AMMG) for a segment of this project, and a portion of the project (segment A) was built in the summer of 2013. The remaining segments B and C must be finalized in order to bid the project later this winter. Staff recommends Council approve Amendment No. 2 with DOWL HKM's design contract for finalizing plans and bid documents for Aleutian Homes Water and Sewer Replacement Project Phase V in the amount of \$54,494.

PREVIOUS COUNCIL ACTION:

- Council authorized the design of Aleutian Homes Water and Sewer Replacement Phase V project to DOWL HKM in August 2009.
- Council accepted Alaska Municipal Matching Grant (AMMG) grant No. 50338 in the amount of \$1.3 million for design and construction cost on Aleutian Homes Water and Sewer Replacement Project Phase V.
- Council authorized Amendment No. 1 with DOWL in November 2012. This prepared the bidding documents for Segment A.
- Council approved the construction contract with Brechan in April 2013.

DISCUSSION: The Aleutian Homes project design was approved by Council in August 2009 and by the summer of 2011 was at 95 percent. Staff submitted AMMG questionnaires for this project starting in 2010, and the project did not qualify for AMMG funding until FY2013. By working with ADEC, City staff broke the Phase V project into smaller segments of work, and this improved the City's score for grant funding. Work is now completed on Segment A using the FY2013 AMMG award of \$1.3 million.

Staff submitted an FY2015 AMMG for \$2,955,792 and should have a good idea if this project will receive funding through the AMMG program when the Governor publishes his budget in December.

The City needs the grant funding to build the project but has adequate funds to award the final design to DOWL HKM.

Phase V of the Aleutian Homes Water and Sewer Replacement project is the portion of Thorsheim Street from just north of the Oak Street intersection, which was the end of the Phase IV project, to just south of the Maple Street intersection, which was the Phase III project. Phase V is roughly 2,050 feet long. Because of overall construction cost estimates and DEC past policy that communities keep their project funding requests to approximately \$2 million per project, staff evaluated and identified ways to break this project into smaller segments.

Phase V, Segment A was planned to start north of the Oak Street intersection and progress north of the Fir Street intersection, or roughly 700 feet of project, depending on project bids and available funds. The bids came in better than hoped, and Council approved an additional 100 feet of project to be constructed.

The DOWL HKM proposal will take the existing 95 percent design and develop a bid-ready package that will start at the new completed project north of Fir Street and complete Thorsheim at Willow. It will also include submittals to ADEC for approval to construct the new water and sewer upgrades.

ALTERNATIVES:

- 1) Council authorize Amendment No. 2 to the existing Aleutian Homes Water and Sewer Replacement design contract with DOWL HKM to finalize the design of roughly 1250 feet of the Phase V project, which is the staff recommendation. This will complete the design of this project. The old utility systems are subject to failure and need replacement.
- 2) Do not approve the amendment and wait until the City has assurance of full construction funding through the AMMG program. This is not recommended, because the delay would prevent the project from being bid for construction next season in the event grant funding is received. The certificates to construct are good for two years from issue date.

FINANCIAL IMPLICATIONS: Project No. 10-03/7026 is budgeted in FY2014 Water Capital Improvement Fund. The total project budget is \$5,887,000 and includes the funds already used to construct Segment A. There are sufficient funds available to award the additional work on the design of the project.

LEGAL: N/A.

STAFF RECOMMENDATION: Staff recommends Council approve contract Amendment No. 2 with DOWL HKM in the amount of \$54,494 to complete design services for the Aleutian Homes Water and Sewer Replacement Phase V, Project No. 10-03/7026.

CITY MANAGER’S COMMENTS: I support the staff recommendation to complete the design of the Aleutian Homes Phase V design. This system segment is very old and contains asbestos cement pipes, which are subject to failure. We believe we stand a very good chance of being awarded the AMMG for this project based on the preliminary scoring of the project by DEC. In the event that we don’t receive the AMMG award, we will have a completed design, but will wait to move forward with construction until grant funds are received.

ATTACHMENTS:

Attachment A: DOWL HKM proposal letter dated September 27, 2013

PROPOSED MOTION:

Move to authorize contract Amendment No. 2 with DOWL HKM in the amount of \$54,494 to complete design services for the Aleutian Homes Water and Sewer Replacement Phase V Project No. 10-03/7026 and authorize the City Manager or designee to sign the documents for the City.



September 27, 2013
W.O. 60311.01

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

Subject: City of Kodiak, Aleutian Homes Phase V Water and Sewer Upgrades Segment B
Proposal for Civil Engineering Services

Dear Mr. Kozak:

DOWL HKM is pleased to submit a proposed scope of work and budget to complete civil engineering services for Aleutian Homes Phase V, Segment B that will be constructed in the summer of 2014. The work includes completion of the bid ready documents for Segment B that will include approximately 1,500 feet of Thorsheim Street beginning near Fir Avenue and terminating near Maple Street. The construction cost estimate will be updated, and the design will be modified to accommodate the improvements completed as part of Segment A.

ASSUMPTIONS

This proposal is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, we will advise you and assist in making appropriate adjustments to the scope of work and budget.

- The City of Kodiak Public Works will provide personnel and equipment necessary to pot hole the horizontal and vertical locations for all sanitary sewer service lines (approximately 40 in the corridor), and two water main locations on Gerasim Avenue and Birch Avenue at the proposed connection points.
- We will resubmit all necessary plans and applications required to obtain the "Approval to Construct" authorizations from the State of Alaska Department of Environmental Conservation (DEC) for the water and sewer mains associated with Segment B.
- No categorical exclusion is required from the DEC.
- All construction will be bid under a single contract, without alternatives, which require additional drawings.

SCOPE OF WORK

The scope of work includes providing bid-ready plans, specifications and an engineer's cost estimate for the proposed upgrades.

The Aleutian Homes Phase V, Segment B design will include the following lump-sum phases:

- **95% Design Submittal.** The 95% Design Submittal for Segment B will include the remainder of the Phase V project corridor, updated with redesign for a smooth transition near the Segment A project limits. A thorough review of the current design is recommended, due to the age of the project. Also included among the design updates are the following specific items:
 - Sanitary sewer service line locates at the right-of-way will be performed by St. Denny Surveying, with assistance from Public Works.
 - The utility lines will be adjusted to accommodate the sewer service locations.
 - The design will be updated for contingencies concerning bedrock excavation
 - Additional yard drains will be added to the storm drain collection system.
 - The design will include an updated stairway at Gerasim Avenue.
 - The design will also include a guardrail at Gerasim Avenue.

The 95% Design Submittal will include 11 x 17-inch plans, specifications, and an engineer’s construction cost estimate.

- **Final Design Submittal.** In this submittal we envision a total sheet count as follows:

<u>Sheet Count (24 by 36-inch)</u>	<u>Estimated Number of Sheets</u>
Cover Sheet.....	1
Index, Notes, Key Map, Legend, and Abbreviations.....	1
Survey Control Sheets.....	2
Demolition Sheets (20-Scale)	3
Typical Sections.....	1
Road and Drainage Plan and Profile Sheets (20-Scale).....	3
Intersection Grading Details	2
Water Plan and Profile Sheets (20-Scale).....	3
Sanitary Sewer Plan and Profile Sheets (20-Scale)	3
Signing and Striping Plans (20-Scale).....	3
Details	3
Total	24

Drawings will be prepared in English Units.

Draft Special Provisions will be prepared on the City of Kodiak Standard Special Provisions (2012 edition).

- **Final Design Submittal.** After review of the 95% Design Submittal and all sewer mainline connections are located, the recommended changes will be incorporated into the plan set and we will prepare the final bid documents.

The final submittal will consist of full-size plans. An engineer's construction estimate will be included with this submittal.

- **DEC Permitting.** The previous Approval to Construct received from the DEC has expired. DOWL HKM will prepare and submit revised applications to the DEC for Approval to Construct the proposed water and sewer mains. Separate applications will be needed for the water and sanitary sewer extensions. We will submit a DEC Approval to Operate application to the DEC at project completion under a separate scope.
- **Communications.** I will be DOWL HKM's Project Manager and your primary point of contact on all civil engineering matters concerning this project. If you have questions or concerns, please call at any time.
- **Reproduction.** We will prepare three sets of the half-size plans, specifications, and engineer's cost estimate for each submittal.

DELIVERABLE PRODUCTS

- 95% Design Submittal
- DEC Permitting
- Final design submittal (Includes bid ready documents and drawings).

FEE PROPOSAL

We propose to furnish the above-described services for a total lump sum of \$54,494. This total fee consists of the following components, which is covered in detail on the attached estimates:

Phase Description (Basic Services)

Segment B – 95% Design Submittal	\$33,366
Segment B - Final Design Documents.....	\$17,202
Segment B - DEC Permitting.....	\$ <u>3,926</u>
TOTAL.....	\$54,494

A monthly statement will be provided showing the approximate percentage completion of each of these phases. Payment will be expected within 30 days.

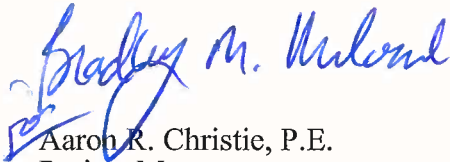
We are available to begin Segment B immediately after receipt of a Notice-to-Proceed. The Bid Documents can be expected January 14, 2014. We assume that the bulk of the construction will take place during the 2014 summer construction season.

Services performed by DOWL HKM under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or otherwise.

Mr. Mark Kozak
City of Kodiak
September 27, 2013
Page 4

We trust this provided adequate information for evaluating our proposal. We look forward to working with you on this project and will be happy to answer any additional questions you may have.

Sincerely,
DOWL HKM

A handwritten signature in blue ink that reads "Aaron R. Christie". The signature is written in a cursive style and is positioned above the printed name.

Aaron R. Christie, P.E.
Project Manager

D60311.Kozak.ARC.092713.rjm

Attachments: As stated

**DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES**

PROJECT:	Aleutian Homes Phase V, Part A Water and Sewer Upgrade	WO#	D60311
	Segment B	DATE:	27-Sep-13
		Prepared by:	ARC/CCP
CLIENT:	City of Kodiak		

Tasks	Basic Services (Lump Sum)	Total Fees
Task 1	95% Submittal - Segment B	\$33,366
Task 2	Final Submittal - Segment B	\$17,202
Task 3	DEC Permitting	\$3,926
	<i>Total</i>	\$54,494

DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT:	Alentian Homes Phase V Water & Sewer Upgrade Segment B	WO#	D60311
CLIENT:	City of Kodiak	DATE:	27-Sep-13
		Prepared by	ARC/CCP

Task 1	Labor Category	Project Manager	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Engineering Technician	Admin Assistant	Expenses	TOTALS
	Hourly Rate	A. Christie	C. Plemkoff							
		\$165.00	\$120.00	\$120.00	\$95.00	\$85.00	\$85.00	\$85.00	10% Markup	
	Task Description									
	95% Submittal - Segment B									
	Project Meetings	2								
	Project Management, Budgeting, Schedule	2	2							
	Design Basemap									
	Coordination	1	2							
	Field Survey & Survey Control								Subconsultant	
	Basemap Drafting		2				16		\$6,776.00	
	95% Design Submittal									
	Typical Sections	1	2				4			
	Demolition Sheets	1	2				4			
	Road and Storm P&P Sheets	1	12	2			20			
	Water P&P Sheets (1,500' of water main)	1	12	2			20			
	Sewer P&P Sheets (1,500' of sewer main)	1	12	2			20			
	Details	1	8				4			
	Quantities & Cost Estimate	1	8		8		4			
	Special Provisions	1	8	2			4			
	Evaluate/Limit Private Property Impacts	1	4				4			
	QA/QC Review	4	4	8	8		16	2		
	Reimbursable Expenses								\$200.00	
	Long Distance Phone Calls								\$60.00	
	O/N Mail									
	Subtotal - Hours	18	78	16	18		112	10		252
	Subtotal - Costs	\$2,970.00	\$9,360.00	\$1,920.00	\$1,710.00		\$9,520.00	\$850.00	\$7,036.00	\$33,366.00

DOWL HKM
ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT:	Alentian Homes Phase V Water & Sewer Upgrade Segment B	WO#	D60311
CLIENT:	City of Kodiak	DATE:	27-Sep-13
		Prepared by	ARC/CCP

Task 2	Labor Category	Project Manager	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Design Engineer	Engineering Technician	Admin Assistant	Expenses	TOTALS
	Hourly Rate	A. Christie	C. Pletnikoff								
		\$165.00	\$120.00	\$120.00	\$95.00	\$85.00	\$85.00	10% Markup			
	Task Description										
	Final Submittal - Segment B										
	Project Meetings (1 site visit)	2									
	Project Management, Budgeting, Schedule	2									
	Final Design Submittal										
	Typical Sections	1	1					4			
	Demolition Sheets	1	2					4			
	Road and Storm P&P Sheets	1	4	2				12			
	Water P&P Sheets (1,500' of water main)	1	4	2				12			
	Sewer P&P Sheets (1,500' of sewer main)	1	4	2				12			
	Details	1	2					4			
	Cost Estimate	1	4					4			
	Special Provisions	1	2	2			8	4	4		
	Evaluate/Limit Private Property Impacts	1	2	2			2	2			
	QA/QC Review	4	4	2	4		4	12	2		
	Response to 95% Submittal Comments	2	4	2	4		2	2	2		
	Reimbursable Expenses										
	Long Distance Phone Calls									\$220.00	
	Airfare (Anchorage to Kodiak) - 1 persons									\$660.00	
	Car Rental - 1 day									\$66.00	
	Per Diem @ \$35 per day									\$35.00	
	O/N Mail									\$66.00	
	Subtotal - Hours	19	33	12	14		66	8			152
	Subtotal - Costs	\$3,135.00	\$3,960.00	\$1,440.00	\$1,330.00		\$5,610.00	\$680.00	\$1,047.00		\$17,202.00

DOWL HKM

ESTIMATE FOR PROFESSIONAL SERVICES


PROJECT:	Aleutian Homes Phase V Water & Sewer Upgrade Segment B	WO#	D60311
CLIENT:	City of Kodiak	DATE:	27-Sep-13
		Prepared by	ARC/CCP

Task 3	Task Description	Project Manager A. Christie	Design Engineer C. Pltnikoff	Design Engineer	Design Engineer	Design Engineer	Engineering Technician	Admin Assistant	Expenses	TOTALS
	Hourly Rate	\$165.00	\$120.00	\$120.00	\$95.00	\$85.00		\$85.00	10% Markup	
	Cover Letters									
	Request for Construction Approval	1	2					2		
	Checklists/Coordination	2	4	1	2		4			
	Copies of Drawings/Specifications		2				4	1		
	Comment Resolution	2	2							
	Follow-up with ADEC	1	1					1		
	Reimbursable Expenses								\$200.00	
	Long Distance Phone Calls								\$60.00	
	O/N Mail									
	Subtotal - Hours	6	11	1	2		8	4		32
	Subtotal - Costs	\$990.00	\$1,320.00	\$120.00	\$190.00	\$340.00	\$680.00	\$286.00		\$3,926.00

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager 

Date: October 24, 2013

Agenda Item: V. g. Authorization of Animal Control Contract

SUMMARY: The Borough Assembly decided to contract once more with the City for animal control services on the road system in the Borough after having been without the services for several years. City and Borough staff negotiated a three-year replacement agreement, which the Assembly approved at their October 3, 2013, meeting. The City Council must also approve it, which is the staff recommendation.

PREVIOUS COUNCIL ACTION: The City provided animal control services to the Borough from 1993 through June of 2011. Council approved contracts starting in May of 2000. Council also approved animal control contracts on September 27, 2001; May 9, 2002; July 8, 2004; June 29, 2006; and the last one on August 26, 2010. Council also amended Ordinance No. 1287, the FY2012 budget ordinance, by removing the amount budgeted for that year's contract (\$84,125) when the Borough Assembly decided it no longer wanted animal control services from the City.

DISCUSSION: The City provided animal control services to the Borough from 1993 to June 30, 2011. The City has not provided animal control services in the Borough since they declined to fund the contract for budgetary reasons. The Assembly revisited their decision this summer and directed Borough staff to meet with the City to come up with an agreement. City and Borough staff exchanged information and discussed terms before coming to an agreement, which is reflected in the attached contract. The Borough will pay the City a portion of the animal control officer (ACO) position, including payroll, evaluation, training, and vehicle costs and share in the cost of running the shelter by the Humane Society.

The new contract is valid from November 1, 2013, through June 30, 2016. The full-year payment is \$109,415 per year made in semi-annual payments on July 1 and January 1. The contract terms include the option for the parties to renegotiate costs annually after June 20, 2014. This year's Borough payment is prorated and will total \$82,061.

ALTERNATIVES:

- 1) Approve the contract with the Kodiak Island Borough for animal control services which is the staff recommendation. Both parties wanted the agreement to reflect an equal share in the cost of those services, which staff feels it does. It was also approved by the Borough Assembly on October 3, 2013.

OCTOBER 24, 2013
Agenda Item V. g. Memo Page 1 of 2

- 2) Postpone or do not approve the contract, which is not recommended. The Assembly already approved the contract, and the contract terms will help offset the costs of operating animal control and the shelter for the next several years.

FINANCIAL IMPLICATIONS: Once authorized, the three-year contract will provide the City with \$82,061 for the remainder of this fiscal year and \$109,415 per year for the remainder of the term, with the option to review and update fees annually.

MANAGER COMMENTS AND RECOMMENDATION: Retired Chief of Police T.C. Kamai and I met with the Borough staff to negotiate an animal control contract. I am pleased with the way Borough staff recognized costs and City limitations. I believe this contract reflects a good deal for the City in terms of recompense for services and for the Borough, as well. I recommend Council approve this three-year contract, which was already approved by the Borough Assembly on October 3, 2013.

ATTACHMENTS:

Attachment A: Animal control contract with KIB for FY2014-FY2017 signed by Borough Manager

PROPOSED MOTION:

Move to authorize the animal control contract between the City and the Borough which will be effective from November 1, 2013, through June 30, 2016, and authorize the City Manager or designee to sign the agreement for the City.

ANIMAL CONTROL CONTRACT

Between the

CITY OF KODIAK

and the

KODIAK ISLAND BOROUGH

THIS AGREEMENT is made and entered into by and between the KODIAK ISLAND BOROUGH, hereinafter "KIB" and the CITY OF KODIAK, hereinafter "CITY," in consideration of the mutual promises contained herein and shall be effective (date) November 1, 2013, as specified herein.

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

WHEREAS, the KIB wishes and is authorized to contract for animal control service by Kodiak Island Borough Subsection 6.04.200(C); and

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

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

Section 1. DEFINITIONS.

In this contract:

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

Section 2. SCOPE OF SERVICES.

The CITY shall provide non-law enforcement personnel and resources to enforce KIB animal control and related codes and ordinances, supplies, equipment, and a facility to perform those animal control services set forth in this contract.

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

- A. The CITY shall employ Community Service Officer(s)/Animal Control Officer(s) who shall respond to complaints in the Kodiak Island Borough in the following priority: (1) Kodiak Police Department and Alaska Troopers emergency calls; (2) quarantine violations; (3) dog bites or vicious dogs; (4) injured animals; (5) cruelty to animals; (6) trapped animals; (7) loose animals; (8) animal noise complaints; and (9) patrol of neighborhoods experiencing animal nuisance problems.
- B. The CSO/ACO will patrol and respond to complaints originating within the communities of Monashka Bay, Spruce Cape Road, Anton Larsen, Woman's Bay, Chiniak, and Pasagshak. The CSO/ACO will not patrol or respond to areas off the road system.
- C. CSO/ACO(s) shall issue citations for subject violations of the Animal Code, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations. Officers shall impound stray dogs and other animals which are subject to impoundment; when necessary, bring animals into the Animal Shelter under protective custody; enforce the quarantine of animals that have bitten persons; inspect, for sanitary conditions, premises where animals are kept; administer first aid to animals; participate in administrative hearings at the request of the Chief Animal Control Officer; and generally assist, in a professional manner, citizens and other law enforcement agencies who have requested help with animal problems.
- D. The CITY shall provide around-the-clock, seven-days-per-week telephone answering service to accept and record animal complaint and information calls from the public.
- E. The CITY shall use its best efforts to respond in a timely manner to all complaint calls of an emergency nature (e.g., vicious animals, cruelty to animals, trapped animals) received. A timely response is one in which the Officer arrives not more than seventy-five (75) minutes after the request for service has been made.
Patrol and non-emergency CSO/ACO response service shall be made available to the public on a regular basis

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

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

Section 5. INSURANCE.

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

- B. The following shall be Additional Insureds: The KIB, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primarily to the KIB, and not contributing with any other insurance or similar protection available to the KIB, whether other available coverage be primary, contributing, or excess.
- C. To the extent allowed by law and subject to appropriation, KIB and City each hereby releases and agrees to defend, indemnify, and hold the other party, elected and appointed officials, employees, contractors, and volunteers harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, injury, or death resulting to the indemnifying party's property, subcontractors, or personnel, arising out of or in connection with the services, or the performance of this agreement, whether or not such loss, damage, injury, or death is alleged to be due to the act, omission, negligence (whether contributory, joint, or sole) fault or strict liability of the indemnified party.

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

- D. A sixty (60) day Notice of Cancellation or Change, Non-Renewal, Reduction and/or Materials Change shall be sent to the KIB at the address indicated in Section 11 (Notices) of this agreement.
- E. The CITY shall provide evidence of coverage, with endorsements, to the KIB at the time that the contract is executed, as listed below:
- Certificate of Workers' Compensation Insurance
 - Certificate of General Liability Insurance
 - Certificate of Vehicle Liability Insurance
- F. If any of the above coverage is amended or expires during the term of the contract, the CITY shall deliver renewal certificates and/or policies to the KIB at least ten (10) days prior to the expiration date.

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

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

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

Section 6. LICENSING.

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

Section 7. CUSTOMER SERVICE.

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

Section 8. FEE COLLECTION.

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

Section 9. CONTRACT TERM.

This contract is effective from the date of execution through June 30, 2016 and the parties may review and renegotiate terms and costs annually.

Section 10. CONTRACT ADMINISTRATION AND MANAGEMENT.

- A. The Community Development Department shall administer this contract on behalf of KIB.
- B. The Kodiak City Manager shall administer this contract on behalf of the CITY.

Section 11. NOTICES.

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

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

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

Section 12. INSPECTION AND RETENTION OF RECORDS.

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

Section 13. BUDGET AND REIMBURSEMENT OF EXPENSES.

- A. Upon condition of satisfactory performance in all respects by the CITY and subject to the remainder of this section, KIB shall pay the CITY a sum of \$109,415.00 per year. The compensation shall be paid in advance in semi-annual installments, July 1 and January 1, and be prorated in the first year to reflect the late start of the contract.
- B. The CITY and KIB shall separately assume any legal costs associated with animal control enforcement within their respective areas of jurisdiction.
- C. The KIB shall be responsible for direct costs associated with the transportation, lodging, feeding, and veterinarian services for animals outside the CITY that cannot be transported by the Animal Control Officer and/or are not able to be lodged at the Kodiak Animal Shelter, provided prior written approval has been obtained from KIB.

Section 14. AMENDMENT OR TERMINATION.

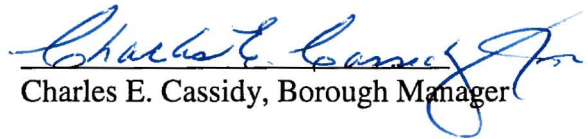
This Agreement will become effective November 1, 2013, and continue in force until June 30, 2016, except that, in addition to the termination provisions in Section 6.F. (Insurance), it may be terminated by either party upon thirty (30) days written notification to the other. The City will refund any prepaid amount within ten days of termination, on a pro-rata basis. This Agreement may be amended by written agreement of the parties.

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

CITY OF KODIAK

KODIAK ISLAND BOROUGH

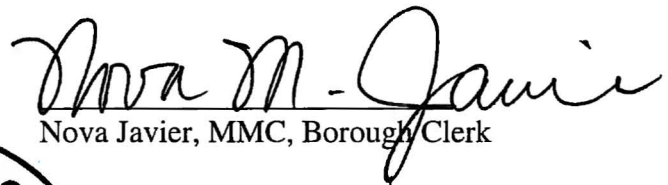
Aimée Kniazowski, City Manager


Charles E. Cassidy, Borough Manager

ATTEST:

ATTEST:

Debra Marlar, MMC, City Clerk


Nova Javier, MMC, Borough Clerk

