

City of Kodiak Regular Council Meeting Agenda for November 13, 2014
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

- I. Call to Order/Roll Call**
Pledge of Allegiance/Invocation

- II. Previous Minutes**
Approval of Minutes of the October 23, 2014, Regular Council Meeting1

- III. Persons to Be Heard**
 - a. Public Comments (limited to 3 minutes) (486-3231)

- IV. Unfinished Business**
 - a. Second Reading and Public Hearing, Ordinance No. 1327, Authorizing Fire and Rescue Mutual Aid Agreements Between the City of Kodiak and the Kodiak Island Borough and the United States Coast Guard Base Kodiak.....8

- V. New Business**
 - a. Resolution No. 2014–36, Rescinding Resolution Nos. 08–26 and 09–02, and Reestablishing a Records Retention Schedule26
 - b. Authorization of Award of the Skate Park Ramp Procurement, Project No. 15-04/901570
 - c. Authorization of Amendment No. 2 to Professional Services Contract for Design and Permitting of Snow Dump Storage Yard Project No. 13-07/503076

- VI. Staff Reports**
 - a. City Manager
 - b. City Clerk

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments** (limited to 3 minutes) (486-3231)

- X. Adjournment**

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**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, OCTOBER 23, 2014
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Terry J. Haines was absent. City Manager Aimée Kniaziowski, City Clerk Debra L. Marlar, Harbormaster Lon White, 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 25, 2014, 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: Declaring Filipino American History Month

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

Mary Guilas-Hawver, President of the Fil-Am Association accepted the proclamation; she stated that Filipinos settled the continental United States in 1587. She indicated that on October 30, 2014, there will be a historical presentation at the Baranov Museum.

b. Proclamation: Extra Mile Day

Councilmember Walker read the proclamation, which urges citizens to go the extra mile to maximize their personal contribution to their individual ambitions, family, friends, and the community.

Mayor Branson said Kodiak is a beautiful community where citizens go the extra mile.

c. Public Comments

David Blacketer commented that the Ketchikan Gateway Borough recently voted to not allow a blessing/invocation at their meetings. He thanked the Mayor, Council, staff, and the public for their support of an invocation at meetings.

Rick Kniazowski said the three contracts between the City and Horizon Lines are on the agenda for second reading and public hearing. He thanked the Council and the negotiating team for their work to finalize the contracts, which give Horizon Lines the stability to bring in the new crane.

David Haught, KMXT called and stated there was an audio issue with the City Council meeting broadcast.

Clerk Marlar indicated there were audio difficulties in the Assembly Chambers earlier in the afternoon and was told by staff it was resolved; she apologized to the public.

IV. UNFINISHED BUSINESS

a. Second Reading and Public Hearing, Ordinance No. 1326, Authorizing the City to Enter Into a Preferential Use Agreement, a Terminal Operation Contract, and a Warehouse Lease Agreement With Horizon Lines of Alaska, LLC

Mayor Branson read Ordinance No. 1326 by title. Ordinance No. 1326 authorizes the City of Kodiak to enter into the following agreements with Horizon Lines of Alaska, LLC: a Preferential Use Agreement for a term of ten years, plus two five-year renewals upon mutual agreement; a Terminal Operation Contract for a term of ten years, plus two five-year renewals upon mutual agreement, and a Pier II Warehouse Lease Agreement for a term of five years, plus one five-year renewal upon mutual agreement. These agreements replace agreements with Horizon Lines that expired on December 31, 2013, and that were extended on a month-to-month basis by Resolution No. 2014-01, dated January 7, 2014.

Councilmember Davidson MOVED to adopt Ordinance No. 1326.

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

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

V. NEW BUSINESS

a. First Reading, Ordinance No. 1327, Authorizing Fire and Rescue Mutual Aid Agreements Between the City of Kodiak and the Kodiak Island Borough and the United States Coast Guard Base Kodiak

Mayor Branson read Ordinance No. 1327 by title. The City of Kodiak Fire Department maintains fire and rescue mutual aid agreements with both Kodiak Island Borough Fire Protection Areas at Bayside and Womens Bay Service Area, and with the United States Coast Guard Base Kodiak for the mutual protection of life and property pursuant to Alaska Statute 18.70.150-160 (relating to the adoption of mutual fire aid agreements) and Article X, 13 of the Alaska Constitution (authorizing intergovernmental agreements for cooperative or joint administration of municipal functions or powers). The mutual aid agreements have expired and require renewal.

Councilmember Walker MOVED to pass Ordinance No. 1327 in the first reading and advance to the second reading and public hearing at the next regular or special Council meeting.

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

b. Resolution No. 2014–35, Adopting a FY2016 State Capital Improvements Program List

Mayor Branson read Resolution No. 2014–35 by title. Following Council and staff discussion of a suggested draft FY2016 state CIP list on September 9 and further discussion with Representative Alan Austerman and Doug Letch from Senator Gary Stevens’ staff on October 21, 2014, Council indicated support for the attached list of state capital funding priorities for FY2016. The state is facing major financial limitations again this year. Resolution No. 2014–35, is a short, cost-reduced list of infrastructure improvements and long-term priority projects.

Councilmember Bishop MOVED to adopt Resolution No. 2014–35.

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 7, 2014, and voters cast ballots for two three-year City Council positions. The Canvass Board met October 15, 2014, to tally the votes of the admissible questioned and absentee ballots, together with votes counted on election night. The final results of the October 7, 2014, Municipal City election were:

City Council—Two Three-Year Terms	
Randall Cruz Bishop	317
Terry Haines	375
David Haught	123
Marnie Leist	257
Write-Ins	16

Of the 3,443 registered City voters, 698 cast eligible City ballots, for a 20% voter turnout, which is 4.5% higher than last year.

Councilmember Davidson MOVED to certify the results of the October 7, 2014, regular election and declare Randall Cruz Bishop and Terry Haines 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 Kniaziowski congratulated the re-elected Councilmembers Haines and Bishop. She said the skate park project is out to bid. She shared the Parks and Recreation Director is working on park fencing and she was pleased to announce the City submitted the permit to DEC for the composting facility. She said the Kodiak drummers will be playing in the Plaza during the Halloween festivities. Manager Kniaziowski stated the ice rink will be worked on to prepare for use; the Monashka project is underway; she gave an update on the Aleutian Homes Phase V; and she stated the downtown sewer and water master plan will be reviewed. She stated she will be working with KIB Manager Cassidy and the lobbyist to schedule the legislative reception. She said the auditors were onsite last week and they are working on the FY2014 CAFR. She indicated the Pier III project is progressing. She informed the public if they have concerns on the ebola outbreak the Alaska Department of Health and Social Services epicenter is a resource at epi@alaska.gov as well as the local hospital. She said her risk management training was very informative and she will be out of the office October 27 through 31.

b. City Clerk

City Clerk Marljar thanked the election workers, Canvass Board, and Councilmember Davidson for their work on the Municipal Election. She informed the public of the next scheduled Council work session and regular meeting. She stated the Request for Proposal for the City-website redesign and replacement is being advertised and is posted online.

VII. MAYOR'S COMMENTS

Mayor Branson congratulated re-elected Councilmembers Bishop and Haines. She said she attended by teleconference the Board of Fish meeting, which discussed the pollock industry and she attended NPFMC and the advisory panel meetings. She said people are watching the Kodiak fisheries discussions. She shared the Downtown Kodiak Revitalization Sub-committee chairs will meet soon to regroup, and she thanked the City staff for their work on the downtown priorities. She complimented the negotiating team and Councilmember Walker for their work on the completion of the Horizon Lines agreements. She encouraged the citizens to vote on November 4 and reminded them that absentee voting is available.

VIII. COUNCIL COMMENTS

Councilmember Bishop thanked the public for voting. He acknowledged the other candidates for getting involved. He shared there are important propositions, which include the legalization of marijuana and the minimum wage increase on the November 4 ballot. He thanked the Kodiak Chamber of Commerce for putting on the Halloween trick or treat event, and he encouraged businesses to get involved.

Councilmember Saravia congratulated re-elected Councilmembers Bishop and Haines. He thanked the Horizon Lines negotiating team for the work on the contracts. He asked citizens to be careful driving during Halloween, and he gave a fishing update.

Councilmember Whiddon congratulated the re-elected Councilmembers, and he thanked Harbormaster Lon White for his professionalism when dealing with harbor issues. He informed the public of the Fisheries Work Group meeting on October 29.

Councilmember Davidson encouraged everyone to vote during the state election in November. He urged the public to be careful of trick or treaters.

Councilmember Walker thanked the re-elected Councilmembers and Mayor Branson for asking him to read the Extra Mile Day proclamation, because he thinks volunteers make the City a better place. He thanked Harbormaster White and the Horizon Lines negotiating team for their hard work on the contracts. He encouraged citizens to vote during the state election.

Councilmember Saravia inquired how the Kodiak voter list is updated. Clerk Marlar explained the process and stated the voter list is updated by the State of Alaska Division of Election staff.

IX. AUDIENCE COMMENTS

None

X. OATH OF OFFICE

KCC 2.28.080 requires elected officials to take and subscribe to the Oath of Office. The City Clerk indicated that Councilmember Haines was administered the Oath of Office the previous day due to his fishing commitment, and he extended his apology for his absence. She administered the Oath of Office to the City’s re-elected Councilmember Bishop.

XI. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:30 p.m.

CITY OF KODIAK

MAYOR

ATTEST:



CITY CLERK

Minutes Approved:

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UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Rome Kamai, Fire Chief 
Date: November 13, 2014

Agenda Item: **IV. a. Second Reading and Public Hearing, Ordinance No. 1327, Authorizing Fire and Rescue Mutual Aid Agreements Between the City of Kodiak and the Kodiak Island Borough and the United States Coast Guard Base Kodiak**

SUMMARY: The City of Kodiak Fire Department maintains fire and rescue mutual aid agreements with both Kodiak Island Borough Fire Protection Areas at Bayside and Womens Bay Service Area, and with the United States Coast Guard Base Kodiak for the mutual protection of life and property pursuant to Alaska Statute 18.70.150-160 (relating to the adoption of mutual fire aid agreements) and Article X, 13 of the Alaska Constitution (authorizing intergovernmental agreements for cooperative or joint administration of municipal functions or powers). The mutual aid agreements have expired and require renewal. Staff recommends the Borough agreements be for five-year terms and recommends Council adopt Ordinance No. 1327 following the public hearing at this meeting.

PREVIOUS COUNCIL ACTION: Staff discussed the last mutual aid agreements at a joint work session with the Borough Assembly in February 2009. The City Manager was later authorized by Council to sign the three mutual aid agreements on behalf of the City. The renewal documents and Ordinance No. 1327 were reviewed and discussed at the October 21 and October 23, 2014 meetings and agreed to bring the ordinance forward to second reading and public hearing in November.

DISCUSSION: It was unclear in 2009 if Council was required to authorize the mutual aid agreements by ordinance or motion. In July of this year, the City Attorney recommended that Council authorize the renewal agreements by ordinance based on the language provided in Section XII-1 of the City Charter.

The City, the Kodiak Island Borough, and the United States Coast Guard wish to renew the fire and rescue mutual aid agreements in order to memorialize their current understanding and expectations with regard to the furnishing of firefighting and emergency services outside the normal and regular service areas of each entity. Based on a three-year average from 2011 through 2013, the City of Kodiak Fire Department provided mutual aid approximately five times per year and received mutual aid approximately 2.3 times per year. The mutual aid agreements provide an outline of expectations that include command and control, joint procedures, and interoperable communication procedures as established by the Fire Chiefs of each party.

ALTERNATIVES: Council has two main alternatives.

- 1) Adopt Ordinance No. 1327, which is staff's recommendation, because it continues to provide for mutual support and protection of life and property.
- 2) Do not adopt Ordinance No. 1327, which is not recommended by staff, because it does not provide for continued support of the beneficial protections offered by the agreements.

FINANCIAL IMPLICATIONS: Pursuant to the Mutual Aid Agreements Section 5, Costs and Expense, each party shall be responsible for its own costs or expenses incurred in maintaining its equipment, insurance coverage, apparatus, salaries, and any and all other items of cost or expense associated with providing services. However, expendable firefighting material used by a responding party in its activities at the scene such as firefighting foam may be replaced by the party that issued the request for assistance if the request is made in writing by the requesting party within sixty (60) days after the materials were used. To date, no party has provided written claim for such expendable firefighting material to be replaced.

LEGAL: The City Attorney reviewed the renewal authorization process, the mutual aid agreements, and prepared the ordinance language which identifies by reference sections of the Alaska Statutes, State Constitution, and City Charter that allow the City to enter into agreements, including those for cooperative or joint administration of any function or power with other governmental units and proscribes the way in which such agreements are approved.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1327 following the public hearing at this meeting.

CITY MANAGER'S COMMENTS: I appreciate Chief Kamai's work on this renewal process and support his recommendation that the City renew the three fire and rescue mutual aid agreements. The agreements are for a period of five years as were the previous agreements.

ATTACHMENTS:

Attachment A: Ordinance No. 1327

Attachment B: Mutual Aid Agreement with Kodiak Island Borough, Fire Protection Area No. 1
(Bayside Fire Station)

Attachment C: Mutual Aid Agreement with Kodiak Island Borough, Womens Bay Service Area

Attachment D: Mutual Aid Agreement with the United States Coast Guard Base Kodiak

PROPOSED MOTION:

Move to adopt Ordinance No. 1327.

**CITY OF KODIAK
ORDINANCE NUMBER 1327**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK
AUTHORIZING FIRE AND RESCUE MUTUAL AID AGREEMENTS BETWEEN THE
CITY OF KODIAK AND THE KODIAK ISLAND BOROUGH AND THE UNITED
STATES COAST GUARD BASE KODIAK**

WHEREAS, Alaska Statutes 18.70.150-160, Article X, §13 of the Alaska Constitution, and Section XII-1 of the Kodiak City Charter authorize the City to enter into agreements, including those for cooperative or joint administration of any function or power, with other governmental units; and

WHEREAS, Fire and Rescue Mutual Aid Agreements between the City and each of the Kodiak Island Borough Fire Protection Areas, which include Fire Protection Area No. 1 (Bayside Fire Station) and Womens Bay Service Area, and the United States Coast Guard Base Kodiak have been presented to this meeting; and

WHEREAS, it is in the best interest of the City and its residents to enter into agreements for mutual aid with other firefighting agencies in the vicinity of the City.

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

Section 1: The form and content of the Fire and Rescue Mutual Aid Agreements between the City, the Kodiak Island Borough Fire Protection Area No. 1, (Bayside Fire Station), Womens Bay Service Area, and the United States Coast Guard Base Kodiak are hereby in all respects authorized, approved, and confirmed, and the City Manager hereby is authorized, empowered, and directed to execute and deliver the Fire and Rescue Mutual Aid Agreements to the respective counterparties 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 she shall deem 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 said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager 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 said documents as executed.

Section 2: This ordinance shall be effective upon the later to occur of (i) the date that is one month after its final passage and publication in accordance with the Kodiak Charter Section 2–13; and (ii) January 1, 2015.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: October 23, 2014
Second Reading:
Effective Date:

FIRE AND RESCUE MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between the City of Kodiak ("the City") and the Kodiak Island Borough, Fire Protection Area No. 1, Bayside Fire Station ("Bayside").

RECITALS

(a) The City and Bayside acknowledge the possibility that fires or other public emergencies may occur within their respective jurisdictions which could reach such proportions as to be impossible to control with their own local equipment, personnel, and resources and therefore find it appropriate that this Agreement be entered into for the mutual protection of life and property pursuant to AS 18.70.150-160 (relating to the adoption of mutual fire aid agreements), Article X, §13 of the Alaska Constitution (authorizing intergovernmental agreements for cooperative or joint administration of municipal functions or powers).

(b) The City and Bayside are desirous of entering into this Fire and Rescue Mutual Aid Agreement in order to memorialize their current understandings and expectations with regard to the furnishing of fire fighting and emergency services outside the normal and regular area of service by each party.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions herein contained the parties agree as follows:

1. **Furnishing of Emergency Fire Fighting and Rescue Assistance**

(a) Each party agrees to respond, to the extent it deems reasonably prudent and possible, to requests for assistance from the other and to furnish fire fighting and emergency rescue services, utilizing paid and volunteer fire fighters, and fire fighting apparatus and equipment owned and operated by each of the parties. The judgment as to whether or not it is reasonably prudent and possible to respond to a given request and, if so, to what extent and with what resources, shall rest exclusively with the party from whom such assistance is sought. Both parties hereby

formally disavow any intention to create, through the execution of this or any other agreement or through any course of past or future conduct, a binding contractual right to require the other to respond, or to respond at a particular level of resources, to requests for assistance.

(b) The term "request for assistance" shall mean a request for firefighting or emergency aid made by the fire chief, or other personnel who have been authorized by the chief of the requesting fire department to make such a request.

2. Determination of Priority

It is mutually understood and agreed that the dispatch of any personnel or equipment in response to a request for assistance shall be subordinate to the needs and responsibilities of the responding fire department as determined by its fire chief and that his or her judgment as to the level of resources which should be withheld in order to respond to any actual or potential requests for assistance or public emergencies within the geographical area regularly served by the responding party shall be conclusive. No violation of this Agreement shall be considered to have occurred if, for any reason, in the judgment of the responding fire chief, a response to a request for assistance made by the other party to this Agreement might jeopardize the fire or other protection provided to the geographical area regularly served by the responding party.

3. Non-liability

Without limiting the generality of the foregoing it is explicitly agreed that a party to this Agreement shall not be responsible or liable for any loss or claims which may result from a failure to respond to a request for assistance received from the other party, or from an alleged failure to respond in a prompt or timely manner.

4. Operational Control

(a) Control of Fire Fighting

The fire chief of the party requesting assistance, or his authorized representative, shall have the sole responsibility for conducting all fire fighting or emergency operations at the scene; however, such requesting fire chief may delegate management authority over all or any part of such operations to any responding fire chief as provided in (b) below.

(b) Emergency Scene Management

The requesting fire chief, or his authorized representative, may request that a responding fire chief, or his authorized representative, assume management authority over the control and direction of all or any part of the fire fighting operations at the fire or emergency; however, the requesting fire chief shall not, by relinquishing such control, be relieved of his overall control and responsibility for the operation.

(c) Control of Personnel

Notwithstanding any other provision herein, the officers, fire fighters and other personnel of each fire fighting organization, both the responding or the requesting units, shall remain under the control and direction of their own fire chief or his authorized representative and shall not become the agent, employees, or representatives of any other party.

(d) Right to Protect Personnel and Equipment

Each fire chief, both responding and requesting, and their authorized representative, shall have and retain the right to refuse to commit their personnel or equipment to any position which is considered unreasonably dangerous to life of any of their personnel, another person, or to equipment. A fire chief, or his authorized representative, shall have the sole and exclusive right and discretion to determine the extent and imminence of any such danger.

5. Costs and Expense

Each party shall be responsible for all of its own costs or expense, incurred in maintaining its equipment, insurance coverage, apparatus, paying salaries, and any and all other items of cost or expense associated with providing services pursuant

to this Agreement; provided, however, that expendable fire fighting material used or expended by a responding party in its activities at the scene, such as fire fighting foam, shall be replaced by the party that issued the request for assistance if the responding party expending such materials serves a written claim therefore upon the requesting party not later than sixty (60) days after such materials were used or expended.

6. Damage and Loss

With the exception of replacement of expendable fire fighting materials as provided above, any loss or damage to fire apparatus or other equipment of the responding party incurred or arising out of activities in responding to a request for assistance pursuant to this Agreement, including any loss which may occur while the responding party is traveling to the scene, working at the scene, or returning therefrom, shall be the responsibility of, and shall be paid by, such party responding to the request for assistance.

7. Immunities to Continue

This Agreement is not intended to, and it shall not be construed to, waive, relinquish, alter, amend or vitiate in any manner whatsoever, the privileges or immunities otherwise provided by law to either of the parties hereto or to any of their officers, employees, volunteers or other agents, whether in the course of responding to a request for assistance under this Agreement or otherwise. Each party and all such individuals shall have and retain all privileges and immunities otherwise applicable to the performance of the same or similar functions within the party's own area.

8. Not Employees or Agents

Nothing in this Agreement shall be construed to render or establish any officer, employee or volunteer of any one of the parties the agent, employee, representative or volunteer of any of the other parties and all such personnel shall be and remain, for all purposes and at all times, the personnel of the party providing such personnel.

9. No Warranty

By entering into this Agreement, or taking any action pursuant to it, neither party is making any representation or warranty, whether express or implied, concerning the training or reliability of its personnel or that of the other party, or with respect to the safety, durability or reliability of its fire fighting apparatus or equipment or that of the other party. Each party expressly disclaims any such express or implied approval or warranty.

10. No Duty to Inhabitants or Third Parties

This Agreement shall not be construed as creating or giving rise to any duties on the part of either party toward the inhabitants of the geographical area regularly served by the other or to the owners of property within such area. The parties hereby disclaim any intention of creating third party beneficiaries to this Agreement.

11. Procedures

The fire chiefs of the parties shall establish the manner and method of requesting assistance for fire or other emergency response under this Agreement. Each party shall develop and maintain a communication system, which will facilitate the procedures agreed upon.

12. Hazardous Materials

Assistance for any emergency involving hazardous materials or hazardous wastes in Fire Protection Area No. 1, or in the City will be in accordance with the Terms of this agreement.

13. Effective Date and Term

This term of this agreement is for (5) years and shall become effective upon the date specified in Section 2 of City of Kodiak Ordinance No. 1327 and upon approval by the Kodiak Island Borough. This Agreement may be terminated by either party by providing written notice to the other party not less than thirty (30) days prior to the desired date of termination.

CITY OF KODIAK

KODIAK ISLAND BOROUGH

Recommended for Approval:

Recommended for Approval:

Rome Kamai
Fire Chief
Dated: _____

Robert Himes
Fire Chief
Dated: _____

Approved:

Approved:

Aimée Kniaziowski
City Manager
Dated: _____

Bud Cassidy
Borough Manager
Dated: _____

Attest:

Attest:

Debra Marlar
City Clerk
Dated: _____

Nova Javier
Borough Clerk
Dated: _____

FIRE AND RESCUE MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between the City of Kodiak ("the City") and the Kodiak Island Borough Womens Bay Service Area ("Womens Bay").

RECITALS

(a) The City and Womens Bay acknowledge the possibility that fires or other public emergencies may occur within their respective jurisdictions that could reach such proportions as to be impossible to control with their own local equipment, personnel, and resources and, therefore, find it appropriate that this Agreement be entered into for the mutual protection of life and property pursuant to AS 18.70.150-160 (relating to the adoption of mutual fire aid agreements), Article X, §13 of the Alaska Constitution (authorizing intergovernmental agreements for cooperative or joint administration of municipal functions or powers).

(b) The City and Womens Bay are desirous of entering into this Fire and Rescue Mutual Aid Agreement in order to memorialize their current understandings and expectations with regard to the furnishing of fire fighting and emergency services outside the normal and regular area of service by each party.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions herein contained the parties agree as follows:

1. **Furnishing of Emergency Fire Fighting and Rescue Assistance**

(a) Each party agrees to respond, to the extent it deems reasonably prudent and possible, to requests for assistance from the other and to furnish fire fighting and emergency rescue services, utilizing paid and volunteer fire fighters, and fire fighting apparatus and equipment owned and operated by each of the parties. The judgment as to whether or not it is reasonably prudent and possible to respond to a given request and, if so, to what extent and with what resources, shall rest exclusively with the party from whom such assistance is sought. Both parties hereby formally disavow any intention to create,

through the execution of this or any other agreement or through any course of past or future conduct, a binding contractual right to require the other to respond, or to respond at a particular level of resources, to requests for assistance.

(b) The term "request for assistance" shall mean a request for firefighting or emergency aid made by the fire chief, or other personnel who have been authorized by the chief of the requesting fire department to make such a request.

2. **Determination of Priority**

It is mutually understood and agreed that the dispatch of any personnel or equipment in response to a request for assistance shall

be subordinate to the needs and responsibilities of the responding fire department as determined by its fire chief and that his or her judgment as to the level of resources which should be withheld in order to respond to any actual or potential requests for assistance or public emergencies within the geographical area regularly served by the responding party shall be conclusive. No violation of this Agreement shall be considered to have occurred if, for any reason, in the judgment of the responding fire chief, a response to a request for assistance made by the other party to this Agreement might jeopardize the fire or other protection provided to the geographical area regularly served by the responding party.

3. Non-liability

Without limiting the generality of the foregoing it is explicitly agreed that a party to this Agreement shall not be responsible or liable for any loss or claims which may result from a failure to respond to a request for assistance received from the other party, or from an alleged failure to respond in a prompt or timely manner.

4. Operational Control

(a) Control of Fire Fighting

The fire chief of the party requesting assistance, or his authorized representative, shall have the sole responsibility for conducting all fire fighting or emergency operations at the scene; however, such requesting fire chief may delegate management authority over all or any part of such operations to any responding fire chief as provided in (b) below.

(b) Emergency Scene Management

The requesting fire chief, or his authorized representative, may request that a responding fire chief, or his authorized representative, assume management

authority over the control and direction of all or any part of the fire fighting operations at the fire or emergency; however, the requesting fire chief shall not, by relinquishing such control, be relieved of his overall control and responsibility for the operation.

(c) Control of Personnel

Notwithstanding any other provision herein, the officers, fire fighters and other personnel of each fire fighting organization, both the responding or the requesting units, shall remain under the control and direction of their own fire chief or his authorized representative and shall not become the agent, employees, or representatives of any other party.

(d) Right to Protect Personnel and Equipment

Each fire chief, both responding and requesting, and their authorized representative, shall have and retain the right to refuse to commit their personnel or equipment to any position which is considered unreasonably dangerous to life of any of their personnel, another person, or to equipment. A fire chief, or his authorized representative, shall have the sole and exclusive right and discretion to determine the extent and imminence of any such danger.

5. Costs and Expense

Each party shall be responsible for all of its own costs or expense, incurred in maintaining its equipment, insurance coverage, apparatus, paying salaries, and any and all other items of cost or expense associated with providing services pursuant to this Agreement; provided, however, that expendable fire fighting material used or expended by a responding party in its activities at the scene, such as fire fighting foam, shall be replaced by the party that

issued the request for assistance if the responding party expending such materials serves a written claim therefore upon the requesting party not later than sixty (60) days after such materials were used or expended.

6. Damage and Loss

With the exception of replacement of expendable fire fighting materials as provided above, any loss or damage to fire apparatus or other equipment of the responding party incurred or arising out of activities in responding to a request for assistance pursuant to this Agreement, including any loss which may occur while the responding party is traveling to the scene, working at the scene, or returning therefrom, shall be the responsibility of, and shall be paid by, such party responding to the request for assistance.

7. Immunities to Continue

This Agreement is not intended to, and it shall not be construed to, waive, relinquish, alter, amend or vitiate in any manner whatsoever, the privileges or immunities otherwise provided by law to either of the parties hereto or to any of their officers, employees, volunteers or other agents, whether in the course of responding to a request for assistance under this Agreement or otherwise. Each party and all such individuals shall have and retain all privileges and immunities otherwise applicable to the performance of the same or similar functions within the party's own area.

8. Not Employees or Agents

Nothing in this Agreement shall be construed to render or establish any officer, employee or volunteer of any one of the parties the agent, employee, representative or volunteer of any of the other parties and all such personnel shall be and remain, for

all purposes and at all times, the personnel of the party providing such personnel.

9. No Warranty

By entering into this Agreement, or taking any action pursuant to it, neither party is making any representation or warranty, whether express or implied, concerning the training or reliability of its personnel or that of the other party, or with respect to the safety, durability or reliability of its fire fighting apparatus or equipment or that of the other party. Each party expressly disclaims any such express or implied approval or warranty.

10. No Duty to Inhabitants or Third Parties

This Agreement shall not be construed as creating or giving rise to any duties on the part of either party toward the inhabitants of the geographical area regularly served by the other or to the owners of property within such area. The parties hereby disclaim any intention of creating third party beneficiaries to this Agreement.

11. Procedures

The fire chiefs of the parties shall establish the manner and method of requesting assistance for fire or other emergency response under this Agreement. Each party shall develop and maintain a communication system, which will facilitate the procedures agreed upon.

12. Hazardous Materials

Assistance for any emergency involving hazardous materials or hazardous wastes in Fire Protection Area No. 2, or in the City will be in accordance with the Terms of this agreement.

13. Effective Date and Term

This term of this agreement is for (5) years and shall become effective upon the date

specified in Section 2 of City of Kodiak Ordinance No. 1327 and upon approval by the Kodiak Island Borough. This Agreement may be terminated by either party by providing written notice to the other party not less than thirty (30) days prior to the desired date of termination.

CITY OF KODIAK

Recommended for Approval:

Rome Kamai
Fire Chief
Dated: _____

Approved:

Aimée Kniaziowski
City Manager
Dated: _____

Attest:

Debra Marlar
City Clerk
Dated: _____

KODIAK ISLAND BOROUGH

Recommended for Approval:

Dale Rice
Fire Chief
Dated: _____

Approved:

Bud Cassidy
Borough Manager
Dated: _____

Attest:

Nova Javier
Borough Clerk
Dated: _____

FIRE AND RESCUE MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between the City of Kodiak, a municipal corporation of the State of Alaska (“the City”) and the United States Coast Guard Base Kodiak (“Base Kodiak”).

RECITALS

(a) The City and Base Kodiak acknowledge the possibility that fires or other public emergencies may occur within their respective jurisdictions which could reach such proportions as to be impossible to control with their own local equipment, personnel, and resources and therefore find it appropriate that this Agreement be entered into for the mutual protection of life and property pursuant to AS 18.70.150-.160 (relating to the adoption of mutual fire aid agreements) and Article X, §13 of the Alaska Constitution (authorizing intergovernmental agreements for cooperative or joint administration of municipal functions or powers).

(b) The City and Base Kodiak are desirous of entering into this Fire and Rescue Mutual Aid Agreement in order to memorialize their current understandings and expectations with regard to the furnishing of fire fighting and emergency services outside the normal and regular area of service by each party.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions herein contained the parties agree as follows:

1. **Furnishing of Emergency Fire Fighting and Rescue Assistance**

(a) Each party agrees to respond, to the extent it deems reasonably prudent and possible, to requests for assistance from the other and to furnish fire fighting and emergency rescue services, utilizing paid and volunteer fire fighters, and fire fighting apparatus and equipment owned and operated by each of the parties. The judgment as to whether or not it is reasonably prudent and possible to respond to a given request and, if so, to what extent and with what resources, shall rest exclusively with the party from whom such

assistance is sought. Both parties hereby formally disavow any intention to create, through the execution of this or any other agreement or through any course of past or future conduct, a binding contractual right to require the other to respond, or to respond at a particular level of resources, to requests for assistance.

(b) The term “request for assistance” shall mean a request for firefighting or emergency aid made by the fire chief, or other personnel who have been authorized by the chief of the requesting fire department to make such a request.

2. Determination of Priority

It is mutually understood and agreed that the dispatch of any personnel or equipment in response to a request for assistance shall be subordinate to the needs and responsibilities of the responding fire department as determined by its fire chief and that his or her judgment as to the level of resources which should be withheld in order to respond to any actual or potential requests for assistance or public emergencies within the geographical area regularly served by the responding party shall be conclusive. No violation of this Agreement shall be considered to have occurred if, for any reason, in the judgment of the responding fire chief, a response to a request for assistance made by the other party to this Agreement might jeopardize the fire or other protection provided to the geographical area regularly served by the responding party.

3. Non-liability

Without limiting the generality of the foregoing it is explicitly agreed that a party to this Agreement shall not be responsible or liable for any loss or claims which may result from a failure to respond to a request for assistance received from the other party, or from an alleged failure to respond in a prompt or timely manner.

4. Operational Control

(a) Control of Fire Fighting

The fire chief of the party requesting assistance, or his authorized representative, shall have the sole responsibility for conducting all fire fighting or emergency operations at the scene; however, such requesting fire chief may delegate management authority over all or any part of such operations to any responding fire chief as provided in (b) below.

(b) Emergency Scene Management

The requesting fire chief, or his authorized representative, may request that a responding fire chief, or his authorized representative, assume management authority over the control and direction of all or any part of the fire fighting operations at the fire or emergency; however, the requesting fire chief shall not, by relinquishing such control, be relieved of his overall control and responsibility for the operation.

(c) Control of Personnel

Notwithstanding any other provision herein, the officers, fire fighters and other personnel of each fire fighting organization, both the responding or the requesting units, shall remain under the control and direction of their own fire chief or his authorized representative and shall not become the agent, employees, or representatives of any other party.

(d) Right to Protect Personnel and Equipment

Each fire chief, both responding and requesting, and their authorized representative, shall have and retain the right to refuse to commit their personnel or equipment to any position which is considered unreasonably dangerous to life of any of their personnel, another person, or to equipment. A fire chief, or his authorized representative, shall have the sole and exclusive right and discretion to determine the extent and imminence of any such danger.

5. Costs and Expense

Each party shall be responsible for all of its own costs or expense, incurred in maintaining its equipment, insurance coverage, apparatus, paying salaries, and any and all other items of cost or expense associated with providing services pursuant

to this Agreement; provided, however, that expendable fire fighting material used or expended by a responding party in its activities at the scene, such as fire fighting foam, shall be replaced by the party that issued the request for assistance if the responding party expending such materials serves a written claim therefore upon the requesting party not later than sixty (60) days after such materials were used or expended and, provided further, that nothing in this Agreement shall be construed as a waiver on the part of the city of the right to assess fees in accordance with City of Kodiak Resolution 92-18 or any other duly enacted resolution or ordinance.

6. Damage and Loss

With the exception of replacement of expendable fire fighting materials as provided above, any loss or damage to fire apparatus or other equipment of the responding party incurred or arising out of activities in responding to a request for assistance pursuant to this Agreement, including any loss which may occur while the responding party is traveling to the scene, working at the scene, or returning therefrom, shall be the responsibility of, and shall be paid by, such party responding to the request for assistance.

7. Withdrawal

Either party may withdraw from this Agreement at any time within the provision of paragraph 14.

8. Immunities to Continue

This Agreement is not intended to, and it shall not be construed to, waive, relinquish, alter, amend or vitiate in any manner whatsoever, the privileges or immunities otherwise provided by law to either of the parties hereto or to any of their officers, employees, volunteers or other agents, whether in the course of responding to a

request for assistance under this Agreement or otherwise. Each party and all such individuals shall have and retain all privileges and immunities otherwise applicable to the performance of the same or similar functions within the party's own area.

9. Not Employees or Agents

Nothing in this Agreement shall be construed to render or establish any officer, employee or volunteer of any one of the parties the agent, employee, representative or volunteer of any of the other parties and all such personnel shall be and remain, for all purposes and at all times, the personnel of the party providing such personnel.

10. No Warranty

By entering into this Agreement, or taking any action pursuant to it, neither party is making any representation or warranty, whether express or implied, concerning the training or reliability of its personnel or that of the other party, or with respect to the safety, durability or reliability of its fire fighting apparatus or equipment or that of the other party. Each party expressly disclaims any such express or implied approval or warranty.

11. No Duty to Inhabitants or Third Parties

This Agreement shall not be construed as creating or giving rise to any duties on the part of either party toward the inhabitants of the geographical area regularly served by the other or to the owners of property within such area. The parties hereby disclaim any intention of creating third party beneficiaries to this Agreement.

12. Procedures

The fire chiefs of the parties shall establish the manner and method of requesting assistance for fire or other

emergency response under this Agreement. Each party shall develop and maintain a communication system which will facilitate the procedures agreed upon.

13. Hazardous Materials

Assistance for any emergency involving hazardous materials or hazardous wastes stored at the Base Kodiak, or in the City of Kodiak, will be in accordance with the Terms of this agreement. Base Kodiak will provide a copy of its Hazardous Waste Contingency Plan to the City of Kodiak Fire Department. This plan will be maintained in a place known and accessible to the City of Kodiak Fire Department personnel. Any such plans prepared by the City of Kodiak, or persons within the City of Kodiak Fire Department’s jurisdiction, will similarly be provided to the Base Kodiak Fire Department. Periodic training in hazardous materials and hazardous waste emergency response will be scheduled on mutually agreeable basis.

CITY OF KODIAK

Recommended for Approval:

Rome Kama
Fire Chief
Dated: _____

Approved:

Aimée Kniazowski
City Manager
Dated: _____

Attest:

Debra Marlar, City Clerk

14. Effective Date and Term

This Agreement shall become effective upon the date specified in Section 2 of City of Kodiak Ordinance No. 1327 and approval by the Commanding Officer, USCG Base Kodiak or other appropriate U.S. Coast Guard Official. This Agreement shall be terminated by either party by providing written notice to the other party not less than thirty (30) days prior to the desired date of termination.

15. Authority

This Agreement is entered into by the USCG Base Kodiak, pursuant to the authority granted by 14 USC, Section 141.

UNITED STATES COAST GUARD
BASE KODIAK

Recommended for Approval

Jeffery D. Halcomb
Fire Chief, USCG Base Kodiak
Dated: _____

Approved:

Captain TBD
Commanding Officer, USCG Base Kodiak
Dated: _____

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers
From: Debra Marlar, City Clerk *DM*
Thru: Michelle Shuravloff-Nelson, Deputy Clerk/Records Manager
Date: November 13, 2014

Agenda Item: V. a. **Resolution No. 2014–36, Rescinding Resolution Nos. 08–26 and 09–02, and Reestablishing a Records Retention Schedule**

SUMMARY: Records Retention Schedules (RRS) are a key element in effective records management programs. The RRS, if adopted as Resolution No. 2014–36, will rescind and replace all prior Records Retention Schedules. The 2014 revision of the RRS is based upon a review of departments and contains a listing of all records produced or maintained by the City. The City-wide RRS determines the length of time a record is kept and how the record is maintained due to its operational, legal, fiscal, and historical purposes. The City-wide records management program provides a filing system for all departmental records throughout the life cycle of each record, including the transfer to offsite storage and the destruction of records. There is a permanent retention for some records within the City departments. During the winter of 2013 and spring of 2014 the City Clerk, Records Manager, Department Heads, and Records Coordinators met to review, discuss, and recommend changes to the Records Retention Schedule. The suggested changes are attached to Resolution No. 2014–36.

PREVIOUS COUNCIL ACTION: In December 2008 the Records Retention Schedule was authorized by Resolution No. 08–26. In February 2009 the City Council adopted Resolution No. 09–02, which amended records series 60-6090 and created 60-6091 to accommodate the unique requirements of the Police Department record series.

BACKGROUND: The Records Retention Schedule provides the continuing authority for classification and disposition of City records as approved by the City Council. Consistent classification efficiently and effectively supports the City’s business processes, and it is suggested the records retention schedule is reviewed at least every five years.

DISCUSSION: The adoption of Resolution No. 2014–36, will allow several departments to classify records more efficiently. Some of the suggested changes will allow records to be kept for a longer duration of time, because the department has determined there is an administrative need to keep the record. There will be a continued effort to increase the volume of records stored electronically in the City-wide records management program, and those changes have been added to the records retention schedule. There are recommended deletions to record series because there has been not been an

operation value to utilize the records. In several instances, there have been record series that have been useful to a department and the series has been duplicated for another department to use. The process to recommend, review, and edit the changes to the Records Retention Schedule have been interactive and inclusive with the Department Heads and Records Coordinators.

ALTERNATIVES:

- 1) Adopt Resolution No. 2014–36 with the revised Records Retention Schedule, which is staff’s recommendation.
- 2) Do not adopt Resolution No. 2014–36 with the revised Records Retention Schedule. This is not recommended, because it would hinder the City’s business processes.

LEGAL: The City Attorney has reviewed the Records Retention Schedule for compliance with Kodiak City Code, Alaska Statutes, and Codes of Federal Regulations. The City Attorney drafted Resolution No. 2014–36.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2014–36.

CLERK’S COMMENTS: I support the adoption of Resolution No. 2014–36.

NOTES/ATTACHMENTS:

- Attachment A: Resolution No. 2014–36 and Revised Retention Schedule
- Attachment B: Resolution No. 2009–02
- Attachment C: Resolution No. 2008–26

PROPOSED MOTION:

Move to adopt Resolution No. 2014–36.

**CITY OF KODIAK
RESOLUTION NUMBER 2014-36**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RESCINDING RESOLUTION NUMBERS 08-26 AND 09-02, AND REESTABLISHING A RECORDS RETENTION SCHEDULE

WHEREAS, pursuant to Chapter 2.36 of the Kodiak City Code, a records retention schedule was reestablished by Resolution Number 08-26 and amended by Resolution Number 09-02; and

WHEREAS, City departments have continued to review the records retention schedule, recommending additions, deletions and new descriptions of record series; and

WHEREAS, City departments also have recommended changes in retention periods for some records, and changes to reflect the retention of additional records in electronic form; and

WHEREAS, it is in the best interest of the City that a new records retention schedule be adopted to reflect the changes described above.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution Numbers 08-26 and 09-02 are rescinded.

BE IT FURTHER RESOLVED that the attached records retention schedule is hereby adopted as the records retention schedule for the City of Kodiak pursuant to Chapter 2.36 of the Kodiak City Code.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

CITY CLERK RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
0100 CLERK – GENERAL					
Files contain records of a general nature created or received by the City Clerk’s Office.	City Clerk	End of calendar year.	PAPER		2 / 3 / DESTROY
		End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
0101 ELECTED OFFICIALS – GENERAL					
Files contain records of a general nature created by or received for the Mayor and/or City Council, including Mayor/Council reading files, proclamations, travel, lobbyist communications.	City Clerk	End of calendar year.	PAPER		2 / 3 / DESTROY
		End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
0102 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS					
Files contain documents related to major administrative studies and special management projects, including property appraisals ; public sentiment petitions, assessment and assessment documents .	City Clerk	When superseded or obsolete.	PAPER		2 / 13 / DESTROY
		When superseded or obsolete.	ELECTRONIC		15 / 0 / DESTROY
0103 POLICIES					
Files contain documents related to the development and issuance of City policies, e.g., Personnel Rules and Regulations, Records Management Framework, Fee Schedule.	City Clerk	When superseded or obsolete.	PAPER		2 / 13 / DESTROY
			ELECTRONIC		15 / 0 / DESTROY
0104 ADVISORY BOARDS					
Files contain documents related to the creation and administration of various City Advisory Boards.	City Clerk	When superseded or obsolete.	PAPER		2 / 3 / DESTROY
0107 BURIAL PERMITS					
Files contain documents related to burial permits, grave reservations, register of interments, record of lots, disinterment permits.	City Clerk	KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY
			ELECTRONIC		RETAINED PERMANENTLY

CITY CLERK RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
0108 CEMETERIES Files contain documents related to maps, diagrams, indexes of burial plots. City Clerk		When superseded or obsolete When superseded or obsolete	PAPER ELECTRONIC		2 / 3 / DESTROY 5 / 0 / DESTROY
0110 CENSUS Files contain documents related to population estimates, including resident data but excluding Census Bureau documents listed as Confidential under Title XIII, U.S. Code. City Clerk		When superseded or obsolete. <u>When superseded or obsolete</u>	PAPER <u>ELECTRONIC</u>		2 / 13 / DESTROY 15 / 0 / DESTROY
0112 CITY CHARTER Files contain documents related to the development and maintenance of the City Charter. City Clerk		KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY
0114 CODES, ORDINANCES, AND RESOLUTIONS. Files contain code supplements, ordinances, and resolutions. City Clerk		KEPT PERMANENTLY KEPT PERMANENTLY	PAPER ELECTRONIC		RETAINED PERMANENTLY RETAINED PERMANENTLY
0121 AGENDA PACKETS Files contain documents related to backup material presented to the Council and Mayor for review, discussion, and action during planning session, regular, special, and work session meetings. City Clerk		End of calendar year. <u>End of calendar year</u>	PAPER <u>ELECTRONIC</u>		13 / 3 / 12 / DESTROY <u>415</u> / 0 / DESTROY
0123 COUNCIL INFORMATION PACKETS Files contain correspondence from other agencies and organizations related to government issues. City Clerk		End of calendar year. End of calendar year.	PAPER ELECTRONIC		2 / 0 / DESTROY 2 / 0 / DESTROY

CITY CLERK RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
0124 MINUTES Files contain official minutes of Council meetings, advisory boards. City Clerk	KEPT PERMANENTLY <u>KEPT PERMANENTLY</u>	PAPER	RETAINED PERMANENTLY ELECTRONIC
0125 MEETING AND PUBLIC HEARING NOTICES Files contain documents related to meeting notices and public hearings; public service announcements; schedules of City Council work sessions, regular, special, and emergency meetings; publisher affidavits. City Clerk	End of calendar year. End of calendar year.	PAPER ELECTRONIC	2 / 8 / DESTROY 10 / 0 / DESTROY
0126 COUNCIL MEETING RECORDINGS Files contain audio recordings of regular, special, and emergency meetings. City Clerk	End of calendar year.	ELECTRONIC	1 / 0 / DESTROY
0127 COUNCIL MEETING WORK SESSION NOTES/RECORDINGS Files contain work sessions notes and/or recordings as drafted/recorded by the Clerk's Office. City Clerk	End of the calendar year. End of the calendar year.	PAPER ELECTRONIC	10 -20 / 0 / DESTROY 10 -20 / 0 / DESTROY
0134 ELECTIONS Files contain general information relating to elections, including ballots, returns, precinct and other registers, voting machine reports. City Clerk	Upon election certification. Upon election certification.	PAPER ELECTRONIC	1 / 0 / DESTROY 1 -0 / DESTROY
0138 ELECTIONS - CERTIFICATION/CANVASS REPORT Files contain documents related to election certification. City Clerk	KEPT PERMANENTLY KEPT PERMANENTLY	PAPER ELECTRONIC	RETAINED PERMANENTLY RETAINED PERMANENTLY

CITY CLERK RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
0141 DOJ ELECTION PRECLEARANCE				
Files contain documents related to request and approval for U.S. Department of Justice pre-clearance for elections.				
City Clerk		KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY
		KEPT PERMANENTLY	ELECTRONIC	RETAINED PERMANENTLY
0142 FINANCIAL DISCLOSURE STATEMENTS				
Files contain documents related to candidates' financial disclosure report.				
City Clerk		After leaving office.	PAPER	2 / 3 / DESTROY
		After leaving office.	ELECTRONIC	5 / 0 / DESTROY
0143 CANDIDATE NOMINATIONS AND LISTS				
Files contain documents related to nominating petitions or other candidate information, including name, address, office declared, residency length, election pamphlet documents, etc.				
City Clerk		Upon election certification.	PAPER	2 / 2 / DESTROY
		Upon election certification.	ELECTRONIC	4 / 0 / DESTROY
0146 GRIEVANCES				
Files contain documents related to grievances filed by employees resolved at steps 4 and 5. Includes grievance forms, investigative notes, reports, and related correspondence.				
City Clerk		Upon case closure.	PAPER	1 / 2 / DESTROY
		Upon case closure.	ELECTRONIC	3 / 0 / DESTROY
0148 INCORPORATION RECORDS				
Files contain documents related to the City's incorporation.				
City Clerk		KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY
0150 LEGAL – GENERAL				
Files contain documentation on general legal matters not covered elsewhere. Includes subpoenas.				
City Clerk		End of calendar year.	PAPER	2 / 0 / DESTROY
		End of calendar year.	ELECTRONIC	2 / 0 / DESTROY

CITY CLERK RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
0151 ATTORNEY OPINIONS			
Files contain documents related to official and informal positions regarding legal issues affecting City departments. City Clerk	When superseded or obsolete. When superseded or obsolete.	PAPER ELECTRONIC	2 / 0 / DESTROY 2 / 0 / DESTROY
0152 BUILDING CODE BOARD OF APPEALS			
Files contain documents related to request for appeal, Board's Finding and Fact, work papers, and other backup material. City Clerk	After case resolution. After case resolution.	PAPER ELECTRONIC	2 / 3 / DESTROY 5 / 0 / DESTROY
0153 CLAIMS			
Files contain documents related to claims made against the City for property damage. City Clerk	After case resolution. After case resolution.	PAPER ELECTRONIC	2 / 4 / DESTROY 6 / 0 / DESTROY
0154 CONTRACTS AND AGREEMENTS			
Files contain original signed agreements, correspondence, addenda, and insurance certificates as required by the contract/agreement , where the contract/agreement requires action by the City Council . City Clerk	When superseded or obsolete. When superseded or obsolete.	PAPER ELECTRONIC	2 / 3 / DESTROY 5 / 0 / DESTROY
0155 LITIGATION CASE FILES			
Files contain documents related to City action in civil and criminal cases. Includes briefs, pleadings, investigative materials, court proceedings, transcripts, correspondence, exhibits, photographs, and other media. City Clerk	Upon case closure. Upon case closure.	PAPER ELECTRONIC	2 / 4 / DESTROY 6 / 0 / DESTROY
0156 LICENSES AND PERMITS - GENERAL			
Files contain documents related to the application, administration, and cancellation or expiry of licenses and permits. City Clerk	Upon permit expiry or cancellation. Upon permit expiry or cancellation.	PAPER ELECTRONIC	2 / 3 / DESTROY 5 / 0 / DESTROY

CITY CLERK RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
0157 LICENSES AND PERMITS --TAXICAB -- FOR HIRE VEHICLES Files contain documents related to <u>For Hire Vehicles including expired permits, permit renewal applications, receipt of paid fees, insurance certificates, quarterly cab vehicle inspection reports, and correspondence.</u> chauffeur's license or fingerprint card, criminal and driving history of permit owner. City Clerk Upon permit expiry or cancellation. PAPER <u>2-1/0-3/ DESTROY</u> Upon permit expiry or cancellation. ELECTRONIC <u>2-4/0-/ DESTROY</u>			
0159 NONPROFIT GRANTS Files contain documents related to nonprofit grants awarded to various community associations and organizations. City Clerk End of fiscal year PAPER 2-3/ DESTROY End of fiscal year ELECTRONIC 5/0/ DESTROY			
0160 OATHS AND BONDS Files contain documents related to oaths and bonds for elected and appointed officials, boards, commissions, and committees. City Clerk After leaving office. PAPER 1 / 4 / DESTROY After leaving office. <u>ELECTRONIC 5 / 0 / DESTROY</u>			
0166 PROPERTY FILES Files contain documents related to original land sale deeds, easements, entitlement documents, Council actions, and other legal documents. City Clerk KEPT PERMANENTLY PAPER RETAINED PERMANENTLY KEPT PERMANENTLY <u>ELECTRONIC PAPER</u> --- RETAINED PERMANENTLY			
0170 PUBLIC RELATIONS Files contain documents related to the publication of the "City Hall Messenger" and other citizen newsletters/brochures produced by the City Clerk's Office. City Clerk End of calendar year. PAPER 2 / 8 / DESTROY End of calendar year. ELECTRONIC 10 / 0 / DESTROY			
0172 RECORDS MANAGEMENT -- GENERAL Files contain documents of a general nature related to the City's comprehensive records management program. City Clerk End of calendar year. PAPER 2 / 3 / DESTROY End of calendar year. ELECTRONIC 5 / 0 / DESTROY			
0173 CORPORATE RECORDS INVENTORIES Files contain documents related to the development and maintenance of the City's records inventory. The corporate records inventory is also maintained electronically in the Versatile Records Management System. City Clerk KEPT PERMANENTLY PAPER RETAINED PERMANENTLY			

CITY CLERK RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
			<u>KEPT PERMANENTLY</u> ELECTRONIC	RETAINED PERMANENTLY

0177 RECORDS RETENTION AND DISPOSITION CERTIFICATION

Files contain documents related to the development, approval, amendment, and application of the City's Records Retention Schedule and Disposal Certificates.

City Clerk	KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY
	<u>KEPT PERMANENTLY</u>	ELECTRONIC	RETAINED PERMANENTLY

0179 PUBLIC INFORMATION REQUESTS

Files contain documents related to requests for public information.

City Clerk	End of calendar year.	<u>PAPER</u>	<u>2 / 3 / DESTROY</u>
	<u>End of calendar year</u>	ELECTRONIC	5 / 0 / DESTROY

0180 STANDARD OPERATING PROCEDURES (SOP's)

Files contain documents related to the development and publication of City manuals, handbooks, and operating procedures.

City Clerk	When superseded or obsolete.	PAPER	2 / 0 / DESTROY
	When superseded or obsolete.	ELECTRONIC	2 / 0 / DESTROY

CITY MANAGER/HUMAN RESOURCES RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
0200 GENERAL ADMINISTRATIVE FILES				
Files contain documents that require of a general nature received or produced by the City Manager's Office.				
City Manager	End of calendar year.	PAPER		2 / 3 / DESTROY
	End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
0202 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS				
<u>Files contain documents related to major administrative studies and special management project.</u>				
City Manager	When superseded or obsolete.	PAPER		2 / 13 / DESTROY
	When superseded or obsolete.	ELECTRONIC		15 / 0 / DESTROY
0210 EMERGENCY PREPAREDNESS AND RESPONSE				
Files contain documents related to the development of plans to be executed in the case of an emergency, including supporting documentation.				
City Manager	When superseded or obsolete.	PAPER		2 / 0 / DESTROY
	When superseded or obsolete.	ELECTRONIC		2 / 0 / DESTROY
0215 LOBBYIST REPORTS				
Files contain reports made to the City by City-employed lobbyists.				
City Manager	End of calendar year.	PAPER		2 / 3 / DESTROY
	End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
0220 APOC REPORTS				
Files contain reports made to the Alaska Political Office Commission.				
City Manager	End of calendar year.	PAPER		2 / 3 / DESTROY
	End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
0224 CONTRACTS AND AGREEMENTS				
<u>Files contain original signed agreements, correspondence, addenda, and insurance certificates as required by the agreement.</u>				
City Manager	When superseded or obsolete.	PAPER		2 / 3 / DESTROY
	When superseded or obsolete.	ELECTRONIC		5 / 0 / DESTROY

CITY MANAGER/HUMAN RESOURCES RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
<u>0259 NONPROFIT GRANTS</u>					
Files contain documents related to nonprofit grants awarded to various community associations and organizations.					
City Manager		End of fiscal year	PAPER		2 / 3 / DESTROY
		End of fiscal year	ELECTRONIC		5 / 0 / DESTROY
<u>02500 PERSONNEL MANAGEMENT RECORDS - GENERAL</u>					
Files contain general information related to the management of City employees.					
HR		End of calendar year.	PAPER		2 / 3 / DESTROY
		End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
<u>02510 EMPLOYEES - INDIVIDUAL PERSONNEL FILES</u>					
Files contain documents related to official employment history, selection, personnel actions, promotion, -separation, performance appraisals, training certifications, policy acknowledgements.					
HR		Upon employee separation.	PAPER		3 / 3 / DESTROY
<u>02511 EMPLOYEE SERVICE RECORDS</u>					
Files contain service records (dates of service, leave without pay, etc.) of those employees who contributed to the Public Employees Retirement System (PERS). Service records are scanned upon employee separation.					
HR		Upon employee separation.	ELECTRONIC		50 / 0 / DESTROY
<u>02512 EMPLOYEES - MEDICAL RECORDS</u>					
Files contain documents related to illness, medical reports, FMLA, ADA.					
HR		Upon employee separation.	PAPER		3 / 3 / DESTROY
<u>02513 EMPLOYEE HAZMAT EXPOSURE RECORDS</u>					
Files contain documents related to employee exposure to hazardous materials, as required by OSHA.					
HR		Upon case closure.	PAPER		5 / 25 / DESTROY
<u>02514 EMPLOYEE – TRAINING FILES</u>					
Files contain documents related to course descriptions, training dates, and exam results for firefighters and police officers.					
HR		Upon employee separation.	PAPER		6 / 0 / DESTROY

CITY MANAGER/HUMAN RESOURCES RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
02515 EMPLOYEES - I-9 FORMS Files contain documents related to employment eligibility forms for employees hired after November 6, 1986. HR		Upon employee separation.	PAPER		1 / 0 / DESTROY
02517 EMPLOYMENT - EQUAL EMPLOYMENT OPPORTUNITY Files contain documents related to quarterly utilization, compliance, and annual reports, affirmative action plans, and employment statistics. HR		End of calendar year.	PAPER		3 / 3 / DESTROY
02518 EMPLOYEES—CONFIDENTIAL RECORDS Files contain documents related to pre-employment, background check, drug testing, legal actions, garnishments, EEO claims. HR		Upon employee separation.	PAPER		3 / 3 / DESTROY
02519 EMPLOYEES – GRIEVANCE FILES Files contain documents related to grievances resolved at steps 1, 2, or 3. HR		Upon case closure.	PAPER		1 / 2 / DESTROY
02525 INTERNAL REVENUE SERVICE (IRS) REPORTS AND RECONCILIATION Files contain documents related to IRS reports, 1099R and 941 reports. HR		End of calendar year.	PAPER		2 / 3 / DESTROY
02532 JOB DESCRIPTIONS Files contain documents related to specific job responsibilities and duties. HR		When superseded or obsolete.	PAPER		2 / 3 / DESTROY
02535 ORGANIZATIONAL CHARTS Files contain documents related to the City’s corporate structure. HR		When superseded or obsolete.	PAPER		2 / 0 / DESTROY

CITY MANAGER/HUMAN RESOURCES RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
02546 PAYROLL - JOURNALS AND REPORTS Files contain documents related to payroll journals and reports, including timesheets, hours worked, and documentation for accrued/used leave, copies of payroll checks, federal tax payment reports. HR		End of fiscal year.	PAPER ELECTRONIC		3 / 2 / DESTROY 3 / 2 / DESTROY
02560 RECRUITMENT AND SELECTION - OFFICIAL Files contain documents related to job applications, background checks, transcripts, recruitment notices, examinations, test answer sheets, score sheets, results, affidavits of publication and correspondence. Unsolicited job applications will not be retained. HR		Upon case closure.	PAPER		2 / 3 / DESTROY
02565 RETIREMENT Files contain documents related to retirement programs. HR		When superseded or obsolete.	PAPER		3 / 3 / DESTROY
02585 WAGE AND TAX STATEMENTS (W-2 FORMS) Files contain documents related to federal withholding tax statement employer copies, correspondence, and back-up documentation. HR		End of fiscal year.	PAPER		2 / 3 / DESTROY
02590 WORKERS' COMPENSATION Files contain documents related to disability, time loss, and no time loss cases. Documents include OSHA 300 logs and all related documents, reports of injury/illness, medical reports, correspondence, legal filings, compromise and release agreement. HR		End of calendar year.	PAPER		2 / 3 / DESTROY

FINANCE RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years) In Dept / Records Center / Final Disposition
0300 FINANCIAL RECORDS - GENERAL Files contain general financial information not found elsewhere in this section such as work papers, spreadsheets, summaries, receipts, and other data documenting department accounting practices, policies, and procedures. Finance End of fiscal year. End of fiscal year.		PAPER ELECTRONIC	<u>2.5 / 3.5</u> / DESTROY 5 / 0 / DESTROY
0302 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS Files contain documents related to major administrative studies and special management project. Finance <u>When superseded or obsolete.</u> <u>When superseded or obsolete.</u>		PAPER ELECTRONIC	<u>2 / 13</u> / DESTROY <u>15 / 0</u> / DESTROY
0305 ACCOUNTS PAYABLE - VENDOR FILES Files contain documents related to payment for commodities or services. Consists of financial transaction registers, vouchers, delivery orders, purchase orders, logs, supply requisitions, advertising orders, invoices. Finance End of fiscal year.		PAPER	2 / 3 / DESTROY
0310 ACCOUNTS RECEIVABLE - GENERAL Files contain general information related to the billing of accounts not found elsewhere. Finance End of fiscal year. <u>Account closed with \$0 balance.</u>		PAPER	2 / 5 / DESTROY
0312 ACCOUNTS RECEIVABLE - AMBULANCE SERVICES Files contain documents related to billing for the City's ambulance service. Finance End of fiscal year. <u>Account closed with \$0 balance.</u>		PAPER	2 / 5 / DESTROY
0314 ACCOUNTS RECEIVABLE - HARBOR Files contain documents related to the billing of Harbor services and adjustments. Finance End of fiscal year. <u>Account closed with \$0 balance.</u>		PAPER	2 / 5 / DESTROY
0316 ACCOUNTS RECEIVABLE - SALES TAX Files contain documents related to City sales tax returns. Finance End of fiscal <u>calendar</u> year.		PAPER	42 / 5 / DESTROY

FINANCE RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)	In Dept / Records Center / Final Disposition
0317 SALES TAX-RECOVERY					
Files that have been moved from accounts receivable sales tax with an outstanding balance at the end of the calendar year and/or may be turned over to collections.					
Finance		Account closed at \$0, upon collection.	PAPER	4 / 5 / DESTROY	
0318 ACCOUNTS RECEIVABLE - UTILITY					
Files contain documents related to the billing of utilities.					
Finance		End of fiscal year.	PAPER	2 / 5 / DESTROY	
0319 DAILY CASH RECEIPTS					
Files contain documents related to the receipt of payment for City services.					
Finance		End of fiscal year.	PAPER	2 / 5 / DESTROY	
0320 BANKING - GENERAL					
Files contain documents related to bank transactions for revenue and payments including: bank statements, deposit slips, wire transfers, agent fees, transmittal of receipts, savings account data, debt service payments and collected monies.					
Finance		End of fiscal year.	PAPER	2 / 3 / DESTROY	
0324 BANKING - SIGNATURE CARDS					
Files contain documents related to banking signature cards.					
Finance		When superseded or obsolete.	PAPER	2 / 3 / DESTROY	
0330 BONDS RECORDS					
Files contain documents related to cancelled/redeemed bonds/coupons documenting proof of issuance and payments to individual bondholders.					
Finance		Upon completion of audit and expiration of final bond maturity.	PAPER	2 / 45 / DESTROY	
0332 BONDS REGISTERS					
Files contain documents related to bonds registers.					
Finance		When superseded, obsolete or expired.	PAPER	2 / 18 / DESTROY	

FINANCE RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
0340 BUDGET - GENERAL Files contain documents related to the preparation of the City's budget prior to presentation to the City Council. Finance End of fiscal year.		PAPER	2 / 3 / DESTROY
0342 BUDGET - APPROVED Files contain documents related to the development of operating and capital budgets. Includes budget instructions, submissions, backup documentation, cost allocations, annual estimates of revenue, and amendments. Finance	KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY
0344 BUDGET - AUDITS Files contain documents related to budget audit papers. Finance	KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY
0352 FINANCIAL REPORTS Files contain documents related to annual reports prepared by the Finance Department, activities and balances, routine status reports prepared on a regular or ad-hoc basis. Finance		PAPER	2.5 / 4.5 / DESTROY
0355 FIXED ASSETS Files contain documents related to inventories of City-owned assets, location, purchasing information, tag number, transfer and deletion. Finance	Upon completion of asset disposal.	PAPER	2 / 3 / DESTROY
0360 FORECLOSURE FILES Files contain documents related to foreclosures and delinquency reports, billings, petition for judgment, certified mailings and certificate of redemption. Finance	Upon redemption or repurchase or final disposition of property.	PAPER	2 / 10 / DESTROY
0365 GRANTS Files contain documents related to receipt of State or federal monies and consists of applications, copy of notification of grant award, agreement, special conditions, fiscal reports, closeout documents, reports (audit, status, progress, compliance) and correspondence. Finance	Upon completion of audit or as required by grant agreement.	PAPER	2.5 / 3.5 / DESTROY

FINANCE RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
0370 INSURANCE POLICIES AND ENDORSEMENTS Files contain documents related to insurance policies and endorsements, bonds, riders, and correspondence. Finance		Upon policy expiration.	PAPER		2 / 48 / DESTROY
0371 INSURANCE - ACCIDENTS AND INJURIES Files contain documents related to accident reports, medical evaluations, public safety officer reports, time loss reports, and other documentation related to injuries sustained by non-employees on City-owned properties. Finance		Upon claim settlement.	PAPER		2 / 4 / DESTROY
0372 INVESTMENT RECORDS Files contain documents related to the City's investment records. Finance		KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY
0375 LEDGERS AND JOURNALS Files contain documents related to original journal entries in hardcopy or electronic form . Finance		End of fiscal year.	PAPER ELECTRONIC		2 / 3 / DESTROY 2 / 3 / DESTROY
0382 PROCUREMENT RECORDS, GREATER THAN \$10,000 Files contain documents related to purchase of good and services, such as purchase orders, bid specifications, request for proposals, price quotations, contracts, leases, and delivery orders in amounts greater than \$10,000. Finance		Contract execution or cancellation of procurement.	PAPER		2 / 3 / DESTROY
0385 SALES TAX Files contain documents related to sales tax quarterly reports and exemptions. Finance		End of fiscal calendar year.	PAPER		2-45 / 3-5 / DESTROY
0387 PROPERTY TAX ASSESSMENT REPORTS Files contain documents related to the certified assessed value of properties within the City limits. Finance		KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY

FINANCE RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
0388 SPECIAL ASSESSMENT ROLLS					
Files contain documents related to special assessments.					
Finance		KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY
<u>0390 CLAIMS</u>					
Files contain documents related to claims made against the City for property damage.					
Finance		After case resolution.	PAPER		2 / 4 / DESTROY

INFORMATION TECHNOLOGY RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
0400 COMPUTER SYSTEMS SERVICES – GENERAL ACTIVITIES			
Files contain documents related to general information on computer software and hardware.			
IT		PAPER	2 / 3 / DESTROY
		ELECTRONIC	2 / 3 / DESTROY
0410 COMPUTER SYSTEMS DOCUMENTATION FILES			
Files contain documents related to documentation for application software licenses/agreements used in the City.			
IT		PAPER	1 / 0 / DESTROY
		ELECTRONIC	1 / 0 / DESTROY
0420 SERVICES REQUESTS			
Files contain documents related to computer services requests:			
IT	End of calendar year.	PAPER	5 / 0 / DESTROY
		ELECTRONIC	5 / 0 / DESTROY
0440 HARDWARE AND SOFTWARE INVENTORIES			
Files contain documents related to computer hardware and software inventories.			
IT	When superseded or obsolete.	PAPER	5 / 0 / DESTROY
		ELECTRONIC	5 / 0 / DESTROY
0460 SERVER DISASTER RECOVERY PLAN			
Files contain documents related to server disaster recovery plan.			
IT	When superseded or obsolete.	PAPER	1 / 0 / DESTROY
		ELECTRONIC	1 / 0 / DESTROY
0470 BACKUP FILES			
Files contain documents related to system backups. NOTE: Backup tapes are stored offsite for security.			
IT	End of calendar year.	ALL	1 / 0 / DESTROY

ENGINEERING RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
1000 ENGINEERING RECORDS – GENERAL			
Files contain correspondence of a general nature not related to a specific project.			
Engineering	End of calendar year.	PAPER	2 / 3 / DESTROY
	End of calendar year.	ELECTRONIC	5 / 0 / DESTROY
1020 PROJECTS			
Files contain documents related to various engineering projects files, including capital improvements, such as construction, design, bids, evaluations, correspondence documenting solicitation, selection, award/administration of contracts and professional services agreements, accounting information, contract modifications and correspondence related to a specific project, water, and sewer.			
Engineering	When superseded or obsolete Upon completion of project or final bond maturity	PAPER	06 / 20 / DESTROY
1030 PLANS, MAPS AND DRAWINGS			
Files contain Master set of all City plans and specifications, maps and drawings. Electronic set of maps and drawing maintained electronically in the Engineering Dept. AutoCAD system.			
Engineering	When superseded or obsolete.	PAPER	0 / 2 / DESTROY

FIRE PREVENTION AND EMERGENCY SERVICES RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
2000 FIRE AND RESCUE - GENERAL			
Files contain general correspondence related to fire and rescue.			
Fire		PAPER	2 / 3 / DESTROY
		ELECTRONIC	5 / 0 / DESTROY
2005 DAILY LOGS			
Files contain documents related to daily logs of all ambulance and fire calls. <u>NOTE: Official information is maintained in the FirePrograms software.</u>			
Fire		ELECTRONIC	1 / 0 / DESTROY
2010 EMERGENCY MEDICAL SERVICES/PATIENT CARE REPORTS			
Files contain documents related to the provision of ambulance services including record of patient treated, copy of supplies used in treatment, copy of treatment record. <u>NOTE: Information is also stored in the Aurora database.</u>			
Fire		PAPER	2 / 18 / DESTROY
		ELECTRONIC	20 / 0 / DESTROY
2015 FIRE APPARATUS AND EQUIPMENT			
Files contain documents related to maintenance, inspections, and testing of apparatus. <u>NOTE: Official information is maintained in the FirePrograms software.</u>			
Fire		PAPER	1 / 0 / DESTROY
		<u>Until the piece of equipment is decommissioned.</u>	When superseded or obsolete.
		DESTROY	ELECTRONIC 1 / 0 /
2020 FIRE HYDRANT TESTING			
Files contain documents related to individual fire hydrants in service. Data may include make, model, size, and flow data. <u>NOTE: Official information is maintained in the FirePrograms software.</u>			
Fire		PAPER	1 / 0 / DESTROY
		<u>Until the piece of equipment is decommissioned.</u>	When superseded or obsolete.
		DESTROY	ELECTRONIC 1 / 0 /

FIRE PREVENTION AND EMERGENCY SERVICES RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)	In Dept / Records Center / Final Disposition
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2025 FIRE INSPECTION FILES

Files contain documents related to fire safety inspection before and after building construction is completed. May include building plans used in inspection/approval process detailing fire detection specifications or other Fire Safety Code compliance requirements. Also includes complaints filed. [NOTE: Official information is maintained in the FirePrograms software.](#)

Fire	Upon building disposal.	PAPER	1 / 0 / DESTROY	
	Upon building disposal.	ELECTRONIC	1 / 0 / DESTROY	

2030 NATIONAL FIRE INCIDENT REPORTING SYSTEM REPORTS

Files contain documents related to fire department investigations of suspicious or incendiary fires and required by the National Fire Incident Reporting Systems (NFIRS). May include reports, evidence (photographs, video cassettes, CDs), memoranda, diagrams, and correspondence regarding fire, rescue, and/or hazardous materials. [NOTE: Official information is maintained in the FirePrograms software.](#)

Fire	Upon case closure.	PAPER	2 / 18 / DESTROY	
		ELECTRONIC	20 / 0 / DESTROY	

2035 FIRE PERMITS

Files contain documents related to applications and permits issued by the Kodiak Fire Department. May include open burn, explosive transport, and fireworks permits.

Fire	Upon permit expiry or cancellation	ELECTRONIC	1 / 0 / DESTROY	
	End of calendar year.	PAPER	1 / 0 / DESTROY	

2050 COMPLAINT FILES

Files contain documents related to general complaints involving the Fire Department, but not relating to occupancy or fire code complaints.

Fire	End of calendar year.	PAPER	1 / 0 / DESTROY	
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2055 FIREFIGHTERS - MEDICAL FITNESS FILES

Files contain documents related to ~~medical~~ [fitness](#) information on each employee including annual physical, current shot record, notes from doctors, etc.

Fire	Upon employee separation.	PAPER	0 / 0 / TRANSFER TO HR	
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2060 FIREFIGHTERS - TRAINING FILES

Files contain documents related to course descriptions, training dates, and exam results. [NOTE: Official information is maintained in the FirePrograms software.](#)

Fire	Upon employee separation.	PAPER	0 / 0 / TRANSFER TO HR	
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FIRE PREVENTION AND EMERGENCY SERVICES RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
2070 HAZARDOUS COMMUNICATIONS REPORTS			
Files contain reports related to the response and handling of hazardous material used at the station or encountered at a job site by the Kodiak Fire Department, including Material Safety Data Sheets .			
Fire	End of calendar year <u>When superseded or obsolete.</u>	PAPER	2 / 28 / DESTROY
2090 PROJECT FILES			
Files contain documents related to current and new projects such as Ride-Along Program.			
Fire	Upon project completion.	PAPER	2 / 0 / DESTROY
2080 SAFETY DATA SHEETS			
Files contain Safety Data Sheets (SDS) for all hazardous materials used in the department or encountered at a job site.			
Fire	When superseded or obsolete	PAPER	2 / 28 / DESTROY
	When superseded or obsolete	ELECTRONIC	30 / 0 / DESTROY

HARBOR AND CARGO RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
				In Dept / Records Center / Final Disposition
3000 HARBORMASTER RECORDS - GENERAL				
Files contain general documentation relating to harbormaster activity.				
Harbor and Cargo	End of calendar year.	PAPER		2 / 3 / DESTROY
	End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
3005 ELECTRICAL UTILITY				
Files contain documents related to electrical usage for customers, monthly meter readings, amount consumed, owner and slip number to be charged, billing statement, as well as maintenance and repairs.				
Harbor and Cargo	End of fiscal year.	PAPER		2 / 5 / DESTROY
3010 CARGO BILLING				
Files contain documents related to cargo billing such as wharfage, dockage, cruise ships, office space, storage space, easement, and van row storage.				
Harbor and Cargo	End of fiscal year.	PAPER		2 / 5 / DESTROY
3015 CITATIONS				
Files contain documents related to citations issued by Harbor Officers.				
Harbor and Cargo	End of fiscal year.	PAPER		2 / 5 / DESTROY
3025 EQUIPMENT REPAIR AND MAINTENANCE				
Files contain documents related to repair and maintenance of harbor and cargo equipment.				
Harbor and Cargo	Upon equipment disposal.	PAPER		0 / 0 / DESTROY
3027 MATERIAL SAFETY DATA SHEETS				
Files contain Material Safety Data Sheets (MSDS) for all hazardous materials used in the department or encountered at a job site.				
Harbor and Cargo	End of calendar year	When superseded or obsolete.		PAPER 2 / 28 / DESTROY
		When superseded or obsolete		ELECTRONIC 30 / 0 / DESTROY
3030 FACILITIES MAINTENANCE				
Files contain documents related to the maintenance of harbor and cargo buildings, warehouses, storage sheds, and parking lots.				
Harbor and Cargo	Upon facility disposal or demolition.	PAPER		0 / 0 / DESTROY
3035 HARBOR BILLING				
Files contain documents related to harbor billing, such as exclusive docking, transitory docking, waste disposal, and net repairs.				
Harbor and Cargo	End of fiscal year.	PAPER		2 / 5 / DESTROY

HARBOR AND CARGO RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
3037 SHIPYARD BILLING			

Files contain documents related to boatyard billing, such as user and vendor invoices, use agreements, maintenance and repairs. Harbor and Cargo End of fiscal year PAPER 2 / 5 / DESTROY

3040 HARBOR STAFF PERSONNEL FILES

Files contain documents related to harbor officer training. Harbor and Cargo Upon employee separation. PAPER 0 / 0 / TRANSFER TO HR

3045 INCIDENT REPORTS

Files contain documents related to complaints, investigation reports, follow up, damages awarded and paid, final disposition and correspondence. Harbor and Cargo End of fiscal calendar year. PAPER 2 / 5 / DESTROY

3055 MARITIME LIENS

Files contain documents related to liens filed against delinquent vessel owner, records of how much is owed, and payment schedules. Harbor and Cargo Upon satisfaction of lien. PAPER 2 / 5 / DESTROY

3060 PORT AND HARBOR ADVISORY BOARD PROJECT FILES

Files contain documents related to projects resulting from requests made by the port and harbor advisory board including studies, plans. Also included are audio-tapes of Board meetings. Harbor and Cargo Upon project completion. PAPER 2 / 0 / DESTROY ELECTRONIC 2 / 0 / DESTROY

3065 VESSELS - EXCLUSIVE

Files contain documents related to the exclusive use of a slip by a particular vessel. Harbor and Cargo Upon vacation of slip. PAPER 2 / 5 / DESTROY

3070 VESSELS - HISTORICAL

Files contain historical documentation related to all vessels having docked in Kodiak. The file is flagged as historical once it is known it has been destroyed or sunk. Harbor and Cargo Upon vessel disposal. PAPER 2 / 0 / DESTROY

3075 VESSELS - LOGS

Files contain documents related to daily logs of slip or dock vessels. Harbor and Cargo End of fiscal year. PAPER 2 / 5 / DESTROY

Attachment to Res. No. 2014-36

HARBOR AND CARGO RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)	In Dept / Records Center / Final Disposition
3080 VESSELS - TRANSIENT					
Files include documents related to transient vessels.					
Harbor and Cargo		<u>Two years after account inactivity.</u>	<u>Upon account inactivity.</u>	PAPER	2 / 5 / DESTROY
<u>3090 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS</u>					
Files contain documents related to major administrative studies and special management projects					
Harbor and Cargo		When superseded or obsolete.	PAPER	2 / 13 / DESTROY	
		When superseded or obsolete.	ELECTRONIC	15 / 0 / DESTROY	

LIBRARY RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
4000 LIBRARY SERVICES - GENERAL			
Files contain general correspondence, public relations material related to Library activities. NOTE: Files and correspondence relating to the Kodiak Public Library Association are excluded from this records schedule, as they are private records, not City records.			
Library		PAPER	2 / 3 / DESTROY
		ELECTRONIC	5 / 0 / DESTROY
4005 ACCESSION AND DISPOSAL RECORDS			
Files contain documents related to Library accessions and may include date purchased/amount, publisher, classification code, detailed descriptions, artifact care data, etc. NOTE: Official information is maintained in the SIRSI Library automated system.			
Library		ELECTRONIC	2 / 0 / DESTROY
4015 AID AND GRANTS APPLICATIONS			
Files contain documents related to Library applications for various grants and aid.			
Library		PAPER	2 / 0 / DESTROY
4020 CIRCULATION RECORDS - GENERAL			
Files contain documents related to circulation management. NOTE: Official information is maintained in the SIRSI Library automated system.			
Library		ELECTRONIC	2 / 0 / DESTROY
4022 CIRCULATION RECORDS - INTERLIBRARY LOANS			
Files contain documents related to patron's check-out of books, magazines, tapes, etc., from another library. NOTE: Official information is maintained in the SIRSI Library automated system.			
Library		ELECTRONIC	2 / 0 / DESTROY
4024 CIRCULATION RECORDS - PATRON FILES			
Files contain documents related to applications for library cards. Patron information is maintained electronically in SIRSI Library automated system.			
Library		PAPER	2 / 0 / DESTROY
		ELECTRONIC	2 / 0 / DESTROY
4040 STATE LIBRARY REPORTS			
Files contain documents related to annual statistical reports showing the hours of operation, volume of collection, staffing levels, number of items circulated, budget, expenditures, etc.			
Library		PAPER	RETAINED PERMANENTLY
			RETAINED PERMANENTLY

LIBRARY RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)	In Dept / Records Center / Final Disposition
4045 LIBRARY PERSONNEL <u>TRAINING FILES</u>					
Files contain documents related to training and certificates of Library personnel.					
Library		Upon employee separation.	PAPER	0 / 0 /	TRANSFER TO HR
4050 HISTORICAL FILES					
Files contain documents of historical interest to the City.					
Library		KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY
<u>4080 SAFETY DATA SHEETS</u>					
Files contain <u>Safety Data Sheets (SDS)</u> for all hazardous materials used in the department or encountered at a job site.					
Library		When superseded or obsolete	PAPER	2 / 28 /	DESTROY
		When superseded or obsolete	ELECTRONIC	30 / 0 /	DESTROY

PARKS AND RECREATION RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
5000 PARKS AND RECREATION SERVICES – GENERAL			
Files contain general information on park and recreation services.			
Parks and Recreation	End of calendar year.	PAPER	2 / 3 / DESTROY
	End of calendar year.	ELECTRONIC	5 / 0 / DESTROY
5005 CEMETERIES			
Files contain documents related to the maintenance of City cemeteries.			
Parks and Recreation	KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY
5010 PARK PLANNING FILES			
Files contain documents related to the development of new parks.			
Parks and Recreation	KEPT PERMANENTLY <u>When superseded or obsolete.</u>	PAPER	RETAINED PERMANENTLY <u>5 / 0 / DESTROY</u>
5030 RECREATION FACILITY RECORDS			
Files contain documents related to recreation facilities maintenance, compliance and monitoring of municipal facilities, including community recreation buildings, pools, ice skating rinks, arenas, and athletic fields. Files contain inspection certifications, use permits, facility applications, and licenses.			
Parks and Recreation	End of calendar year.	PAPER	2 / 8 / DESTROY
5035 MATERIAL SAFETY DATA SHEETS			
Files contain Material Safety Data Sheets (MSDS) for all hazardous materials used in the department or encountered at a job site.			
Parks and Recreation	End of calendar year <u>When superseded or obsolete</u>	PAPER	2 / 28 / DESTROY
	<u>When superseded or obsolete</u>	ELECTRONIC	<u>30 / 0 / DESTROY</u>
5040 RECREATION PROGRAM RECORDS			
Files contain documents related to programs and activities sponsored or developed by the Parks & Recreation Department. Included are sports programs, arts, charitable events, day camps, luncheons, and picnics. Documents may consist of player rosters, sponsor forms, practice notices, schedules, tournament seedings, permission slips, drop out forms, worker lists, brochures, flyers, and correspondence.			
Parks and Recreation	End of calendar year.	PAPER	2 / 0 / DESTROY
	<u>End of calendar year.</u>	ELECTRONIC	<u>2 / 0 / DESTROY</u>

PARKS AND RECREATION RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
5050 PARKS AND RECREATION PERSONNEL TRAINING FILES Files contain documents related to training and certificates of Parks and Recreation Employees. Parks and Recreation Upon employee separation.			PAPER	0 / 0 / TRANSFER TO HR	

POLICE DEPARTMENT RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
6000 POLICE RECORDS - GENERAL Files contain general correspondence related to police services, including home and business security checks. Police End of calendar year. End of calendar year.			PAPER ELECTRONIC		2 / 3 / DESTROY 5 / 0 / DESTROY
<u>6002 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS</u> Files contain documents related to major administrative studies and special management project. Police When superseded or obsolete. When superseded or obsolete.			PAPER ELECTRONIC		<u>2 / 13 / DESTROY</u> <u>15 / 0 / DESTROY</u>
6005 ANIMAL CONTROL Files contain documents related to licenses, description of animal, notification to owner, certification of ownership, owner claims, release of animal data. Police End of calendar year.			PAPER		3 <u>1</u> / 0 / DESTROY
<u>6006 ANIMAL CONTROL</u> Files contain documents related to licenses and owner of animal. Police End of calendar year.			ELECTRONIC		<u>4 / 0 / DESTROY</u>
6010 RECEIPTS Files contain bail and other receipts, deposit books, and related documents. Police End of calendar year			PAPER		1 <u>2</u> / 0 / DESTROY
6017 CITATIONS Files contain documents related to parking citations issued, action taken, disposition, receipt and correspondence. Police End of calendar year <u>Upon case closure.</u>			PAPER		1 / 0 / DESTROY
6025 CONFIDENTIAL INFORMANT FILES Files contain documents related to police informants. Police When informant becomes inactive or upon inactivity.			PAPER		0 <u>5</u> / 0 / DESTROY <u>at KPD</u>

POLICE DEPARTMENT RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
6030 DISPATCH Files contain documents related to daily recordings of all incoming/outgoing calls received by dispatchers, radio logs, station logs, dispatcher notebooks. Police			
		End-of-calendar year <u>Upon completion of log or notebook.</u> End-of-calendar year <u>Upon completion of log or notebook</u>	PAPER 1 / 2 / DESTROY ELECTRONIC 3 / 0 DESTROY
6035 EQUIPMENT/SUPPLY INVENTORY Files contain documents related to various equipment, such as ammunition, weapons, dress uniforms, etc. Police	When superseded or obsolete. When superseded or obsolete.	PAPER ELECTRONIC	0 / 0 / DESTROY 0 / 0 / DESTROY
6037 MATERIAL SAFETY DATA SHEETS Files contain Material Safety Data sheets for all hazardous materials handled by or stored in the department. Police	End-of-calendar year <u>When superseded or obsolete.</u>		PAPER 2 / 28 / DESTROY
6040 FIELD INTERVIEW CARDS Files contain documents related to name and identifier data of interviewee such as height, weight, tattoos, scars, etc. Police	End-of-calendar year.	PAPER ELECTRONIC	0 / 0 / SCAN, DESTROY PAPER RETAINED PERMANENTLY
6050 ADMINISTRATIVE INVESTIGATIONS Files contain documents related to investigations of complaints of alleged officer misconduct. May include reports, correspondence, statements, investigation documentation, findings, and disposition. Police	Upon employee separation.	PAPER	2 <u>6</u> / 4 <u>0</u> / DESTROY <u>at KPD</u>
6060 JAIL RECORDS Files contain documents related to inmate health screening reports, medical treatment, discipline reports, criminal remand, ICE reports, prisoner information cards, and currency ledgers. Police <u>Jail</u>	Upon death, deportation or no contact after 10 years.	PAPER ELECTRONIC	0 / 0 / DESTROY 0 / 0 / DESTROY

POLICE DEPARTMENT RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
6062 JAIL ACTIVITY LOGS Files contain logs of activities involving jail inmates. Police <u>Jail</u> End-of-calendar-year <u>When superseded or obsolete.</u> End-of-calendar-year.					PAPER 10 / 0 / DESTROY ELECTRONIC 10/0/DESTROY
6063 JAIL LOGS—OTHER Files contain logs of clothing distribution, visitors, <u>contraband, hazardous items, etc.</u> Police <u>Jail</u> End-of-calendar-year.			PAPER ELECTRONIC		2-1/0 / DESTROY 2/0/DESTROY
6070 LICENSES - CHAUFFEUR Files contain documents related to application, copy of license issued, fingerprinting record, and correspondence. Police <u>Upon permit expiry or cancellation.</u> End-of-calendar-year.					PAPER 2 / 0 / DESTROY
6075 LICENSES & PERMITS—OTHER Files contain documents related to application, copy of license issued, fingerprinting record (if required), and correspondence. May include catering permits, private detective permits, etc. Police End-of-calendar-year.					2/0/DESTROY
6077 LICENSES—FOR HIRE DISPATCH SERVICE Files contain documents related to permits, copy of dispatch rules, hours of operations, chauffeur's license or fingerprint card of owners. Police Upon permit expiry or cancellation.					2/0/DESTROY
6080 POLICE PERSONNEL - MEDICAL FILES Files contain documents related to medical forms, psychological evaluations. Police Upon employee separation.					0 / 0 / TRANSFER TO HR
6082 POLICE PERSONNEL - PERSONNEL FILES Files contain documents related to oath of office, law enforcement code of ethics, employee sign-in form, picture, badge and photo, letter of resignation, drug test consent, Police Academy correspondence, background checks, etc. Police Upon employee separation.					0 / 0 / TRANSFER TO HR

POLICE DEPARTMENT RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
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6090 POLICE INVESTIGATIVE FILES

Files contain documents related to all crimes and complaints investigated by the Police Department, including reports, follow up, property records; arrest, court, processing, disposition, consent to search documents, witness/Miranda rights statements, motor vehicle accidents.
 Police Upon case closure. PAPER ~~1~~2 / 0 / SCAN, DESTROY PAPER

6091 POLICE INVESTIGATIVE FILES

Files contain documents related to all crimes and complaints investigated by the Police Department, including reports, follow up, property records; arrest, court, processing, disposition, consent to search documents, witness/Miranda rights statements, motor vehicle accidents.
 Police Upon case closure. ELECTRONIC 99 / 0 / DESTROY

PUBLIC WORKS RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition		
7000 PUBLIC WORKS – GENERAL			
Files contain general correspondence related to public works activities.			
Public Works		PAPER	2 / 3 / DESTROY
		ELECTRONIC	5 / 0 / DESTROY
7002 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS			
Files contain documents related to major administrative studies and special management projects (including property appraisals).			
Public Works		PAPER	2 / 13 / DESTROY
		ELECTRONIC	15 / 0 / DESTROY
7003 PROJECT CORRESPONDENCE			
Files contain correspondence related to current projects.			
Public Works		PAPER	2 / 0 / DESTROY
		<u>ELECTRONIC</u>	<u>2 / 0 / DESTROY</u>
7005 AIRPORTS			
Files include documents related to the maintenance of City-owned airports.			
Public Works		PAPER	2 / 18 / DESTROY
<u>7006 AIRPORT LEASES</u>			
Files contain original signed agreements, correspondence, addenda, and insurance certificates as required by the lease.			
Public Works		PAPER	2 / 5 / DESTROY
7010 COMPLAINTS/NOTIFICATION OF HAZARDS			
Files contain documents related to complaints, including caller, nature of call, disposition of call, final resolution.			
Public Works		PAPER	2 / 3 / DESTROY
		ELECTRONIC	2 / 3 / DESTROY
7015 PUBLIC WORKS PERSONNEL TRAINING FILES			
Files contain records related to training and certification of Public Works Department personnel.			
Public Works		PAPER	0 / 0 / TRANSFER TO HR

PUBLIC WORKS RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
7030 ENCROACHMENT PERMITS Files contain documents related to encroachment permits issued by the Public Works Department. Public Works		Upon permit expiry or cancellation.	PAPER		2 / 4 / DESTROY
7040 EQUIPMENT RECORDS Files contain documents related to repair and maintenance records of all City-owned vehicles, including correspondence, damage/accident reports, checklists, inspection, service, and maintenance. Public Works		Upon equipment disposal. Upon equipment disposal.	PAPER ELECTRONIC		2 / 0 / DESTROY 2 / 0 / DESTROY
7042 MATERIAL SAFETY DATA SHEETS Files contain Material Safety Data Sheets (MSDS) for all hazardous material used in the department or encountered at a job site. Also includes inventory lists (by calendar year) of all hazardous material used by the department throughout the year. Public Works		When superseded or obsolete. <u>When superseded or obsolete.</u>	PAPER <u>ELECTRONIC</u>		2 / 28 / DESTROY <u>20 / 0 / DESTROY</u>
7045 FUEL LOGS Files contain documents related to the amount of fuel used by City-owned vehicles. Public Works		End of calendar year. End of calendar year.	PAPER ELECTRONIC		2 / 5 / DESTROY 2 / 5 / DESTROY
7060 <u>WATERSHED, RESERVOIRS, AND DAMS</u> Files contain documents related to the construction and/or maintenance of dams and reservoirs <u>the City's watershed, reservoirs, and dams.</u> Public Works		When superseded or obsolete. <u>When superseded or obsolete.</u>	PAPER <u>ELECTRONIC</u>		2 / 18 / DESTROY <u>20 / 0 / DESTROY</u>
7065 STREETS Files contain documents related to the construction and/or maintenance of City streets. Public Works		End of calendar year. <u>End of calendar year.</u>	PAPER <u>ELECTRONIC</u>		2 / 18 / DESTROY <u>20 / 0 / DESTROY</u>

PUBLIC WORKS RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
7070 WASTEWATER COLLECTION Files contain documents related to wastewater collection, including correspondence, reports, and studies. Public Works		Upon equipment disposal.	PAPER	2 / 0 / DESTROY	
7080 WATER DISTRIBUTION Files contain documents related to the construction and/or maintenance of the water distribution system. Public Works		When superseded or obsolete.	PAPER	2 / 18 / DESTROY	

BUILDING SERVICES RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	Retention (in years)	In Dept / Records Center / Final Disposition
7100 BUILDINGS - GENERAL					
Files contain general information regarding building services.					
Building Services		End of calendar year End of calendar year.	PAPER ELECTRONIC	2 / 3 / DESTROY 5 / 0 / DESTROY	
7120 BUILDINGS - STREET FILES					
Files contain documents related to applications, copy of permit, maps, site plans, specifications, drawings, engineer/architect's certification, as built, inspection reports, etc.					
Building Services		Upon destruction of all structures on the lot.	PAPER <u>ELECTRONIC</u>	1 / 5 / DESTROY <u>6 / 0 / DESTROY</u>	
7125 BUILDINGS – OVERSIZED PLANS					
Files contain oversized site plans, maps, drawings related to street files.					
Building Services		Upon destruction of all structures on the lot.	PAPER <u>ELECTRONIC</u>	1 / 5 / DESTROY <u>6 / 0 / DESTROY</u>	

WATER AND WASTEWATER TREATMENT PLANT RECORDS

Record Series/Subject Description	Record Series Owner	Folder Closure Criteria	Media Type of Master Record	In Dept / Records Center / Final Disposition	Retention (in years)
7230 WASTEWATER - GENERAL Files contain general information related to wastewater.	WWTP	End of calendar year.	PAPER		2 / 3 / DESTROY
		End of calendar year.	ELECTRONIC		5 / 0 / DESTROY
7232 WWTP PERSONNEL FILES Files contain documents related to training and certification Water and Wastewater Treatment Plant employees.	WWTP	Upon employee separation.	PAPER		0 / 0 / TRANSFER TO HR
7235 WASTEWATER PUMP STATION COLLECTION Files contain documents related to wastewater pump stations.	WWTP	Upon equipment disposal.	PAPER		2 / 0 / DESTROY
7237 WASTEWATER – SLUDGE/SEPTIC COLLECTION Files contain documents related to the collection of sludge and septic collection from third-party vendors.	WWTP	End of calendar year.	PAPER		25 / 35 / DESTROY
7240 WASTEWATER - EQUIPMENT MAINTENANCE AND REPAIRS Files contain documents related to record of work performed and completed on individual equipment.	WWTP	Until equipment is replaced, superseded or obsolete.	PAPER		2 / 0 / DESTROY
7250 MATERIAL SAFETY DATA SHEETS Files contain Materi Safety Data Sheets (M SDS) for all hazardous material used in the department or encountered at a job site. Also includes inventory lists (by calendar year) of all hazardous material used by the department throughout the year.	WWTP	When superseded or obsolete. <u>When superseded or obsolete.</u>	PAPER <u>ELECTRONIC</u>		2 / 28 / DESTROY <u>30 / 0 / DESTROY</u>
7260 WASTEWATER - TREATMENT Files contain documents related to wastewater treatment such as wastewater testing and analysis, EPA discharge monitoring reports, EPA inspection reports, laboratory quality assurance and quality control.	WWTP	KEPT PERMANENTLY	PAPER		RETAINED PERMANENTLY

WATER AND WASTEWATER TREATMENT PLANT RECORDS

Record Series/Subject Description	Folder Closure Criteria	Media Type of Master Record	Retention (in years)	In Dept / Records Center / Final Disposition
7270 WATER TREATMENT - GENERAL Files contain general information regarding water treatment. WWTP	End of calendar year.	PAPER	2 / 8 / DESTROY	
7275 WATER TREATMENT - CONSUMER CONFIDENCE REPORTS Files contain documents related to consumer confidence reports. WWTP	KEPT PERMANENTLY	PAPER	RETAINED PERMANENTLY 5 / 0 / DESTROY	
7277 WATER TREATMENT – REPORTS AND SURVEYS Files contain documents related to water treatment reports and surveys. WWTP	End of calendar year.	PAPER	10 / 15 / DESTROY	
7280 WATER TREATMENT - EQUIPMENT MAINTENANCE AND REPAIRS Files contain documents related to the maintenance and repairs to the water treatment equipment. WWTP	Upon equipment disposal.	PAPER	2 / 0 / DESTROY	
7290 WATER TREATMENT – <u>CHEMICAL ANALYSIS TESTING</u> Files contain documents related to record of <u>water</u> chemical testing and analysis conducted on water system. Records may include, but are not limited to, laboratory certificates of analysis; microbiological chemical; sample analysis such as <u>disinfectant residual; disinfectant by products; nitrate; asbestos; VOC; SOC; TTHM; HAA5; Radionuclides; inorganics; and other result reports; water supply summary sheet; monthly water quality logs; chain of custody forms; and lead/copper/nitrate results <u>Lead and Copper, and other chemical analysis.</u> WWTP</u>	End of calendar year.	PAPER	10 5 / 10 / DESTROY.	
<u>7291 WATER TREATMENT – MICROBIOLOGICAL ANALYSIS TESTING</u> Files contain documents related to record of water testing and analysis conducted on water system. Records include microbiological analysis, proficiency testing, study results and miscellaneous testing, i.e. pH, swimming pool analysis, hardness, ammonia, iron, free or total chlorine residual. <u>NOTE: Notification of destruction published mandatory.</u> WWTP	End of calendar year.	PAPER	5 / 0 / DESTROY	

WATER AND WASTEWATER TREATMENT PLANT RECORDS

Record Series/Subject Description	Retention (in years)
Record Series Owner	In Dept / Records Center / Final Disposition
Folder Closure Criteria	Media Type of Master Record

7292 ADMINISTRATIVE STUDIES AND SPECIAL PROJECTS

Files contain documents related to major administrative studies and special management projects.

WWTP	When superseded or obsolete.	PAPER	2 / 13 / DESTROY
	When superseded or obsolete.	ELECTRONIC	15 / 0 / DESTROY

7293 QUALITY ASSURANCE PLAN AND STANDARD OPERATING PROCEDURES FOR LABORATORY

Files contain documents related to the laboratory operating procedures and quality assurance programs.

WWTP	When superseded or obsolete.	PAPER	RETAINED PERMANENTLY
	When superseded or obsolete.	ELECTRONIC	RETAINED PERMANENTLY

**CITY OF KODIAK
RESOLUTION NUMBER 09-02**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING
RESOLUTION NO. 08-26, ESTABLISHING A RECORDS RETENTION SCHEDULE,
BY AMENDING RECORDS SERIES 60-6090 AND CREATING SERIES 60-6091**

WHEREAS, pursuant to Chapter 2.36 of the Kodiak City Code, a records retention schedule was reestablished by Resolution No. 08-26; and

WHEREAS, the Police Department, which has unique retention requirements, is in the process of converting older records to electronic media for extremely long-term retention and storage; and

WHEREAS, a need for an additional records series for use by the Police Department was identified during implementation of the changes authorized by Resolution No. 08-26 for records series 60-6090; and

WHEREAS, the amendment to records series 60-6090 and creation of records series 60-6091 are attached and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution No. 08-26 is amended to include the attached amendment of records series 60-6090 and creation of records series 60-6091 effective February 13, 2009.



CITY OF KODIAK

Carolyn Floyd
MAYOR

ATTEST:

Dilna Masler
CITY CLERK

Adopted: February 12, 2009

**CITY OF KODIAK
RESOLUTION NUMBER 08-26**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RESCINDING RESOLUTION NO. 07-19 AND REESTABLISHING A RECORDS RETENTION SCHEDULE

WHEREAS, pursuant to Chapter 2.36 of the Kodiak City Code, a records retention schedule was reestablished by Resolution No. 07-19; and

WHEREAS, City departments have been working with the retention schedule in its current form, for over two years, finding a need for further refinement; and

WHEREAS, some departments are beginning to move to the use of electronic records; and

WHEREAS, the revised records retention schedule, which is attached and incorporated by reference, provides one piece of the many components of the comprehensive records management program; and

WHEREAS, this records retention schedule lists records series for the records identified in the City-wide records inventory and describes the records series subject, media type, department responsible for applying the retention schedule for the official record, the criteria under which the record is closed, and the length of time the inactive record is stored in the department before being transferred to the Records Center for additional storage and/or destruction; and

WHEREAS, this records retention schedule was developed to be legally defensible and has been reviewed by the City attorney.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution No. 07-19 is rescinded effective January 1, 2009.

BE IT FURTHER RESOLVED that the attached records retention schedule is hereby established with an effective date of January 1, 2009, and shall remain in effect until rescinded or amended by the City Council.



CITY OF KODIAK

Carolyn Floyd

MAYOR


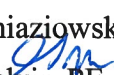
ATTEST:

Dulce Mendez

CITY CLERK

Adopted: December 11, 2008

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Thru: Glenn Melvin PE, City Engineer and Corey Gronn, Park and Recreation Director 
Date: November 13, 2014

Agenda Item: V. b. Authorization of Award of the Skate Park Ramp Procurement, Project No. 15-04/9015

SUMMARY: The final phase of the Baranof Park Improvement Project included upgraded and new elements to the park such as the turf baseball outfield, security lighting and cameras, tennis court repairs, permanent bleachers at Joe Floyd Track and Field, and the replacement of some of the skate park ramps. In preparation for executing the skate park ramps, a Request for Proposals (RFP) was issued on September 29, 2014, to obtain proposals from skate ramp manufacturers. Bids were opened on October 30 and one bid was received. The responsive bidder was American Ramp Company, with a quote of \$97,594.52 for the fully installed skate ramp and \$92,224.52 for the owner installed skate ramp with supervision. This manufacturer was previously recommended by former Parks and Recreation Director Charlie Powers. Staff recommends that Council authorize the purchase and full installation of the skate ramp system from American Ramp Company in the amount of \$97,594.52.

PREVIOUS COUNCIL ACTION: Council has taken multiple actions with regard to the Baranof Park Improvement Project over the past several years as listed below. The skate park improvements are the last of the park improvements for this multi-year phased project.

- February 26, 2013, the Parks & Recreation Advisory Board made a presentation to Council on Baranof Park project priorities, including their top priority to install turf in the baseball outfield area. Council asked the board to revisit the list with more updated cost estimates and to make an updated recommendation/presentation to Council.
- June 11, 2013, the Parks & Recreation Advisory Board presented their recommendations on the Baranof Park project priorities based on updated cost estimates. The Parks and Recreation Advisory Board's main priority remained the installation of synthetic turf in the baseball outfield in the 2013 construction season followed by other project components such as bleachers, cameras, and skate park improvements as funding allowed.
- August 8, 2013, Council authorized the purchase of Baranof Track and Field Bleachers, Project No. 9001/12-05.
- Council reviewed the bid award recommendation at the November 10, 2014 work session.

DISCUSSION: The final phase of the Baranof Park Improvement Project included several elements to be constructed including a field turf baseball outfield, security lighting and cameras, improved lighting, tennis court repainting, and the replacement of the skate park ramps.

The former Parks and Recreation Director worked with several advisory board members to develop a phased plan to replace the skate ramps at the skate park, with the larger ramp elements budgeted for in the FY2015 capital budget. The City Engineer used information from the former and current directors and developed an RFP for the ramp replacements. The RFP was issued at the end of September and bids were opened on October 30. Only one bid was received. The bidder was determined to be responsive and the bid submitted falls within the budget.

Staff will arrange for the purchase, shipping and installation of the ramps once the bid is authorized and awarded. Staff expects installation to be in March or April, but the exact dates remain to be discussed with the supplier.

STAFF RECOMMENDATION: The Engineering and Parks and Recreation departments have reviewed the proposal and found all bid requirements to be in order and staff is recommending Council authorize the purchase of the fully installed skate ramp from American Ramp Company in the amount of \$97,594.52

ALTERNATIVES: The two main alternatives are:

- 1) Authorize the purchase of the skate ramps from American Ramp Company, which is recommended by staff because it will reduce risk of possible injury due to aging and substandard ramps and provide a vital component to a very important community park asset.
- 2) Do not authorize the purchase of the skate ramps, which is not recommended as it does not meet community need, is a risk to public safety by continued use of the existing ramps, and is operationally problematic for the Park and Recreation Department.

FINANCIAL IMPLICATIONS: Funding for this project was included in the FY2015 capital budget in the amount of \$110,000, which is adequate to purchase the skate ramp elements.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the purchase of Skate Ramp as identified in (Attachment A) from American Ramp Company in the amount of \$97,594.52 with funds coming from Parks Capital Improvement Fund, Baranof Park Improvements, Project No. 15-04/9015.

CITY MANAGER'S COMMENTS: The existing skate ramps at the skate park are inadequate and need replacement. Council agreed with the recommendation from the staff and advisory board members that replacement ramps were needed and they were budgeted for in the FY2015 capital budget. Some of the smaller elements were repaired or replaced by Parks and Recreation maintenance staff. The larger elements required purchase through a recognized manufacturer so staff issued an RFP in September and received one qualified bid. Therefore, I support staff's recommendation to purchase the new skate ramps from American Ramp Company. Once approved, staff will arrange the purchase and installation.

ATTACHMENT:

Attachment A: Bid Form and submitted specifications

PROPOSED MOTION:

Move to authorize the award of the Skate Park Ramp Procurement items to the American Ramp Company in the amount of \$97,954.52 with funds coming from the Parks Capital Improvement Fund, Project No. 15-04/9015 and authorize the City Manager to execute the documents on behalf of the City.

BID FORM

TO: Aimée Kniazowski, City Manager
 City of Kodiak
 710 Mill Bay Road, Room 219
 PO Box 1397
 Kodiak AK 99615

Any exceptions to the published bid specifications must be listed by item.

In compliance with your Request For Proposal for Baranof Park Skate Ramp Procurement PN 15-04/9015 dated September 29, 2014, the undersigned hereby proposes to provide the following:

Skate Ramp FOB Kodiak, AK (see Specification):

Bid Option 1: Fully installed skate ramp (see Performance Specification Item 12).

Total Lump Sum

Bid Ninty-seven thousand five-hundred ninty-four dollars and fifty-two cents \$ \$97,594.52

Written in Words

Figures

Bid Option 2: Ovnner installed skate ramp with supervision (see Performance Specification Item 12).

Total Lump Sum

Bid Ninty-two thousand two-hundred twenty-four dollars and fifty-two cents \$ \$92,224.52

Written in Words

Figures

Business Name of Proposer

American Ramp Company

Proposer is:

An Individual

A Partnership

A Corporation in the State of Missouri

A Joint Venture

Address

601 S. McKinley Ave.

Joplin, MO 64801

Authorized Signature



Printed Name

Jim Moss

Title

CEO

Name of Bidder

Danny Phillips / International and West Coast Manager

SPECIFICATIONS

City of Kodiak Alaska Request for Bids: Skate Board Park

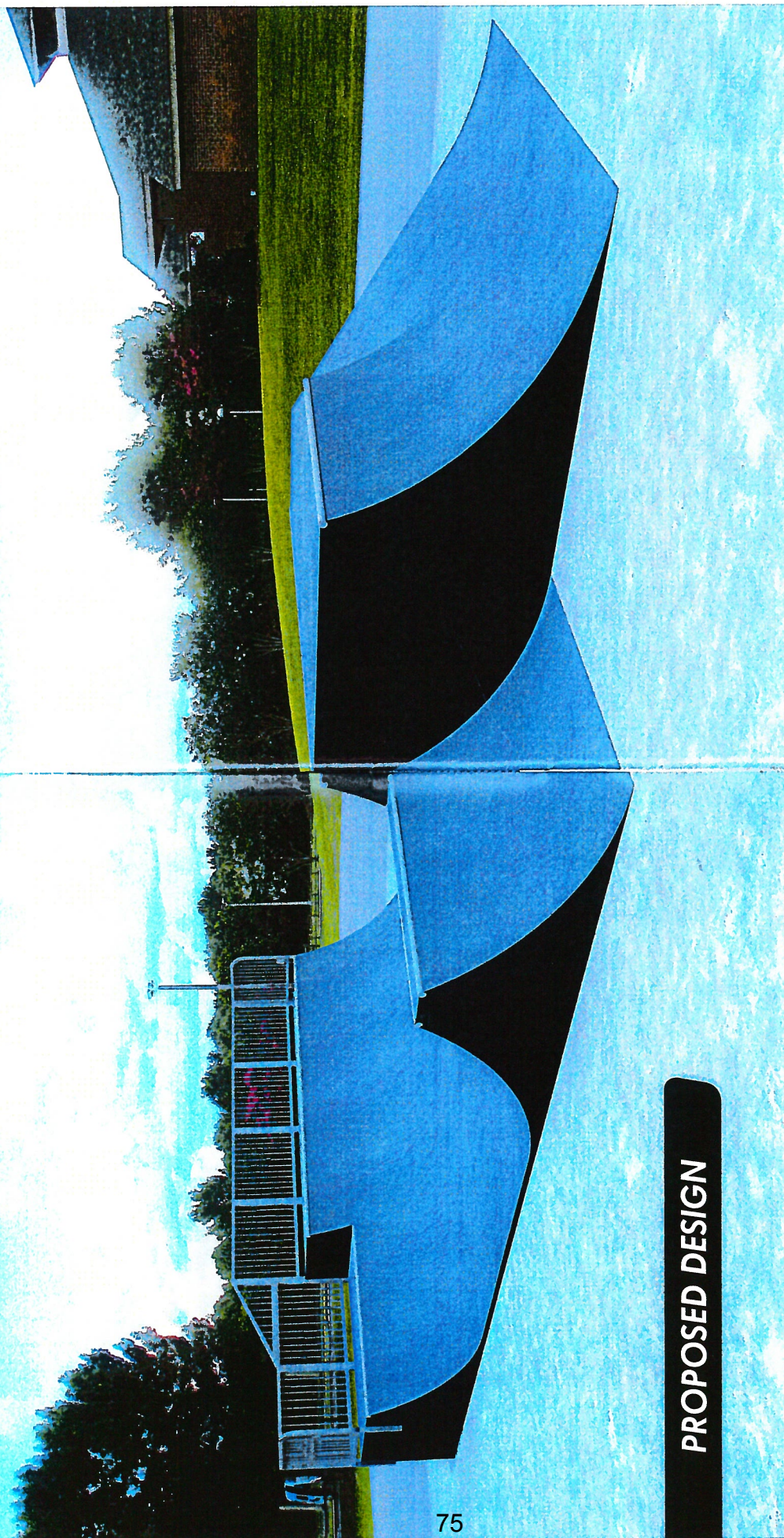
I. PERFORMANCE SPECIFICATION

1. **Product Liability:** Must have at least \$2 Million of product liability insurance in effect and provide certificate of insurance with the bid proposal.
2. **Warranty:** Entire system must come with a 20-year limited warranty. All materials and workmanship furnished must be of the highest quality, free from all defects, and comply with the specifications provided.
3. **Time Frame:** Skate Park Ramp must be delivered within 60 days from award of contract. Liquidated damages of \$300/day shall be assessed for every day project is late.
4. **Experience:** Must have at least 10 years of experience in Skatepark Equipment Manufacturing. List below at least 10 skate parks installed to this exact build method, which have been in operation for more than 2 years and are complete with pictures and project write-up.

	Location	Customer Name	Phone Number	Year Installed	Photos/Write up included?
1	Skagway, AK	Katherine Nelson	907-983-2679	2010	Yes/Yes
2	Kingfisher, OK	Sean Barrett	405-368-6881	2009	Yes/Yes
3	Seminole, OK	LaSummer Justus	405-209-9641	2012	Yes/Yes
4	Minnnetonka, MN	Darin Ellingson	952-988-8414	2012	Yes/Yes
5	Marshalltown, IA	Terry Gray	641-754-5715	2012	Yes/Yes
6	Ft. Hood, TX	Kristine Fernandez	254-288-2214	2012	Yes/Yes
7	Brownfield, TX	Scott Jackson	806-637-4547	2011	Yes/Yes
8	Jacksonville, NC	Richard Cole	910-449-5605	2012	Yes/Yes
9	Hammond, IN	Patrick Moore	219-853-6378 ext.308	2009	Yes/Yes
10	Palm Bay, FL	Nicole Niklin	321-952-3400	2008	Yes/Yes

5. **Factory Fabricated:** All components must arrive fully fabricated and ready for assembly.
6. **Modular:** Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections.
7. **Financial Stability:** Must include with bid independently audited financial statements for the last 5 years. All financial paperwork will remain confidential. This requirement ensures that the vendors are financial capable of performing said work.
8. **Bonding:** Must provide 10% bid bond and a letter in bid from bonding company stating that you are capable of providing performance/maintenance bonding for 100% of the project if awarded.
9. **Skater Designed and Approved:** Skate Park designs to be created and approved by skaters to ensure equipment is continually using the latest and most innovative and popular obstacles; and designed with appropriate spacing, flow, radiuses, geometry, and angles. Scaled 2D and color 3D renderings must be supplied with bid.

BARANOF PARK SKATE RAMP
KODIAK, AK



PROPOSED DESIGN

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager *AK*
Thru: Glenn Melvin, City Engineer & Mark Kozak, Public Works Director *GM MK*
Date: November 13, 2014

Agenda Item: V. c. Authorization of Amendment No. 2 to Professional Services Contract for Design and Permitting of Snow Dump Storage Yard PN 13-07/ 5030

SUMMARY: In January 2013, Council approved DOWL HKM to perform a snow disposal site selection study. DOWL completed the study and presented the results to Council at the January 14, 2014 work session. Council agreed that Site 12, the old lower reservoir site, was the best location for the new snow disposal site. Based on wetlands delineation staff recommended to Council at the August 26, 2014 work session that the City select the area behind the Water Treatment Plant rather than the original site due to lack of space to avoid wetlands issues and high development costs. Staff recommends Council authorize Amendment No. 2 to the professional services contract with DOWL / HKM for final design and permitting of the snow dump storage yard in the amount of \$27,630.

PREVIOUS COUNCIL ACTION: At the December 11, 2012, City Council work session staff gave Council an update about contact by ADEC regarding the City's practice of dumping snow in the harbor and the approach staff proposed to meet compliance with current regulations.

January 14, 2014, DOWL made a presentation to Council reporting that the lower reservoir, Site 12 was the preferred site for a snow dump storage yard.

January 24, 2013, Council approved authorization of a professional services contract with DOWL/HKM for Preliminary Design of Snow Dump Storage Yard Project No. 13-07/5030.

March 13, 2014, Council approved Amendment No. 1 to begin the preliminary design and permitting for the snow dump storage yard.

August 26, 2014, at the Council work session, staff discussed using the area behind the Water Treatment Plant rather than the area originally proposed in January 14 presentations. Council accepted the recommendation based on cost and permitting issues.

DISCUSSION: DOWL evaluated all of the potential locations within close proximity of the City's snow hauling operation that met the 2 acre minimum size required and narrowed the selection to three (3) viable sites during the initial project scope.

1. Site 12 is the old lower reservoir area located below the water plant and is roughly 143 acres of City owned property
2. Site 58 is the City impound yard off of Selief Lane and is approximately 2.1 acres owned by the City
3. Site 80 privately owned approximately 6 acres between Safeway and Von Scheele.

DOWL made a presentation to Council on January 14, 2014, indicating that Site 12 was the best alternative for the snow disposal site. Council approved a contract amendment in March to continue with design and permitting on the snow dump site. This work was broken into two phases due to available project funds. The first part was award to the full amount of available funds. Additional funds were added to the project in the FY2015 budget in order to complete design and permitting.

In May of this year, DOWL HKM permitting staff was here and delineated the wetlands as part of the design process. Once defined, the wetland area significantly reduced available space that could be used in the lower reservoir site without extensive permitting issues. Because of the limited size and the proximity of the lower dump site to the road and residents staff asked DOWL HKM to stop design work until staff could discuss the project with the Council.

Staff met with the Council at the August 26, 2014 work session and recommended that work not continue on the lower site but move the future snow storage location to the fill area behind the WTP. This location is still within the Site 12 area but changes the original plan to have a very large developable area that could be used for both soil and snow disposal.

Because of the need to relocate the snow disposal site, the original idea of using one site for both waste soil and snow disposal to save costs is not feasible. Staff plans to request funding in the FY2016 budget to finish the development of the old rock quarry further up Pillar Mountain for disposal of City project waste soils.

Staff submitted a Conditional Use Permit application to the Community Development Department to use the area behind the WTP for snow storage and disposal as well as the placement to two storage vans and outdoor storage. The CUP was approved by the Planning and Zoning Commission at their September 17, 2014 meeting.

The work authorized in Contract Amendment No. 1 has been completed and we are ready to complete final design and get the required permits in place. This project has been broken into segments in order to accommodate the available funding.

Additional design and construction funds for the project were added to the FY2015 budget. Staff requested the final design proposal, permitting and bidding documents proposal from DOWL/HKM. The goal is to complete design and bid this mandated facility by spring of 2015 so the City has a facility operational by the fall of 2015.

ALTERNATIVES: Council has two primary alternatives to consider. They are:

- 1) Authorize contract Amendment No. 2 to the DOWL contract for permitting and final design of the area behind the WTP for snow disposal, which is staff's recommendation.
- 2) Do not authorize the amendment. This is not recommended since the current practice of dumping directly into the harbor channel is not in compliance with federal and state Clean Water Act regulations.

FINANCIAL IMPLICATIONS: Additional funding for the snow storage site was included in the FY 2015 Streets Capital Improvement project budget, Preliminary Design of Snow Dump Storage Yard PN 5030. The funding is intended to complete the design and begin construction. At the time of amendment No. 1 adequate funds were not available to award the entire design and permitting contract. Staff requested DOWL/HKM to prepare a proposal that would allow work to continue moving forward using available funds from the Pillar Mountain soil disposal project with intention of funding the remaining design in the FY2015 budget. Adequate funds are available in the project budget to award the remaining design work.

LEGAL: The City must comply with state and federal clean water regulations. The construction and operation of this facility is mandated so the City is required to move forward.

STAFF RECOMMENDATION: Staff recommends that Council approve amendment no. 2 to DOWL/HKM for the Preliminary Design and Permitting of Snow Dump Storage Yard Project No. 13-07/ 5030 in the amount of \$27,630 with funds coming from the Streets Improvement Capital Fund.

CITY MANAGER'S COMMENTS: I support staff's recommendation that we continue to work toward completion of the required snow storage area. This is a mandated project and requires the City to adhere to the timeframe agreed to and to build a permitted facility. I recommend Council authorize Amendment No. 2 to the DOWL contract to begin this next phase of work as identified in the memo.

ATTACHMENTS:

Attachment A: DOWL HKM City of Kodiak Snow Disposal Site Proposal for Design and Permitting Services Dated January 23, 2014

Attachment B: DOWL HKM Snow Disposal Site Fee Amendment Date October 31, 2014

Attachment C: Amendment No. 2 to Agreement for Professional Services between DOWL/HKM and the City of Kodiak

PROPOSED MOTION:

Move to authorize Amendment No. 2 to the Professional Services Contract for Design and Permitting of Snow Dump Storage Yard, Project No. 13-07/5030, with DOWL/HKM in the amount of \$27,630, with funds coming from the Street Improvement Capital Fund and authorize the City Manager to sign the agreement on behalf of the City.



ATTACHMENT: A

January 23, 2014
W.O. 01100

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

Subject: City of Kodiak Snow Disposal Site
Proposal for Design and Permitting Services

Dear Mr. Kozak:

DOWL HKM is pleased to submit a proposed scope of work and budget for design and permitting of the Kodiak snow disposal site. DOWL HKM completed a site selection process that led to the City Council's preliminary approval of a portion of lot *Township 27 South, Range 10 West, Seward Meridian* to be used for snow disposal. This scope assumes that the City Council will issue a final approval to move forward with this site.

SCOPE OF WORK

For completion of this effort, DOWL HKM will complete the following tasks:

- Task 1- Design
- Task 2- Environmental Permitting
- Task 3- Preliminary Geotechnical Investigation
- Task 4- Stormwater Pollution Prevention Plan
- Task 5- Public Involvement

Task 1 – Design

DOWL HKM will develop design drawings, specifications, and bid documents for the selected snow disposal site. This task will be broken out into 3 sub-tasks.

- Task 1-A: 65% Design Drawings
- Task 1-B: 95% Design Drawings
- Task 1-C: Construction Drawings

Drawings and specifications for each of the sub-tasks will include:

- site grading details
- pad construction details
- specifications for incorporating demolition waste material from other construction projects
- site-access details
- site security details and signage
- stream protection details

Assumptions

- This scope does not include groundwater monitoring.
- Based on discussions with the Kodiak Island Borough, re-zoning or conditional use permits will not be required.
- The anadromous stream will not require re-location.
- This scope does not include bidding assistance or construction administration services.
- The 65% design will be completed using DOWL HKM's existing topographic data (accurate to approximately 2 feet in the vertical plane). After receiving a topographic survey from the City, DOWL HKM will advance the design to a 95% level for City review. Following City review and approval, DOWL HKM will issue construction drawings.

Task 2 – Environmental Permitting

Permitting efforts for this project will include:

- A Section 404 Wetlands Permit from the U.S. Army Corps of Engineers (USACE)
- A Bald Eagle Survey
- A Title 16 Fish Habitat permit from the Alaska Department of Fish and Game (ADF&G).

Field determinations of wetlands will be performed according to the three-parameter approach, using vegetative, pedologic, and hydrologic characteristics, as described in the USACE 1987 Wetlands Delineation Manual and 2007 Alaska Regional Supplement.

DOWL HKM will use the methods outlined by the USACE 2009 Alaska District Regulatory Guidance Letter (RGL 09-01) to complete a functional assessment and to assist in developing a mitigation plan. Once the draft report is reviewed and approved, DOWL HKM will work with the City of Kodiak to obtain a jurisdictional delineation (JD) from the USACE. DOWL HKM staff will work with project engineers to develop a Section 404 permit, which will include permit drawings, calculations, and an alternatives analysis to demonstrate how the project has, wherever practicable, avoided and minimized impacts to wetlands.

One memorandum will be submitted to the United States Fish and Wildlife Service (USFWS) summarizing the results of the eagle nest survey via maps and narrative descriptions. The memorandum will include recommendations for further actions, if warranted.

Assumptions

- Section 404 Permit:
 - The wetland delineation assumes that there will be one overnight trip to Kodiak and that the area to be delineated does not exceed 10 acres.
 - Mitigation will be achieved through in-lieu fees; the cost estimate does not reflect these fees.
 - If USACE staff requests a site visit after fieldwork is complete, to streamline their review of our mapping, it may delay their JD.
- The Bald Eagle survey is based on the assumption that the survey will be pedestrian-based.
- Title 16 permit completion is based on the assumption that no fish survey, floodplain impacts analysis, or hydraulic analysis will be requested by the ADF&G.

Task 3 – Preliminary Geotechnical Investigation

During the field investigation, DOWL HKM proposes to excavate four to six test pits, within the proposed snow storage area and dilution pond, to depths of 5 feet to 10 feet below the ground surface and to perform up to two infiltration tests, where feasible. We understand portions of the site are wet and soft; therefore, we also plan to perform hand-dug and peat probes in areas inaccessible with heavy equipment.

Test pits and peat probes will be used to correlate subsurface conditions at depth(s) across the site. Infiltration testing will be performed in accordance with American Society for Testing and Materials (ASTM) International D3385, using a Turf-Tec Infiltrometer for fine-grained soils and/or Turf-Tec Infiltration Rings for coarse-grained material.

Test pits will be excavated using a tracked excavator and operator provided by the City of Kodiak. Grab samples, of representative soil layers and where infiltration testing is completed, will be obtained in each test pit. Test pits and peat probes will be completed and logged by two DOWL HKM geologists/engineering technicians who will mobilize to the site.

Laboratory testing on samples recovered will be performed in our laboratory, to classify the soils and determine their basic engineering properties. Additional testing consisting of mechanical analyses will also be performed in our Anchorage laboratory.

Once the investigation has been completed, we will issue a letter report describing the exploration and findings. The report will include a vicinity map, sketch of test pit locations, detailed graphic logs of the test pits, laboratory test results, and infiltration test measurements.

Assumptions

The fee quoted is based on anticipated soil conditions, the scope of work described above, and the following assumptions. If you have any additional information regarding the site conditions, if you would like the scope expanded, or if any of these assumptions are incorrect, please contact me, so that the scope and fee(s) can be revised accordingly.

- The client will assist with legal entry and access onto the site for DOWL HKM to perform the exploration.
- Locating test pits with a handheld global positioning system (GPS) or by measuring with a cloth tape from existing site features is sufficiently accurate for the purposes of this exploration.
- The fieldwork will be completed during thawed ground conditions.
- Test pits will be excavated using a track-mounted excavator and an operator provided by the City of Kodiak at no cost to DOWL HKM.
- The site is accessible with a tracked excavator.
- Tree clearing, as needed, to access test pit locations, is allowed.
- Backfilling test pits before leaving the site will be sufficient.
- Utility location will be requested through Alaska Digline and local utility companies; however, any private on-site utilities will be located by the owner prior to excavation.
- Standby fees may be invoiced in addition to the proposed lump-sum fee. Standby fees would only be charged for delays caused by weather or other circumstances beyond our control. Standby fees will be assessed at an additional \$100 per hour plus reimbursable expenses for the engineer/geologist.

Task 4 – Storm Water Pollution Prevention Plan (SWPPP)

A SWPPP is required because the project site is equal to, or greater than, one acre. We will assist both the City and the Contractor in complying with local state and federal Alaska Pollutant Discharge Elimination System (APDES) requirements for construction activities. We will prepare and submit the Notice of Intent (NOI) form and contact the appropriate agencies for concurrence regarding endangered species and historic properties, as required. We will propose measures to reduce degradation of water quality from construction runoff, in both our design and the SWPPP.

Task 5- Public Involvement (Time and Materials)

We recognize public involvement is not explicitly part of this scope of work; however, we request authorization to set up a task for public involvement, should the City of Kodiak request that public meeting(s) be added to the scope. This would include providing updated status reports to the City Council on an as-needed basis.

SCHEDULE

We understand the City of Kodiak representatives would like to begin using the snow disposal site during the winter of 2015-16. It is also our understanding that the City of Kodiak will be contracting the construction of Aleutian Homes Phase V- Segment B this summer and that it will be possible to use unsuitable excavated materials from this project as fill for the snow-disposal site. To fully take advantage of this opportunity, we understand the City needs a permitted site prior to the end of the 2014 construction season (approximately October 15). With this understanding, we propose the following schedule:

Milestone	Completion Date/Schedule
Notice-to-Proceed (NTP)	
65% Design	Four (4) weeks after NTP
Geotechnical Investigation	Start of Growing Season
Geotechnical Summary of Findings	Three (3) weeks after field work
Wetlands Delineation and Bald Eagle Survey	Start of Growing Season
File Environmental Permits	Two (2) weeks after completion of field work
95% Design	Two (2) weeks after receiving topographic survey
100% Design	Two (2) weeks after receiving approval on 95% design drawings

PROPOSED FEE

Based on conversations with the City, DOWL HKM proposes a two-phase Notice-To-Proceed (NTP). Total estimated fee is \$78,100. Table 1 summarizes our Phase-1 NTP and Table 2 summarizes our Phase-2 NTP.

Table 1: Phase 1- Notice-to-Proceed Fee Proposal

Task	Fee
Task 1-A: 65% Design (Lump Sum)	\$7,700
Task 2: Environmental Permitting (Lump Sum)	\$27,000
Task 3: Geotechnical Investigation (Lump Sum)	\$9,800
Total	\$44,500

Table 2: Phase 2- Notice-to-Proceed Fee Proposal

Task	Fee
Task 1-B: 95% Design (Lump Sum)	\$14,300
Task 1-C: 100% Design (Lump Sum)	\$8,000
Task 4: SWPPP (Lump Sum)	\$4,300
Task 5: Public Involvement (Time and Materials)	\$7,000
Total	\$33,600

Mark Kozak, Director, Public Works
City of Kodiak
January 23, 2014
Page 6

Thank you again for considering DOWL HKM for this design and permitting project. 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



Aaron R. Christie, P.E.
Project Manager

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Attachment: Detailed Fee Estimate

This proposal/agreement and the Standard Contract Terms and Conditions are accepted, and DOWL HKM is authorized to proceed with the work.

Signature

Date

DOWL HKM

ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT:	Project Name						
	Snow Disposal Site Design						
CLIENT:	City of Kodiak						
	Parking, Misc. (2x)					\$50	
	Airfare (2x)					\$1,000	
	Air Freight					\$150	
	Per Diem (2x)					\$136	
	Car Rental					\$100	
	<i>Subtotal - Hours</i>					4	\$400
	<i>Subtotal - Costs</i>					\$380	\$2,807
						67	\$9,812

TASK	Labor Category	Project Manager	Project Engineer	Hydrologic Engineer	AutoCAD Technician	Admin Assistant	TOTALS	
	Hourly Rate	ARC	EM	BMM	ADS	LJ		
		\$180.00	\$120.00	\$180.00	\$95.00	\$80.00		
<i>Storm Water Pollution Prevention Plan</i>								
	Information Gatherings							
	Preparing Monitoring Plan							
	Preparing Site Map							
	Appendices Preparation							
	Text Preparation							
	Contact Regulation Agencies							
	Prepare Notice of Intent							
	Prepare Submittal to EPA and ADEC							
	QA/QC							
	<i>Subtotal - Hours</i>					20	8	
	<i>Subtotal - Costs</i>					\$180	\$640	\$4,310

TASK	Labor Category	Project Manager	Project Engineer	Hydrologic Engineer	AutoCAD Technician	Admin Assistant	TOTALS		
	Hourly Rate	ARC	CAN	BMM	ADS	LJ			
		\$180.00	\$120.00	\$180.00	\$95.00	\$80.00			
<i>Public Involvement (Time and Materials)</i>									
	(2x) PowerPoint Presentation Preparation								
	(2x) Meeting Handouts, Sign In Sheets								
	Attendance of two council meetings								
<i>Reimbursibles</i>									
	Airfare (2x)								
	Parking, Per Diem, Miscellaneous Costs								
	<i>Subtotal - Hours</i>					19	6		
	<i>Subtotal - Costs</i>					\$3,420	\$480	\$7,096	
						Expenses (Include 10% mark-up)	41	\$1,276	
							TOTALS	36	\$4,310

DOWL HKM STANDARD CONTRACT TERMS AND CONDITIONS (Alaska)

SECTION 1 - SERVICES OF DOWL HKM

A. Basic Services

DOWL HKM shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL HKM's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL HKM's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL HKM to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL HKM, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL HKM will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL HKM will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL HKM's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition DOWL HKM may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL HKM's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL HKM whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL HKM's Scope of Services or any defect in the Services of DOWL HKM or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL HKM and DOWL HKM's sub consultants to enter upon public or private property as required for DOWL HKM to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL HKM

A. Independent Contractor

DOWL HKM is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL HKM shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL HKM will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL HKM cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

C. Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of DOWL HKM's work. DOWL HKM shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.

D. Publicity

DOWL HKM will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.

E. Insurance

DOWL HKM will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL HKM's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

F. Compliance with Laws

DOWL HKM will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

DOWL HKM shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

DOWL HKM is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL HKM does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS**A. Reuse of Documents**

1. All documents are instruments of service in respect to this Project, and DOWL HKM shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL HKM) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL HKM will be at Client's sole risk. Client shall indemnify and hold harmless DOWL HKM and DOWL HKM's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL HKM. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL HKM, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL HKM. DOWL HKM will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL HKM makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL HKM at the beginning of this Project.

B. Indemnification

1. DOWL HKM agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, to the extent caused by the negligent acts, errors, and omissions of DOWL HKM or anyone for whom DOWL HKM is legally responsible. DOWL HKM's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the engineer's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL HKM from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. DOWL HKM's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL HKM and in part by Client or any other negligent entity or individual, including any potential defense obligations shall not exceed the percentage share that DOWL HKM's actual negligence bears to the total of all other negligent entities and individuals

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL HKM will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver / Limitation of Liability

To the fullest extent permitted by law, DOWL HKM and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Alaska, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Alaska, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL HKM. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL HKM's ability to operate business in accordance with the provisions of this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL HKM may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Prevailing Party Litigation Costs

In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Project Name

Project Location

DOWL HKM Project Number

Client Name / Contact Name

Client Phone / Fax / Email

Client Address

City / State / Zip

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Client:

By: _____

Title: _____

Date Signed: _____

DOWL HKM

By: _____

Title: _____

Date Signed: _____



October 31, 2014
W.O. 61358.00

Mr. Glenn Melvin
City Engineer
City of Kodiak
2410 Mill Bay Road
Kodiak, Alaska 99615

Subject: City of Kodiak Snow Disposal Site
Fee Amendment for Design Services

Dear Mr. Melvin:

DOWL HKM is pleased to submit a fee amendment and revised scope of work for design services associated with the Kodiak snow disposal site. DOWL HKM completed a site selection process that led to the City Council's approval of a portion of lot *Township 27 South, Range 10 West, Seward Meridian* to be used for snow disposal. DOWL HKM developed a preliminary design for the snow disposal site within the lower portion of the lot, near the transition from Maple Street to Pillar Mountain Road. However, given site constraints such as the presence of an anadromous stream which could not be moved to accommodate the snow disposal site, the proposed location has shifted to the upper portion of the lot. This proposal is for design services associated with the development of this lot in accordance with the conceptual design shown in the attached figure.

SCOPE OF WORK

Based on our understanding of your goals for this project and the assumptions provided, we propose to perform these services:

- **Task 1: Design**
- **Task 2: Topographic Survey and Basemap Coordination**
- **Task 3: DEC Permitting**
- **Task 4: Geotechnical Investigation**
- **Task 5: Storm Water Pollution Prevention Plan**

Task 1 – Design

DOWL HKM will develop design drawings, specifications, and bid documents for the selected snow disposal site. This task will be broken down into three sub-tasks.

- **Sub-Task 1: 65% Design Drawings**
- **Sub-Task 2: 95% Design Drawings**

- **Sub-Task 3: Construction Drawings**

Drawings and specifications for each of the sub-tasks will include:

- Site grading and drainage details
- Pad construction details
- Specifications for incorporating demolition waste material from other construction projects
- Site access details
- Site security details and signage

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.

- This scope does not include groundwater monitoring.
- Rezoning or conditional use permits will not be required.
- This scope does not include bidding assistance or construction administration services.
- The 65% design will be completed using a topographic survey received from a City-designated surveyor. After addressing City comments, DOWL HKM will advance the design to a 95% level for City review. Following the City review and approval, DOWL HKM will issue construction drawings.
- No additional environmental permitting will be required, given that the proposed area is uplands and our initial environmental fieldwork revealed that no bald eagle nests were near the project area.

Task 2– Topographic Survey and Basemap Coordination

DOWL HKM will prepare a survey request for the City of Kodiak to transmit to local surveyors. The survey request will contain information regarding DOWL HKM standards.

DOWL HKM will perform quality control on deliverables submitted to the City of Kodiak.

DOWL HKM will convert XML files to surfaces for use in design.

Task 3 – DEC Permitting

DOWL HKM will prepare a request for a letter of non-objection from the State of Alaska Department of Environmental Conservation (DEC). The letter will include the following details:

- Graphic representation of drainage area and flow paths.
- Description of type and location of stormwater/meltwater management practices
- Description of stormwater/meltwater treatment system design and back-up calculations.

Task 4 – Geotechnical Investigation

The scope of services for the geotechnical investigation has not changed based on the change of site. Our January 23, 2014 proposed services were as follows:

During the field investigation, DOWL HKM proposes to excavate four to six test pits, within the proposed snow storage area and dilution pond, to depths of five to 10 feet below the ground surface and perform two infiltration tests.

The test pits will be used to correlate subsurface conditions at depth across the site and to determine the rate of infiltration at the proposed snow storage area and dilution pond. Infiltration testing will be performed in accordance with the American Society for Testing and Materials, now known as ASTM International (ASTM) D3385, using a Turf-Tec Infiltrometer for fine-grained soils and/or Turf-Tec Infiltration Rings for coarse-grained material.

The test pits will be excavated using a tracked excavator and operator provided by the City of Kodiak. Grab samples of representative soil layers and of the soils where infiltration testing is completed will be obtained in each test pit. The test pits will be logged by a DOWL HKM geologist/engineering technician.

Laboratory testing on the samples recovered will be performed in our laboratory to classify the soils and to determine their basic engineering properties. Additional testing, consisting of mechanical analyses, will also be performed in our Anchorage laboratory.

Slotted three-quarter-inch PVC standpipes will be placed in the test pits to allow for groundwater-level monitoring. That level will be checked prior to leaving Kodiak.

Once the investigation has been completed, we will issue a letter report describing the exploration and the findings. The report will include the infiltration test measurements, groundwater measurements, a vicinity map, a sketch of the test pit locations, detailed graphic logs of the test pits, and laboratory test results.

Assumptions

The fee quoted is based on anticipated soil conditions, the scope of work described above, and the following assumptions. If you have any additional information regarding the site conditions, if you

would like the scope expanded, or if any of the assumptions are incorrect, please contact me so that the scope and fee can be revised accordingly.

- The client will assist with legal entry and access onto the site for DOWL HKM to perform the exploration.
- Locating test pits with a handheld global positioning system (GPS) or by measuring with a cloth tape from existing site features is sufficiently accurate for the purposes of this exploration.
- The fieldwork will be completed during thawed ground conditions.
- The test pits will be excavated using a track-mounted excavator and an operator provided by the City of Kodiak at no cost to DOWL HKM.
- The site is accessible with a track-mounted excavator.
- Tree clearing as needed to access test pit locations is allowed.
- Backfilling the test pits before leaving the site will be sufficient.
- A utility locate will be requested through Alaska Digline and local utility companies; however, any private on-site utilities will be located by the owner prior to excavation.
- Standby fees may be invoiced in addition to the proposed lump sum fee. Standby would only be charged for delays caused by weather or circumstances beyond our control. Standby will be assessed at an additional \$100 per hour plus reimbursables for the engineer/geologist.

Task 5 – Storm Water Pollution Prevention Plan (SWPPP)

A SWPPP is required because the project site is equal to or greater than one acre. We will assist both the City and the Contractor in complying with the local State and Federal National Pollutant Discharge Elimination System (NPDES) requirements for construction activities. We will prepare and submit the Notice of Intent (NOI) form and contact the appropriate agencies for concurrence regarding endangered species and historic properties, as required. We will propose measures to reduce degradation of water quality from construction runoff in both our design and the SWPPP.

SCHEDULE

Milestone	Completion Date
Notice-to-Proceed (NTP)	
65% Design.....	Four weeks after NTP
Geotechnical Investigation.....	Week of October 27, 2014
Geotechnical Recommendations.....	Three weeks after fieldwork
Wetlands Delineation and Bald Eagle Survey	Completed

95% Design.....Two weeks after receiving City Comments
 100% Design.....Two weeks after receiving approval on 95% design drawings

FEE PROPOSAL

On March 27, 2014, the City of Kodiak granted DOWL HKM a Notice-to-Proceed regarding the scope of services presented in a January 23, 2014 fee proposal from DOWL HKM. The original proposed fee, amount billed, and amount remaining are shown in the table below.

Task	Proposed Fee	Value of Work Completed (Amount Billed)	Amount Remaining
Task 1: (Sub-Task 1) 65% Design	\$7,700	\$3,850	\$3,850
Task 2: Environmental Permitting	\$27,000	\$10,800	\$16,200
Task 3: Geotechnical Investigation	\$9,800	\$980	\$8,820
Totals	\$44,500	\$15,630	\$28,870

We propose that the remaining fee be applied to design services associated with the relocated snow disposal site.

Additional Fee Required	
Task	Fee
Task 1: (Sub-Task 1) 65% Design	\$13,460
Task 1: (Sub-Task 2) 95% Design	\$13,310
Task 1: (Sub-Task 3) 100% Design	\$8,080
Task 2: Topographic Survey and Base Map Coordination	\$3,540
Task 3: DEC Permitting	\$4,980
Task 4: Geotechnical Investigation*	\$8,820*
Task 5: SWPPP	\$4,310
Totals	\$56,500

*The scope of geotechnical services has not changed. The geotechnical fee shown is to complete the services as agreed upon in the March 27, 2014 NTP.


DOWL HKM requests \$27,630 be added by contract amendment based upon the following table.

Fee Amendment	
Fee Remaining in Current Contract	\$28,870
Fee Required to Complete Design Services	\$56,500
Fee Amendment Requested	\$27,630

Mr. Glenn Melvin, City Engineer
City of Kodiak
October 31, 2014
Page 6

Thank you again for considering DOWL HKM for this project. 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



Aaron R. Christie, P.E.
Project Manager

20141031.Melvin.ARC.gas

Attachment: Detailed Fee Estimate
Figure – Snow Disposal Site 12-B

This proposal/agreement and the Standard Contract Terms and Conditions are accepted, and DOWL HKM is authorized to proceed with the work.

Signature

Date

DOWL HIGH ESTIMATE FOR PROFESSIONAL SERVICES									
PROJECT:	Project Name	Hourly Rate	Geotechnical Engineer	Field Geologist/Engineer	Field Geologist	Autosaid	Admin	Expenses Including 10% Markup	TOTALS
CLIENT:	City of Kodiak								
TASK 3	DFC Permitting								
	Figures for definition of drainage areas		4	2	4				
	Determination of alternative management practices		8	2	4				
	Letter request for trap-objection		2	2	4				
	Subtotal - Hours		2	20	6	8	4		40
	Subtotal - Costs		\$560	\$2,400	\$1,080	\$760	\$380		\$4,980

TASK 4	Geotechnical Investigation	Hourly Rate	Geotechnical Engineer	Field Geologist/Engineer	Field Geologist	Autosaid	Admin	Expenses Including 10% Markup	TOTALS
	Geotechnical Project Management		1	2					
	Geotechnical Mobilization & Demobilization		6	6	6				
	Geotechnical Traced		6	6	6				
	Geotechnical Utility Locates/Coordination		4	12	2	4	4		
	Geotechnical Engineering/Report Preparation		4	8					
	Test Hole Logging/Field Data Collection								
	Laboratory Testing								
	Visual Class. Moisture Content, Dry Str. (12 @ \$13 each)							\$156	
	Sieve Analyses (4 @ \$130 each)							\$520	
	Limited Mechanical Analysis (6 @ \$65 each)							\$390	
	Retainers							\$50	
	PVC Pipe @ 1/foot							\$50	
	Parking, Misc. (2X)							\$1,000	
	Airplane (2X)							\$150	
	Air Freight							\$136	
	Per Diem (2X)							\$100	
	Car Rental								
	Subtotal - Hours		5	40	14	4	4		67
	Subtotal - Costs		\$825	\$4,000	\$1,400	\$400	\$380	\$2,807	\$9,800
	VALUE OF WORK ALREADY COMPLETE								\$980
	Final Subtotal for Fee Amendment								\$8,820

TASK 5	Storm Water Pollution Prevention Plan	Hourly Rate	Project Manager	Project Engineer	Hydrologic Engineer	Autocad Technician	Admin Assistant	Expenses Including 10% Markup	TOTALS
	Information Gathering		1	1					
	Preparing Monitoring Plan		1	1					
	Preparing Site Map		4	4	1	2	8		
	Appendices Preparation		10	10	4				
	Text Preparation		1	1					
	Conduct Regulation Agencies		1	1					
	Prepare Notice of Intent		1	1					
	Prepare Submittal to EPA and ADEC		1	1					
	QAVOC								
	Subtotal - Hours		1	20	5	2	8		36
	Subtotal - Costs		\$180	\$2,400	\$900	\$190	\$840		\$4,510

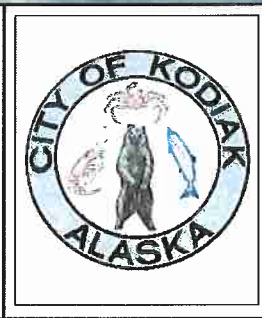
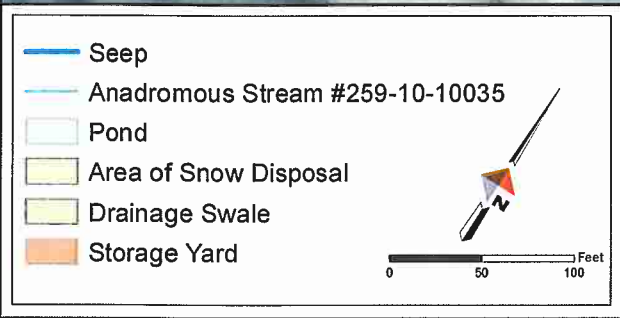
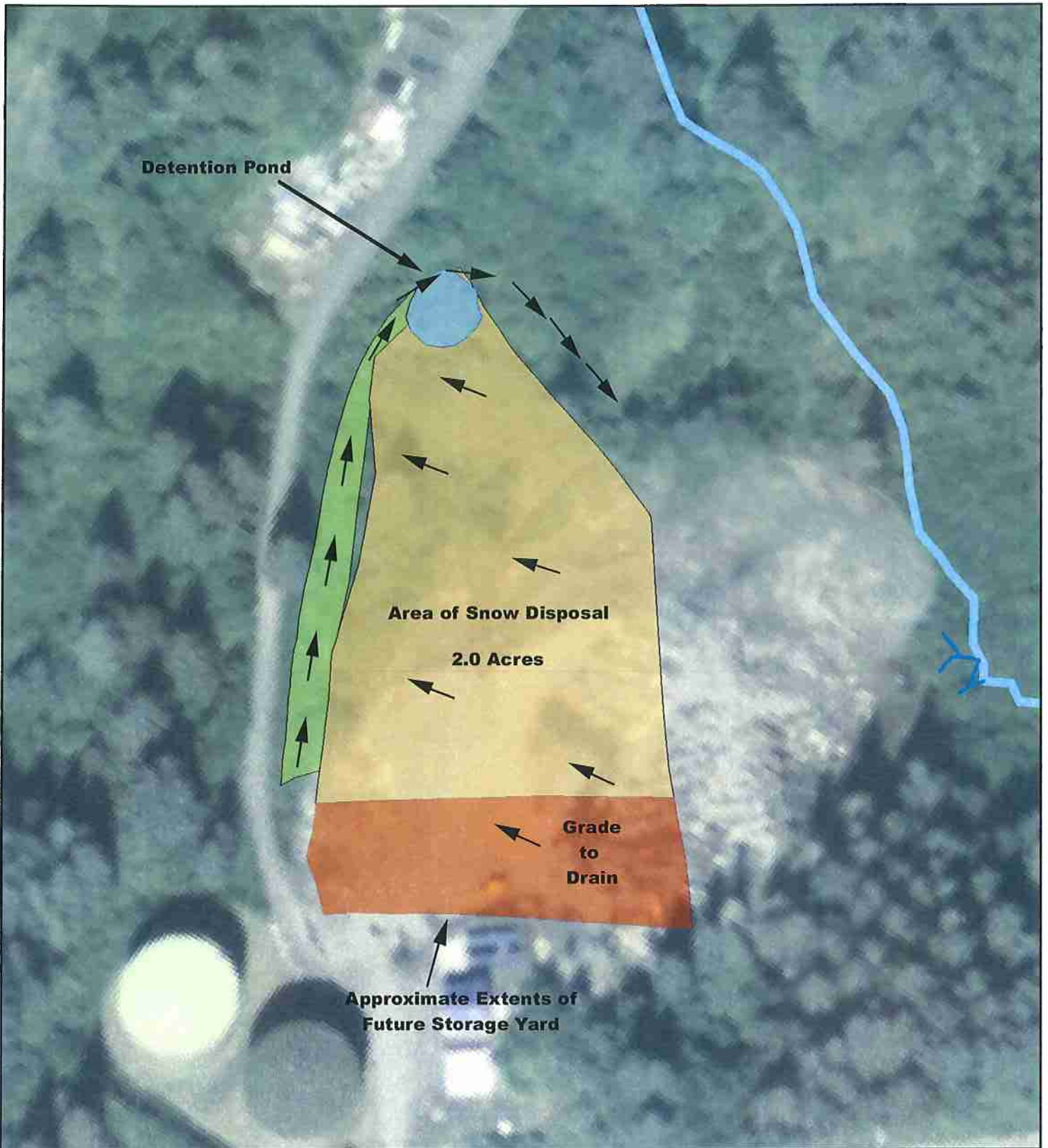


Figure Snow Disposal Site 12-B	
Kodiak, AK	
July 18, 2014	D61358

**City of Kodiak
AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

**Between
CITY OF KODIAK
and
DOWL HKM**

AMENDMENT NO. 2

Project Name: Snow Dump Storage Yard

Project No.: 13-07/5030

Effective Date of Agreement: February 7, 2013

The above agreement is hereby amended as follows:

SCOPE OF SERVICES

The Scope of Services currently authorized to be performed by the ENGINEER in accordance with the agreement and previous amendments, if any, is modified as follows:

- A. The ENGINEER shall perform the Additional Scope of Services set forth in Appendix A, which consists of the ENGINEER’s proposal letter dated October 31, 2014.

TIME FOR PERFORMANCE

- A. This AMENDMENT becomes effective when signed on behalf of the CITY.
- B. The ENGINEER shall promptly commence performance of the work described in Appendix A and shall complete that performance on or before May 15, 2015 following the schedule set forth in Appendix A.

COMPENSATION

- A. Subject to the ENGINEER’s performance of the Additional Services, the CITY shall pay the ENGINEER an additional amount of no more than \$27,630.00 as set forth in Appendix A.

B. Compensation Summary

a. Original Agreement Amount:	\$	67,860.00
b. Total of Prior Amendments:	\$	44,500.00
c. This Amendment Amount:	\$	27,630.00
d. Adjusted Agreement Amount:	\$	139,990.00

SIGNATURES

A. The City of Kodiak and ENGINEER hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

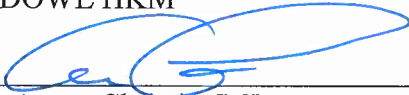
Appendix A, Additional Scope of Services

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date shown below.

CITY OF KODIAK

DOWL HKM

Aimée Kniaziowski
City Manager


Aaron Christie, P.E.
Project Manager

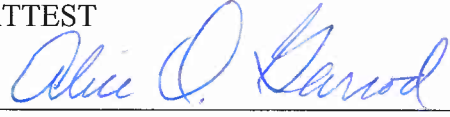
Date

11/4/14
Date

ATTEST

ATTEST

Debra Marlar
City Clerk


Name

Title

Receptionist

Date

Date

11/4/14

City of Kodiak
AGREEMENT FOR PROFESSIONAL SERVICES
with
DOWL HKM
for
Snow Dump Storage Yard PN 13-07/5030

APPENDIX A
SCOPE OF SERVICES

Appendix A consists of the following:

ENGINEER's proposal letter dated October 31, 2014

Subject: City of Kodiak Snow Disposal Site Fee Amendment for Design Services