I.	Call to Order/Roll Call Pledge of Allegiance/Invocation							
II.	Previous Minutes Approval of Minutes of the November 13, 2014, Regular Council Meeting							
III.	Persons to Be Heard  a. Public Comments (limited to 3 minutes) (486-3231)							
IV.	Unfinished Business None							
V.	New Business							
	a. First Reading, Ordinance No. 1328, Authorizing a Contract With the Kodiak Historical							
	Society to Operate the Baranov Museum							
	b. Resolution No. 2014–37, Issuing a Permit to Kodiak Hockey League to Sell Concessions for Hockey Games At Baranof Park							
	c. Appointment to the City Position on the Prince William Sound Regional Citizens							
	Advisory Council							
	d. Authorization to Purchase Vehicle for Public Works							
	e. Authorization of Professional Services Agreement With State Lobbyist56							
	f. Authorization of Professional Services Contract for Design and Bidding Services for							
	Downtown Lift Stations Nos. 1 & 2, Project No. 11-06/7509							
	g. Election of Deputy Mayor							
VI.	Staff Reports							
	a. City Manager							
	b. City Clerk							
VII.	Mayor's Comments							
VIII.	<b>Council Comments</b>							
IX.	Audience Comments (limited to 3 minutes) (486-3231)							
X.	Adjournment							





# MINUTES OF THE REGULAR COUNCIL MEETING OF THE CITY OF KODIAK HELD THURSDAY, NOVEMBER 13, 2014 IN THE BOROUGH ASSEMBLY CHAMBERS

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

Mayor Pat Branson called the meeting to order at 7:35 p.m. Councilmembers Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and John B. Whiddon were present and constituted a quorum. Councilmembers Randall C. Bishop and Richard H. Walker were absent. City Manager Aimée Kniaziowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

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

### II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the October 23, 2014, regular meeting as presented.

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

### III. PERSONS TO BE HEARD

#### a. Public Comments

**Toby Sullivan**, Executive Director Kodiak Maritime Museum, stated the Harbor Festival will be on December 20, 2014. He said the festival provides support for the fishing industry. He commented that he appreciated the support from the Downtown Kodiak Revitalization Committee last year and he asked for volunteers and monetary donations this year from the community.

#### 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

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 Haines MOVED to adopt Ordinance No. 1327.

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 Davidson, Haines, Saravia, and Whiddon in favor. Councilmembers Bishop and Walker were absent. The motion passed.

### V. NEW BUSINESS

### a. Resolution No. 2014–36, Rescinding Resolution Nos. 08–26 and 09–02, and Reestablishing a Records Retention Schedule

Mayor Branson read Resolution No. 2014–36 by title. 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.

Councilmember Davidson MOVED to adopt Resolution No. 2014–36.

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

### b. Authorization of Award of the Skate Park Ramp Procurement, Project No. 15-04/9015

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.

Councilmember Haines MOVED 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.

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

### c. Authorization of Amendment No. 2 to Professional Services Contract for Design and Permitting of Snow Dump Storage Yard Project No. 13-07/5030

In January 2013, Council authorized 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.

Councilmember Whiddon MOVED 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.

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

### VI. STAFF REPORTS

### a. City Manager

Manager Kniaziowski stated the recent heavy rain has taken an abundance of City and Borough staff resources to monitor and respond to the level of rain and landslides that have occurred. She indicated a small Incident Management Team was stood up to deal the rainfall in the community. She indicated the Water Treatment Plant was at a high level due to the rain, and City staff continues to monitor it. She stated she attended two Department of Transportation meetings via teleconference. She said one meeting was to discuss the halting of the work at Pier I, and Senator Gary Stevens and a representative from Alan Austerman's office participated in the meeting. She said that Pier I is a State project on City property, and the State will be working on an environmental analysis and return Pier I to operating conditions for the upcoming year. Manager Kniaziowski clarified there should be no cost to the City; the necessary permits were issued, and the decision to stop operations was a DOT determination. She said DOT will provide public announcements on the construction of Pier I. Councilmembers voiced disappointment in DOT's lack of foresight.

Manager Kniaziowski stated the permit to DEC for the composting facility was turned in and expected to go for public hearing at the end of November. She stated the FY2014 audit went well, and the presentation to the Council will be in January 2015. She provided updates on City projects, including the Monashka pumphouse; Aleutian Homes Phase V, Segment B; Snow Dump Survey; and Pier III. She shared that DOLW will present to the Council in January, and the Juneau legislative reception will be in March. She said she will be out of the office from November

16 through 21. She commented that Police Chief Wallace was interviewed regarding the Safe Streets Task force and heroin interception, which will be on channel 11 at 10 p.m.

### b. City Clerk

City Clerk Marlar thanked the Records Coordinators and Department Heads for their assistance to update the records retention schedule. She praised Parks and Recreation Director Corey Gronn for his efforts to bring the department into compliance with the records program. She shared her recent attendance at an ARMA conference and provided updates on records retention trends, social media, and other legal compliance issues. Clerk Marlar acknowledged Brianna Gibbs' departure off-island and stated it was a pleasure to work with her. She informed the public of the next scheduled Council work session and regular meeting.

### VII. MAYOR'S COMMENTS

Mayor Branson indicated it would be helpful to have a separate Department of Transportation list of Kodiak concerns and needed projects and would like further discussion at the City and Borough joint work session. She stated she was pleased about the mutual aid agreements and the skate ramps. She said she will attend AML and the Alaska Conference of Mayors next week, and she would like to invite newly elected State and Federal officials to Kodiak in the upcoming year. She wished Brianna Gibbs good luck in her future endeavors, and she wished everyone a happy Thanksgiving and a safe holiday.

### VIII. COUNCIL COMMENTS

Councilmember Haines reminded everyone to be careful driving in the morning, and he thanked Don Roberts for his service as a crossing guard. He stated he was pleased with Brianna Gibbs' work at KMXT, and he wished her well in her travels. He spoke in opposition of the construction stopping at Pier I due to the presence of sea lions and questioned why DOT was not aware of the issue earlier.

Councilmember Davidson wished Brianna Gibbs well and stated she did a splendid job informing the community of local issues. He reiterated the lobbyist's comments made at the work session and stated it will be a rough year for funding.

Councilmember Whiddon wished Brianna Gibbs well in her future endeavors. He acknowledged the work of the American Legion and VFW, and he thanked veterans for their service.

Councilmember Saravia wished everyone a happy Thanksgiving, and he wished Brianna Gibbs well in her endeavors. He asked the public to drive safely.

### IX. AUDIENCE COMMENTS

None

### X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

The	roll	call	vote	was	Councilmembers	s Davidson,	Haines,	Saravia,	and	Whiddon	in	favor.
Cou	nciln	nemb	ers Bi	ishop	and Walker were	e absent. The	e motion	passed.				

The meeting adjourned at 8:26 p.m.

	CITY OF KODIAK		
ATTEST:	MAYOR		
CITY CLERK			
Minutes Approved:			

(This page left intentionally blank.)

### **NEW BUSINESS**

### **MEMORANDUM TO COUNCIL**

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Date: December 11, 2014

Agenda Item: V. a. First Reading, Ordinance 1328, Authorizing a Contract With the Kodiak

**Historical Society to Operate the Baranov Museum** 

<u>SUMMARY</u>: The City of Kodiak has partially funded the Kodiak Historical Society (KHS) to operate the Baranov Museum for many years. The KHS requested that the City enter into an operating agreement or contract with them for the services. The City Manager worked with the KHS Executive Director over several months to develop a two-year agreement. Based on City Charter requirements and legal advice, the approval for a two-year operating agreement will be made by Council through the ordinance process. Staff recommends Council pass Ordinance No.1328 in the first reading and advance to second reading at the next regular or special Council meeting.

### **PREVIOUS COUNCIL ACTION:**

- Council has funded the Kodiak Historical Society to help cover operating costs of the Baranov Museum for many years through a line item in the Parks and Recreation portion of the City's operating budget
- KHS representatives made a presentation on the services provided and the requested FY2015-FY2016 funding to the Council at the March 25 work session in preparation for the final FY2015 budget and was present on May 10 at the special budget work session

**<u>DISCUSSION</u>**: The City has provided funding to the Kodiak Historical Society to help cover operating costs of the Baranov Museum for many years. Each fiscal year the KHS makes a request for funding for that year, and the funding amount approved by Council is added to the Parks and Recreation's operating budget.

Last year, KHS asked that the City enter into a five-year contract with them to operate the museum, similar to the agreement the City has with the Kodiak Humane Society to operate the animal shelter. The agreement would lay out what each party is responsible for and commit the City to funding regular increases at 3% per year. Staff and the KHS Executive Director worked toward development of an agreement that is shorter in length, is reasonable to both parties, and identifies the responsibilities of each party.

The recommended agreement is for two years with the specifically agreed upon funding levels for two years as supported by Council during the budget development process; \$90,000 for FY2015 and \$92,700

DECEMBER 11, 2014 Agenda Item V. a. Memo Page 1 of 3 for FY2016. An additional request from the KHS board is for the City to assume responsibility and costs for a five-year agreement with Simplex Grinnell to inspect the fire suppression system until 2019. If approved, that will add an additional \$928 per year to their agreement and would require a change to the annual amount. The City has other agreements with this firm, but the agreements are not for that length of time, cost less, and were negotiated by the City. However, KHS's contract with Simplex Grinnell was recently renewed, and the board wants the City to accept this additional cost and responsibility as one of the maintenance responsibilities of the City. The City does not own the collections, but does own the building. Staff understands that the City would be obligated to pay for this cost, and KHS would manage and monitor the contract. If Council agrees to the additional costs, the amount would be included in the FY2015 supplemental budget amendment and would increase the Parks and Recreation budget by that amount.

<u>ALTERNATIVES</u>: Council may pass Ordinance No. 1328 in the first reading and advance to the second reading, which would authorize the agreement at the budgeted and previously agreed upon amounts of \$90,000 for FY2015 and \$92,700 for FY2016. Council may amend the amount to include the additional funds as requested by the KHS or amend the agreement to reflect a different FY2015-FY2016 funding allocation.

**FINANCIAL IMPLICATIONS:** The current version of the FY2015 budget reflects an expenditure of \$90,000 for FY2015. The FY2015 amount is reflected in the General Fund, Parks and Recreation section of the budget and, if increased, additional funds would come from the General Fund fund balance. The amount for FY2016 of \$92,700 would be added to the draft budget for Council to approve.

**LEGAL:** The City Attorney was consulted about the agreement and process and he prepared the ordinance. He explained that the agreement requires approval through the adoption of an ordinance, per \$V-17 Contracts and Sales of the City Charter, because it is similar to a lease and deals with the disposal of interest in real property belonging to the City.

**STAFF RECOMMENDATION:** Staff recommends Council advance Ordinance No. 1328 to second reading and public hearing at the next regular or special meeting. The two-year agreement ending on June 30, 2016, would formally recognize and permit the Kodiak Historical Society to provide museum services and collections to the community through the Baranov Museum with terms to be determined by Council for each of the two years, with funds coming from the General Fund, Parks and Recreation, Museum account.

<u>CITY MANAGER'S COMMENTS</u>: The City has provided annual funding amounts to the KHS for many years in order to help them operate the Baranov Museum. KHS requested a formal agreement with the City, and I've worked with Tiffany Brunson on the development of the attached agreement while the City Attorney fashioned the ordinance. If Council agrees to the terms of the agreement, or wishes to

DECEMBER 11, 2014 Agenda Item V. a. Memo Page 2 of 3 accept the additional costs, they would advance Ordinance No. 1328 to second reading and public hearing at the next regular or special meeting.

### **ATTACHMENTS**:

Attachment A: Ordinance No. 1328

Attachment B: Proposed FY2015-2016 contract between the Historical Society of Kodiak and

the City of Kodiak

Attachment C: Proposal documents from Kodiak Historical Society

### **PROPOSED MOTION:**

Move to pass Ordinance No.1328 in the first reading and advance it to second reading and public hearing at the next regular or special meeting.

DECEMBER 11, 2014 Agenda Item V. a. Memo Page 3 of 3

### CITY OF KODIAK ORDINANCE NUMBER 1328

## AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING A CONTRACT WITH THE KODIAK HISTORICAL SOCIETY TO OPERATE THE BARANOV MUSEUM

WHEREAS, the City owns real property located at 101 E. Marine Way, Kodiak, Alaska, and the building located thereon known as the Baranov Museum ("Museum"); and

WHEREAS, the Kodiak Historical Society currently operates a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned by the Kodiak Historical Society ("Collection"); and

WHEREAS, because of the Kodiak Historical Society's experience operating the Museum and its ownership of the Collection, the Kodiak Historical Society is the only source for such services, and it is in the best interest of City and its residents that City contract with the Kodiak Historical Society for such services on a sole source basis under Kodiak City Code 3.12.070(d).

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

- Section 1: Notwithstanding anything to the contrary in Kodiak City Code Chapter 18.20, the Council of the City of Kodiak hereby authorizes the Contract for Museum Services with the Kodiak Historical Society for a term commencing July 1, 2014, and ending June 30, 2016, for the operation of the Museum.
- Section 2: The form and content of the Contract for Museum Services hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Contract for Museum Services to the Kodiak Historical Society 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 document now before this meeting, and from and after the execution and delivery of said document, 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 the Contract for Museum Services as executed.
- Section 3: The Contract for Museum Services authorized by this ordinance is subject to the requirements of City Charter Section V-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the

Ordinance No. 1328 Page 1 of 2 petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

CITY OF KODIAK

ATTEST:	MAYOR
CITY CLERK	
First Reading: Second Reading:	

Effective Date:

### DRAFT

## CITY OF KODIAK CONTRACT NO. MUSEUM SERVICES

**CONTRACT FOR MUSEUM SERVICES** dated as of July 1, 2014 by and between the City of Kodiak, an Alaska municipal corporation ("City"), whose address is 710 Mill Bay Road, Kodiak Alaska, and the Kodiak Historical Society, an Alaska nonprofit corporation ("Contractor"), whose address is 101 E. Marine Way, Kodiak Alaska.

WHEREAS, City owns real property located at 101 E. Marine Way, Kodiak, Alaska, and the building located thereon known as the Baranov Museum ("Museum"); and

WHEREAS, Contractor currently operates a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned by Contractor ("Collection"); and

WHEREAS, because of Contractor's experience operating the Museum and its ownership of the Collection, Contractor is the only source for the services that it is to provide under this Contract, and it is in the best interest of City and its residents that City contract with Contractor for such services on a sole source basis under Kodiak City Code 3.12.070(d).

NOW, THEREFORE, for and in consideration of the premises, and the terms, covenants, conditions, and provisions contained herein, it is the parties agree as follows:

### **ARTICLE I**

### Provision of Services, Term, Compensation

**Section 1.1. Agreement to Provide Services.** Contractor shall operate the Museum and provide museum services for the City as described in Article II.

**Section 1.2. Term of Contract.** The term of this contract commences July 1, 2014, and expires June 30, 2016, provided that either party may terminate this contract upon thirty (30) days written notice to the other party.

**Section 1.3. Compensation.** City shall pay Contractor the following annual fees for the services that Contractor provides under this contract. The annual fee shall be payable to Contractor in advance in equal quarterly installments on the first days of July, October, January and April; provided that the first quarterly installment shall be due on the day following the effective date of City Council approval of this contract.

- (a) For the period from July 1, 2014 through June 30, 2015: \$90,000
- (b) For the period from July 1, 2015 through June 30, 2016: \$92,700.

### **ARTICLE II Scope of Services**

- **Section 2.1. Scope of Work in General.** Contractor shall provide museum operation services at the Museum, including without limitation collections care, management of Contractor's archives, exhibitions, educational programs and building stewardship.
- **Section 2.2. Specific Museum Management Duties.** Subject only to the limitations set forth in this Contract, Contractor shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Museum during the term of this contract, including without limitation the following:.
- (a) Employ, pay, supervise and discharge all employees as deemed necessary by Contractor for the operation of the Museum;
- (b) Adopt and implement all policies relating to the acquisition, accession, loan, care, storage, deaccession and disposal of the Collection in accordance with the standards defined by the American Alliance of Museums;
- (c) Adopt and implement the exhibition, interpretation, display and public access of the Collection in accordance with the standards defined by the American Alliance of Museums;
- (d) Adopt and implement the historical, educational and research policies, programs and activities of the Museum;
- (e) Properly maintain all Collection inventory records, accession records, condition assessment and conservation records, and exhibition records;
- (f) Adopt and implement the budgetary and fiscal policies of the Museum, including the establishment of admission fees and other fees and charges for other program services;
- (g) Keep and maintain the financial books and records of the Museum in accordance with generally accepted accounting principles;
  - (h) Adopt and implement the building and maintenance policies for the Museum;
  - (i) Adopt and implement the best practices for building stewardship of the Museum;
- (j) Adopt and implement policies relating to the ancillary activities and services offered at the Museum; and
- (k) Adopt and implement policies relating to the promotion and publicity of the Museum. In performing its duties under this Section, Contractor shall exercise the same degree of care and skill exercised by nonprofit corporate owners and managers of similar local/regional history museums in the United States and shall comply in all material respects with all laws applicable to the conduct of its business and the use and operation of the Museum.
- **Section 2.3 Public Museum.** Contractor shall operate the Museum as a facility open to the general public, subject to such reasonable rules and regulations as Contractor may promulgate in its discretion from time to time regarding matters that include without limitation admission fees; days and hours of operation; the safety of employees and the general public; the safety, protection and security of the Collection; the anonymity of donors who desire anonymity; and, to the extent required by law, the confidentiality of employee records and business records.
- **Section 2.4. Collection.** Contractor shall have full responsibility for the maintenance, care, documentation and use of the Collection. The accession and deaccession of Collection items as

well as their management, care, documentation and use shall be governed by Contractor's Collection Management Policy and in accordance with standards defined by the American Alliance of Museums. The Collection will be used for exhibitions, research and public programs at the discretion of Contractor in accordance with its mission and in order to provide museum services to the City.

**Section 2.5. Contractor Employment Responsibilities.** All services required under this Contract shall be performed by Contractor or under its supervision. Contractor shall employ at its own expense all personnel required to perform Contractor's services under this Contract in a timely and proper manner. Such personnel shall not be considered contractors or employees of the City, and the City shall have no responsibility or liability whatsoever to any Contractor personnel, or for their acts or omissions.

Section 2.6. Alterations and Improvements to Museum. Contractor may make whatever nonstructural alterations or improvements to the Museum that it deems necessary or desirable in the best interests of the Museum. Contractor shall make no structural alterations or additions to the Museum or any associated City property without the written consent of the City. Unless otherwise provided in such written consent, any structural improvements or additions constructed by the Contractor shall become the City property upon substantial completion. All such nonstructural or structural alterations, improvements and additions, regardless of how funded, shall be part of the Museum real property and shall be subject to the terms of this Agreement.

**Section 2.7. Personal Property.** Contractor may furnish, install and maintain at the Museum any and all personal property which Contractor deems necessary or desirable in connection with the operation of the Museum. All tangible personal property acquired by City or Contractor and installed in or located at the Museum, regardless of how funded, shall be deemed to be subject to the terms of this Contract. All personal property installed in or located at the Museum shall be the property of Contractor. Contractor may alter, rehabilitate and improve such personal property in such manner, as it deems necessary or desirable in the best interests of the Museum.

**Section 2.8. No Liens.** In performing any work required or permitted under this contract, Contractor shall keep the Museum free of all liens, and hold the City harmless from liability for any such liens, including costs and attorney fees.

### **ARTICLE III Payment of Expenses**

**Section 3.1. In General.** Except as this Article provides otherwise, Contractor shall bear all costs and pay all expenses incurred in providing the services required under this contract.

**Section 3.2. Utilities.** City shall pay the costs of the following utility services provided to the Museum: fuel oil, heat, electricity, water and sewer. Contractor shall pay the costs of telecommunications utility services and, except as provided in the preceding sentence, any and all other utilities provided to Contractor at the Museum.

### Section 3.3. Repairs and Maintenance.

- (a) Contractor shall provide at its expense the following at the Museum:
  - (1) Interior janitorial services
  - (2) Replacement of light bulbs and receptacles as needed
  - (3) Exhibit construction and maintenance
  - (4) Flower beds and plant box plantings and maintenance
  - (5) Fire alarm and suppression system annual inspections
  - (6) Boiler system annual inspections
- (b) City shall provide at its expense the following at the Museum:
  - (a) Maintenance of electrical, water and sewer utility facilities
  - (b) Snow removal from the parking lot and pedestrian walkways
  - (c) Lawn mowing and general landscaping
  - (d) Maintenance or replacement of sidewalk and parking lot pavement
  - (e) Structural building maintenance or replacements when funds are available

### ARTICLE IV Indemnification and Insurance

**Section 4.1. Indemnification.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this contract.

### Section 4.2. Insurance.

- (a) Contractor, at its expense, shall provide the following insurance coverages for its performance under this contract, and shall provide to City certificates of insurance and/or policies acceptable to City therefor at the time this contract is executed:
  - (1) Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
  - (2) Workers' Compensation Insurance. Contractor shall provide and maintain, for all employees of Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045 or any other applicable statutes or regulations. Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.
- (b) Additional Insurance Requirements. Each policy of insurance that Contractor provides under this section shall:
  - (1) List the as additional insureds City, including all elected and appointed City officials, all City employees and volunteers, all City boards, commissions and/or authorities and their board members, employees, and volunteers, and waive subrogation in favor of the foregoing;

- (2) Provide coverage that is primary to City and not contributing with any other insurance or similar protection available to City, whether other available coverage be primary, contributing, or excess;
- (3) Require sixty (60) days written notice of cancellation non-renewal, reduction and/or material change addressed to: City Clerk, 710 Mill Bay Road, Room 220, Kodiak, AK 99615.
- (c) Continuation of Coverage. If the above coverage expires during the term of this Contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date. Contractor shall not commence operations under this Contract until it has obtained the coverage required under the terms of this Contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska and acceptable to City. If Contractor fails to comply with the insurance requirements of this contract, City may terminate this contract on ten (10) days written notice. Contractor covenants to maintain all insurance policies required in this Contract for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations. The coverage required by this Contract shall cover all claims arising in connection with Contractor's performance under this contract, whether or not asserted during the term of this contract and even though judicial proceedings may not be commenced until after this contract expires.

### ARTICLE V Miscellaneous

**Section 5.1. Independent Contractor.** Notwithstanding anything to the contrary contained herein, this contract shall not be deemed or construed to make the parties hereto partners or joint venturers, to render either party liable for any of the debts or obligations of the other, or to make either party the agent of the other or to bind or obligate the other in any manner to any third party. Without limiting the generality of the foregoing, the employees of Contractor are not City employees and are not entitled to any of the benefits City provides for its employees, including without limitation, health, life or disability insurance, sick or annual leave, or worker's compensation.

**Section 5.2. Authority of Signers.** Each individual executing this contract hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this contract to the terms hereof.

**Section 5.3. Entire Agreement; Amendment.** This contract constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein. This Agreement may be amended only by a written instrument executed by each of the parties hereto.

**Section 5.4. No Waiver.** No waiver of any condition or provision of this contract by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

**Section 5.5. Severability.** If any provision of this contract is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this contract and replaced by a valid provision as close in meaning and intent as the excised provision as circumstances require, and this contract shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

**Section 5.6. Assignment or Delegation.** Contractor may not assign its rights or delegate its duties under this contract, or any part of it, except with the prior written consent of City.

**Section 5.7. Governing Law.** This contract shall be governed by the laws of the State of Alaska and any suit or legal action hereunder shall be brought only in the courts of said State, in the Third Judicial District at Kodiak.

**Section 5.8. Notice.** Any notice required by this contract must be hand delivered or sent by first class mail to the appropriate party at the address set forth above the signatures below, or any other address which the party subsequently designates in writing.

2014.	ave hereunder set their hands this day of
CITY OF KODIAK 710 Mill Bay Road	KODIAK HISTORICAL SOCIETY 101 E Marine Way
Kodiak, AK 99615	Kodiak, AK 99615
Aimée Kniaziowski, City Manager	Michael Bach, President
Attest:	Witness:
Debra L. Marlar, City Clerk	

DIMURNEGO MUJEREOR A





### KODIAK HISTORICAL SOCIETY

101 MARINE WAY, KODIAK, ALASKA 99615 (907) 486-5920 • baranov@ak.net www.baranovmuseum.org

December 4, 2013

Aimee Kniaziowski, City Manager Mayor Pat Branson City Council Members City of Kodiak P.O. Box 1397 Kodiak, Alaska 99615

Dear Ms. Kniaziowski, Mayor Branson and Council Members,

The City of Kodiak and the Kodiak Historical Society have been in partnership to care for and operate the Baranov Museum since 1972, when the City accepted the ownership of the Russian American *magazin* from the Alaska Housing Authority. Together we have built a museum unlike anything else in the state of Alaska. The Museum, Alaska's oldest building, is also the only Alaskan structure that encompasses the history of both the Russian-American Company and the Alaska Commercial Company – two trading empires that shaped the development of Alaska for 150 years. The collections housed within are the authentic and tangible remnants of this remarkable history. We sincerely appreciate the City's ongoing stewardship. Though our partnership has functioned well to protect the *magazin* and the history of Kodiak, our agreement has never had a formal contract, leaving both our organizations and the building vulnerable.

The City of Kodiak owns our physical building and provides utilities as an in-kind contribution of \$16,400 for FY2013. The City of Kodiak currently provides \$77,500 to the Kodiak Historical Society to operate the Baranov Museum. The Kodiak Historical Society uses these funds to support its basic operating costs and provide cost share for federal, state and local grants to fund special projects.

The contribution from the City provides for less than 22% of our annual income with an additional 2% with the in kind utilities. With this money we provide the City with vital museum services including operation of the Baranov Museum five days a week in the winter and six days in the summer; care and preservation of an ever-increasing collection of artifacts, photographs, publications and documents significant to the history of our community; the provision of interpretive tours of the Baranov Museum to visiting groups including school children, historical researchers, independent travelers, delegations and other special guests, and to any group upon request; the provision of educational programming to the Kodiak community including research lectures, art exhibits and workshops and monthly children's art and educational activities; and creating new temporary exhibits, such as *Kodiak's Filipino Community Stories* (October 2012 – May 2013) and *Found on Site: Objects From Within The Magazin* (May 2013 - present) that offer new and dynamic learning opportunities.

The City's contribution provides less than 25% of our operating expenses. As a healthy nonprofit, we have diverse revenue streams. We can and do secure grant funds for expanding programs and special initiatives, but it is nearly impossible to fund basic operational needs through competitive grants.

The additional amount we ask from the city would raise the city contribution to nearly 30%. The funds would allow us to secure larger grants to offer more programs to the community, increase the accessibility of our collections and archives, renovate our exhibits and better preserve and share Kodiak's history. A built in 3% compounded increase would allow us to keep up with the increased cost of operations each year.

The partnership with the City of Kodiak allows us to care for our unique and irreplaceable building, the Russian American *magazin*. Consistent local government support is an important indicator that funding agencies look for when considering whether the Baranov Museum merits their financial investment. In just the past five years, the Society has raised \$665,000 through federal and state grants, state legislative requests and local fundraising solely for much needed restoration on the building, including restoration of the windows, full exterior paint, a new electrical system and fire suppression system. The Society is fully committed to the continued preservation of the Baranov Museum building and part of the museum services offered in the contract with the City are building stewardship, including applying for grants, legislative requests and local fundraising, identifying and managing the needs of the building, seeking expert recommendations on the best ways to protect this National Historic Landmark and providing administration services for any restoration project.

Government contributions to museums and other cultural institutions benefit more than just historic buildings and objects. Museums rank among the top three family vacation destinations and businesses factor access to cultural resources into their decisions to relocate. Supporting cultural and heritage institutions supports the economic well being of communities; governments that support the arts see a return on their investment on average of over \$7 in taxes for every \$1 the government appropriates. The Society uses the contribution of the City as cost share for grants in addition to its own funds. Last year, as an example, the Society received \$50,000 in grants, each of which required a 1:1 cost share. Much of those funds are expended locally through paying local businesses or staff, funneling that money back into our local economy.

The relationship between the City of Kodiak and the Kodiak Historical Society is not unusual. According to a 2009 survey, at least five other cities in Alaska own the building housing the local museum while a nonprofit corporation owns the collections and operates the museum: Sitka, Wasilla, Haines, Cordova and Unalaska. All of these museums are funded by the city at or above 50%. Prior to 2004, the City of Kodiak funded the Baranov Museum at 35% or \$92,000. Costs of nearly every service provided by the Society continue to increase, but a return to 2004 funding levels would allow the Society to expand and improve the museum services it currently provides.

Through the Baranov Museum, The Kodiak Historical Society creates opportunities for the public to explore the cultural history of Kodiak Island and neighboring communities. Our collections are catalysts in the learning process and the museum is a learning place where knowledge is discovered, shared and exchanged. The City of Kodiak is instrumental in the operation of the Baranov Museum. A contract between the City and the Society would protect both organizations and solidify our forty year partnership.

Most sincerely,

Tiffany Brunson Executive Director, Kodiak Historical Society

KODIAK HISTORICAL SOCIE	TY -	- OPERATING BUDG	ET
REVENUE		FY15	
		Budget Draft	
Grants			
City Grant	\$	90,000.00	
Borough Grant	\$	9,000.00	
City Inkind Grant	\$	16,000.00	
Museums Alaska/Rasmuson	\$	2,820.00	
Spouses Association of Kodiak	\$	500.00	
Other Grants	\$	2,000.00	
Total Grants	\$	120,320.00	
Contributed Income			
Donations	\$	17,000.00	
Foundations	\$	5,000.00	
Total Contributed	\$	22,000.00	
Earned Income			
Membership	\$	4,000.00	
Admissions	\$	16,000.00	
Education Programs	\$	1,000.00	
Fundraising	\$	8,500.00	
Archival Revenue	\$	200.00	
Store Sales	\$	80,000.00	
Tot Earned Inc	\$	109,700.00	
TOT. REVENUE	\$	252,020.00	

EXPENDITURES		FY15	
		Budget Draft	
Wages/Benefits	\$	195,000.00	
Store Goods Cost	\$	35,000.00	
In-Kind Utilities	\$	16,000.00	
Finanical Services	\$	7,500.00	
Exhibits	\$	500.00	
Collections Care	\$	4,320.00	
Acquisitions	\$	5,000.00	
Equipment	\$	500.00	
Marketing & Promotions	\$	6,500.00	
Ed. Program supplies	\$	1,500.00	
Supplies	\$	3,000.00	
Communications	\$	7,000.00	
Travel/Education	\$	6,000.00	
Printing/Graphic Design	\$	3,000.00	
Repairs/Maintence	\$	2,500.00	
Insurance	\$	2,200.00	
Meetings/Catering	\$	1,000.00	
Fundraising	\$	1,500.00	
Dues/Subscrip	\$	1,500.00	
TOT. EXPENDS.		299,520.00	
NET PROCEEDS		(47,500.00)	
Non-Operating Income			
Interest Earned			
Realized Gains/Losses			
Unrealized Gains/Losses			
Other Miscellaneous	_		
Total Non-Operating			

(This page left intentionally blank.)

### MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Through: Corey Gronn, Parks and Recreation Director

Date: December 11, 2014

Agenda Item: V. b. Resolution No. 2014–37, Issuing a Permit to Kodiak Hockey League to Sell

**Concessions for Hockey Games at Baranof Park** 

<u>SUMMARY</u>: The Kodiak Hockey League (KHL), a newly formed local non-profit organization, has requested permission to sell concessions at its games at Baranof Park. Staff recommends Council approve this use by adopting Resolution No. 2014–37.

**PREVIOUS COUNCIL ACTION:** As provided for in the Kodiak City Code, Council periodically issues permits to non-profit organizations to conduct fundraising or other related activities on City property.

<u>DISCUSSION</u>: Kodiak Hockey League is a newly formed non-profit organization that provides up to 150 Kodiak youth the opportunity to learn the game of hockey as well as sportsmanship, fair play, respect, and teamwork. KHL wants permission from the City to sell concessions in an effort to fundraise on City property to support its activities. Youth sport clubs like KHL do great work in the community and alleviate some of the burden on the City Parks and Recreation Department in administering those programs.

### **ALTERNATIVES:**

- Adopt Resolution No. 2014–37. This is staff's recommendation, because it supports youth sports
  and the Kodiak Hockey League. It is also consistent with past practice and is allowed by City
  Code.
- 2. Do not adopt Resolution No. 2014–37. This is not recommended, as this group is willing to follow City Code requirements.

**LEGAL:** KCC 5.04.050 allows the Council to issue permits to non-profit organizations to conduct activities on designated City-owned property through passage of a resolution. The attached resolution complies with that requirement.

**STAFF RECOMMENDATION:** Staff recommends the Council adopt Resolution No. 2014–37 granting the Kodiak Hockey League a permit to sell concessions as requested, providing they coordinate activities with the Parks and Recreation Director, and comply with KCC sections 5.04.050 (b), (d), and 5.04.060.

December 11, 2014 Agenda Item V. b. Memo Page 1 of 2 <u>CITY MANAGER'S COMMENTS</u>: As stated above, the Kodiak Hockey League is a newly formed non-profit organization committed to raising money to support the expenses associated with providing youth hockey league activities. Hockey, especially youth hockey, is a sport growing in popularity. I recommend Council approve the attached resolution to allow the League to collect fees during hockey games at the Baranof Park ice rink.

### **ATTACHMENTS:**

Attachment A: Resolution No. 2014–37

Attachment B: Request letter from Kodiak Hockey League

### **PROPOSED MOTION:**

Move to adopt Resolution No. 2014–37.

December 11, 2014 Agenda Item V. b. Memo Page 2 of 2

### CITY OF KODIAK RESOLUTION NUMBER 2014–37

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE KODIAK HOCKEY LEAGUE TO SELL CONCESSIONS FOR HOCKEY GAMES AT BARANOF PARK

WHEREAS, the Kodiak Hockey League is a new local nonprofit organization dedicated to the promotion of youth hockey; and

WHEREAS, the Kodiak Hockey League sponsors and supports the activities of approximately 150 Kodiak youth who participate in hockey in Kodiak; and

WHEREAS, this year, the Kodiak Hockey League requests permission to set up and then remove a concession space at the City's ice rink during hockey games and events for the season.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a permit be issued, with the permit fee waived, as provided in Kodiak City Code Section 5.04.050(d), to the Kodiak Hockey League to sell concessions during hockey games and events for the season.

BE IT FURTHER RESOLVED that permission is granted for the League to sell concessions at the games on the condition that the League complies with the applicable stipulations set forth in Kodiak City Code Section 5.04.050.

BE IT FURTHER RESOLVED that event sponsors shall coordinate park use with the Kodiak Parks and Recreation Director and the City Manager.

CITY OF VODIAV

		CITT OF KODIAK	
ATTEST:		MAYOR	
	CITY CLERK		
		Adopted:	

City Council,

Kodiak Hockey League (KHL) is requesting the use of city property for fundraising purposes. KHL is 501 c (3) non profit entity( EIN # 46-4989131) providing winter time activity to the youth of Kodiak through Hockey. We would like to sell simple concessions, sweatshirts, etc. to help generate revenue for the league. A temporary concession area would be set up and taken down on rink property under the roof each time we intend to use. We would do this during KHL scheduled activities.

Thank you for your consideration.

Sincerely,

John Glover President Kodiak Hockey League

### MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Debra Marlar, City Clerk

Date: December 11, 2014

Agenda Item: V. c. Appointment to the City Position on the Prince William Sound Regional

Citizens Advisory Council

<u>SUMMARY</u>: The City of Kodiak has a dedicated seat for a representative on the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC). Jane Eisemann, who has served as the City's representative since 2001 has resigned her position, and another individual needs to be appointed to the City-designated seat. Ms. Eisemann's seat expires in May 2015. PWSRCAC staff has informed the City that the Council may recommend appointment through May 2015 or may recommend appointment through May 2017.

**PREVIOUS COUNCIL ACTION:** The City of Kodiak has appointed a representative to the PWSRCAC since it was established in the early 1990s. Jane Eisemann has served in the position since January 25, 2001.

**BACKGROUND:** The Prince William Sound Regional Citizens' Advisory Council's mission is to promote environmentally safe operation of the Alyeska Pipeline marine terminal in Valdez and the oil tankers that use it. The City's representative on the PWSRCAC has the opportunity to influence decisions having profound implications for oil transportation safety in Alaska and the State's oil spill prevention and response capabilities. PWSRCAC is seeking an appointee who understands Kodiak's needs, concerns, and perspectives; has a basic familiarity with oil spill transportation issues; has a schedule flexible enough to allow for travel; is committed to the PWSRCAC's mission; and seeks opportunities to foster cooperative relationships with citizens, industry, and regulatory agencies.

<u>DISCUSSION</u>: The City Clerk advertised the vacant position in the newspaper and via Public Service Announcements. Two applications were received. At the December 9 work session, the Council interviewed applicants and reviewed applications for the vacant position.

### **ALTERNATIVES:**

- 1) Appoint a City representative to the PWSRCAC. This is recommended to ensure the City continues to be represented on the Advisory Council.
- 2) Do not make an appointment, which is not recommended.

DECEMBER 11, 2014 Agenda Item V. c. Memo Page 1 of 2 <u>CITY MANAGER'S COMMENTS</u>: I recommend an appointment be made to the PWSRCAC at this meeting. Kodiak has been well served through the representation of Jane Eisemann for the past 13 years. There is interest in serving on this board to guarantee Kodiak representation and encourage Council to select a candidate to fill that seat for the next six months or through May 2017.

### **ATTACHMENTS**:

Attachment A: Letters of interest and qualifications
Attachment B: Resignation letter from Jane Eisemann

Attachment C: PWSRCAC email regarding term of appointee

### **PROPOSED MOTION:**

Move to appoint \_\_\_\_\_ as the City of Kodiak representative on the Prince William Sound Regional Citizens' Advisory Council for a term ending May 20xx.

DECEMBER 11, 2014 Agenda Item V. c. Memo Page 2 of 2

### TRENTEN T. DODSON

P.O. Box 8320 Kodiak AK 99615

Honorable Pat Branson, Mayor Kodiak City Council 701 Mill Bay Road, Room 216 Kodiak, AK 99615



mobile: 586.219.3793 work: 907-486-6555 e-mail: kraa.dodson@gci.net

November 21, 2014

RE: Consideration as a City of Kodiak's representative for the Prince William Sound RCAC

Mayor Branson and City Council members,

I am writing this letter to express my interest in serving as the City of Kodiak's representative on the Prince William Sound Regional Citizen's Advisory Council's (Prince William Sound RCAC) board of directors. You will find I am very familiar with the RCAC's operations and its role in oil spill prevention and environmental protection.

Currently, I am a public member of the Cook Inlet Regional Citizen's Advisory Council's (Cook Inlet RCAC) Environmental Monitoring Committee (EMC) and in the past, I have severed as member of the EMC, Protocol Committee, and Executive Committee as a Cook Inlet RCAC board member representing the commercial fishing interest groups. Additionally, I was employed by Cook Inlet RCAC as the Director of Public Outreach here I provided outreach and education on Council research projects and oil spill prevention efforts to federal, state, and local governments as well as at national conferences.

I feel that my past Cook Inlet RCAC experience and my background in science and biology - Cook Inlet Aquaculture Association (CIAA) from 2001 to 2007 - will afford me the opportunity to make a positive contribution to the Prince William Sound RCAC. My position current positon with the Kodiak Regional Aquaculture Association (KRAA) will also bring an understanding of the importance of Kodiak's salmon resource to our economy and our need to protect that resource. For further information, I have included my resume.

Thank you for your consideration,

Trenten T. Dodson

Cc/ Randall Bishop Charles Davidson

**Terry Haines** 

**Gabriel Saravia** 

Richard Walker

John Whiddon

### TRENTEN T. DODSON

P.O. Box 8320 Kodiak AK 99615 mobile: 586.219.3793 work: 907-486-6555 e-mail: kraa.dodson@gci.net

#### **EMPLOYMENT**

Kodiak Regional Aquaculture Association (Kodiak, AK) December 2012-Present **Production and Operations Manager** 

Project Management: Responsible for overseeing, all aspects hatchery operations and field investigations of salmon on Kodiak & Afognak Islands. Develop new projects to increase salmon production.

Outreach: Present research findings to state and local governments and community organizations; Write, design and manage newsletter, annual report and other publications; Maintain website and social media

Trenten Dodson – Sole Proprietor (Soldotna, AK)

October 2007-2012

**Independent Design Contractor** 

Write and design newsletters, annual reports, and informational brochures; Coordinate printing services for client

Waddell & Reed (Kenai, AK)

June 2011-August 2012

**Financial Advisor** 

Worked with clients to find proper investment strategies through detailed financial planning; Sold mutual funds, life and health insurance, and stocks and bonds

Cook Inlet Regional Citizens Advisory Council (Kenai, AK) October 2007-May 2011

Director of Public Outreach

Media contact and spokesperson; Wrote press releases; Provided outreach and education on Council research projects and oil spill prevention efforts to federal, state, and local governments as well as at national conferences; Provided assistance with grant applications; Wrote, designed and managed newsletter, annual report and other publications; Maintained website and relations with US Coast Guard

Cook Inlet Aquaculture Association (Kenai, AK)

May 2001-September 2007

**Senior Biologist** 

Conducted hatchery evaluation and research projects, analyzed fisheries data, managed budgets and grants; Wrote reports; Procured federal and state permits, oversaw logistics of 12 field camps; Coordinated commercial fishing and fish processing efforts for cost recovery program; Maintained warehouse and procured supplies and materials

**EDUCATION** 

Wabash College (Crawfordsville, IN)

1993-1998

Bachelor of Arts Biology, Psychology

Northern Michigan University (Marquette, MI)

2000

Post Baccalaureate Biology Courses

**AWARDS** 

Kenai Rotary Club – Rotarian of the Year 2010-2011 Kenai River Brown Bears – Volunteer of the Year 2011-2012 Waddell & Reed Superstarter Award – Bronze Level

### TRENTEN T. DODSON

P.O. Box 8320 Kodiak AK 99615 mobile: 586.219.3793 work: 907-486-6555 e-mail: kraa.dodson@gci.net

2008-2012

COMMUNITY INVOLVEMENT

Cook Inlet RCAC March 2013-Present Environmental Monitoring Committee (Public Member)

Kodiak Maritime Museum

January 2013-Present

Board Member, Secretary

Peninsula Oilers - Alaska Baseball League (Kenai, AK) June 2012-July 2012

Public Address Announcer

Alaska Challenger Learning Center (Kenai, AK) March 2012-July 2012
Helicopter Underwater Egress Training Safety Diver

United Way of the Kenai Peninsula 2010-2012 Allocation Committee

Kenai Peninsula Youth Foundation 2009-2012 Kenai River Brown Bears Junior A Hockey

Junior Achievement of the Kenai Peninsula 2009-2012

Board Member

Kenai Chamber of Commerce
Ambassador, Scholarship Committee

Kenai Watershed Forum 2001-2012

Volunteer, Endowment Committee

Rotary Club of Kenai 2008-2012
Scholarship Chair 2010-2012
President 2011-2012
Secretary 2009-2011

Cook Inlet RCAC 2006-2007

Board of Directors (Commercial Fishing Representative)

**Environmental Monitoring Committee** 

**Executive Committee** 

Protocol Committee (Vice-Chair)

Cook Inlet Salmon Branding 2003-2005

Board Member, Secretary

### Wayne K. Donaldson Box 3312 (1516 Baranof Street) Kodiak, AK 99615 Cell Phone: 907-654-7350

Home Phone: 907-486-8882 Email: wkdonaldson1@gmail.com



Letter of interest for City of Kodiak representative to Prince William Sound Regional Citizens' Advisory Council.

I've lived in the oil spill region since 1985 and was a resident of Cordova at the time of the *Exxon Valdez* tanker grounding. In 1989, while working for the Alaska Department of Fish and Game (ADF&G), I conducted oil spill damage assessment projects on fishery resources along with managing commercial shellfish resources in Prince William Sound (PWS). From 1991 – 1994 I managed the PWS salmon and herring stocks, and in 1995, transferred to Kodiak and supervised management of commercial salmon and herring fisheries and later shellfish and groundfish fisheries.

In December 2004, the M/V Selendang Ayu ran aground off Unalaska Island, and in December 2012 the drilling vessel Kulluk grounded on the east side of Kodiak. My involvement with each grounding was to manage fisheries for zero tolerance for product contamination and avoidance of fishing gear interactions.

Board members of the Prince William Sound Regional Citizens' Advisory Council promote environmental safety in the transportation of oil and I would welcome the opportunity to contribute to this independent advisory group. I am knowledgeable of the commercial fisheries and geography of this region, and have previous experience serving on volunteer boards. I believe I could represent the City of Kodiak in this capacity.

EDUCATION University of Alaska

Fairbanks, Alaska

Bachelor Science, Biology - May 1980

EMPLOYMENT State of Alaska

Department of Fish and Game

Kodiak, Alaska

1999 – present: Regional Shellfish/Groundfish Management Biologist

1995 – 1999: Regional Salmon/Herring Management Biologist

State of Alaska

Department of Fish and Game

Cordova, Alaska

1991 – 1994: Salmon/Herring Area Management Biologist

1985 – 1990: Shellfish Area management Biologist

### VOLUNTEER

University of Alaska Fairbanks Alumni Association Board of Directors

2011 - 2017

St. Mary's Parish, Kodiak Finance Council member 2012 - present

### **Professional References**

Nick Sagalkin Regional Supervisor Alaska Department of Fish & Game Kodiak, Alaska Nick.Sagalkin@Alaska.gov 907-486-1801

Doug Pengilly Regional Research Biologist Alaska Department of Fish & Game Kodiak, Alaska Doug.Pengilly@Alaska.gov 907-486-1865

Heath Hilyard
President
University of Alaska Fairbanks Alumni Association
HeathEdward@gmail.com
907-244-4909

#### ADDITIONAL INFORMATION

- ADF&G advisor to Alaska Board of Fisheries for the Bering Sea Crab Rationalization Task Force.
- ADF&G advisor to the Bering Sea/Aleutian Islands Crab Observer Oversight Task Force.
- Member of the North Pacific Fishery Management Council's Crab Plan Team, 1999 present.
- Member of the North Pacific Fishery Management Council's Steller sea lion RPA committee, 2001, 2004.
- Member of the State's Subsistence Policy Advisory Group, 1997-1998. Explore options for dual and comanagement of subsistence hunting and fishing.
- •Department of Fish & Game, Commercial Fisheries Division, Fisheries Management Award, 1995, and Director's Meritorious Service Award, 2009.

October 17<sup>th</sup>, 2014

Dear Mayor Branson and Kodiak City Councilmen,

The following 'announcement' is bitter sweet. I will be resigning from Kodiak City Representative Position on the Prince William Sound Regional Citizens Advisory Council. I have just this week signed a contract with ALYESKA to be the new Fishing Vessel Spill Response Coordinator for the Kodiak Fleet. When I applied for the position back in August I knew that if I was awarded the contract I would have to resign, but felt that this position would be rewarding and keep me involved with the mission of the RCAC. The good news is I can still participate as a volunteer on committees.

My tenure on the board has been beyond rewarding, and I look back on the last 13 years with gratitude. I have made lifetime friends among staff, committee volunteers and board members of the PWSRCAC and feel that I was (and will continue to be) a part of a process that makes a difference, with people that I am proud to be associated with. I don't think the PWSRCAC is a NOBLE 'EXPERIMENT' any longer. Perhaps it should read Noble SUCCESSFUL experiment. That's not to say that there won't be another disaster — but because of the council and its work — the chances are far less and if a spill event occurs, the outcome will be less devastating.

So with that said -

The bitter: - I will miss sitting at the table representing the City of Kodiak. The sweet: - I am still involved with the mission of the PWSRCAC in my new position, and hope I can be at the table when recommendations are being made to make the response vessel program even more robust.

Respectfully,

√ane Eisemann

lare Essermann

#### Marlar, Debra

From: Matlock, Lisa M. [lisa.matlock@pwsrcac.org]
Sent: Wednesday, December 03, 2014 11:23 AM

To: Marlar, Debra

Cc: Rothchild, Stephen; Swanson, Mark A; Schantz, Donna; Fleming, Jennifer; Eisemann, Jane

Subject: RE: Kodiak Board Seat Transition

#### Hi Debra,

We realized that I had not answered the second half of your email about the board seat term. I apologize for missing that.

All Prince William Sound RCAC board seats are filled on a two-year basis, usually starting in May. Officially, the City of Kodiak seat would normally expire May of 2015. However, if it is easier for the city to fill the seat for the completion of the current term and for the next term, you can add language to your new official representative's letter that explains this. Here is a sample, but you can alter it to fit your needs as long as the term of the seat is clear to the board so they can vote appropriately when asked to seat the new City of Kodiak representative in January.

"The City of Kodiak would like to have its representative, \_\_\_\_, join the Prince William Sound RCAC board not only through the current term which expires in May of 2015, but to extend through the next term which will expire in May of 2017".

Please let me know if you have any questions about this.

Lisa

# Lisa Matlock

Outreach Coordinator Prince William Sound Regional Citizens' Advisory Council 3709 Spenard Road, Suite 100 | Anchorage, Alaska 99503 | 907.273.6235 lisa.matlock@pwsrcac.org

Sign up for our email newsletter: *The Observer* 

On the Web: www.pwsrcac.org | Find us on Facebook | Follow us on Twitter



From: Marlar, Debra [mailto:dmarlar@city.kodiak.ak.us]

Sent: Thursday, November 13, 2014 10:02 AM

(This page left intentionally blank.)

#### MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers

From: Aimee Kniaziowski, City Manager

Thru: Mark Kozak, Public Works Director

Date: December 11, 2014

Agenda Item: V. d. Authorization to Purchase Vehicle for Public Works

<u>SUMMARY</u>: In the FY2015 budget, Public Works budgeted for the replacement of an existing maintenance pickup for the water/distribution division. Pickup No. 1 has been through a mechanical evaluation by the City maintenance shop and is recommended for replacement. Staff recommends the ½ ton 4x4 pickup for Public Works be awarded to Kodiak Motors in the amount of \$23,300 (Bid No. 528).

**PREVIOUS COUNCIL ACTION:** The City Council adopted a vehicle and equipment replacement policy in 2011. This replacement vehicle was budgeted in the FY2015 budget.

**DISCUSSION:** Each vehicle and piece of heavy equipment is evaluated by the City shop to determine its mechanical safety and condition prior to being recommended for replacement. By using a mechanical and structural evaluation process, the maintenance crew evaluates each piece first for safety issues and second for significant mechanical issues requiring major investment in repairs. Staff then weighs the estimated repair or component replacement cost against the potential additional years of service. Structural deterioration of the frames on smaller vehicles typically determine the remaining time in service, especially in the Kodiak environment. As each vehicle or piece of heavy equipment is evaluated, staff also weighs the risk of extending the time in service. Staff evaluates the equipment and vehicles prior to the department budget preparation. This means that most vehicles or equipment would be evaluated by April for the coming year's budget preparation. If a piece of equipment or vehicle is extended one year, that piece typically remains in service for 18 months to two years before it is actually replaced. Public Works also modifies bid specs to accept current-year models in an effort to save cost and improve delivery times.

The vehicle replacement policy estimates replacement of a maintenance pickup at 12 years. Pickup No. 1 was purchased in 2001. The vehicle is 14 years old, and during its evaluation in April 2014, the following items were identified:

- 1) Oil leak in rear engine crankshaft seal. Repair would require removal and engine overhaul.
- 2) Frame is rusty and the floor boards on the driver's side have rusted through.
- 3) Rocker panels on both sides have rusted through.

DECEMBER 11, 2014 Agenda Item V. d. Memo Page 1 of 2 4) Vehicle frame from rear axles to tail gate is severely rusted and falling apart. Shop crew replaced the bed on this vehicle earlier because it had rusted through.

5) Interior wear, seat.

The Public Works Director requested the shop to do another evaluation of the vehicle, which was done on November 5. Attached is the written inspection sheet and photos.

#### **ALTERNATIVES:**

1) Award the bid to the lowest responsible bidder in the amount of \$23,300, which is staff's recommendation.

2) Reject the bids and not purchase the new vehicle. This is not recommended, since mechanical evaluation of this vehicle has identified numerous mechanical and structural issues.

**FINANCIAL IMPLICATIONS:** The funding for replacing the vehicle was approved in the FY2015 budget. This vehicle is funded in the Water Department, machinery and equipment account number 550-560-360-470-126.

**<u>LEGAL</u>**: The City is obligated to provide employees with safe equipment to do their jobs. The City also has an obligation to the public that the City's rolling stock is safe and does not pose an undue hazard.

**STAFF RECOMMENDATION:** Staff recommends that the ½ ton 4x4 pickup for the Public Works Department, Bid No. 528, be awarded to Kodiak Motors in the amount of \$23,300, with funds coming from the Water Department, machinery and equipment account line item.

<u>CITY MANAGER'S COMMENTS</u>: I support Mark's request and recommendation to replace this vehicle. It's been budgeted for replacement, has exceeded its safe, cost effective, and useful life, and was fully evaluated by our vehicle equipment staff who recommends its replacement. Therefore, I recommend Council authorize the award of the new vehicle purchase to Kodiak Motors.

#### **ATTACHMENTS:**

Attachment A: Kodiak Motors Bid Forms

Attachment B: Chevrolet of South Anchorage Bid Forms

Attachment C: Alaska Sales & Service Bid Forms

Attachment D: PW Maintenance Pickup No. 1 Mechanical Evaluation, November 5, 2014

#### **PROPOSED MOTION:**

Move to award the Public Works vehicle bid to Kodiak Motors for a ½ ton 4x4 pickup truck in the amount of \$23,300, with funds coming from the Water Department, machinery and equipment account line item.

DECEMBER 11, 2014 Agenda Item V. d. Memo Page 2 of 2

October 24, 2014

# **BID FORM**

TO:

Aimee Kniaziowski, 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 Invitation to bid for Bid No. 528 dated October 24, 2014, the undersigned hereby proposes to provide the following:

Bid amount

1. (1) 2014 or 2015, ½ ton, 4 wheel drive, pickup truck, with an 8ft fleet side style bed

1. 23,300.00

(Turn in Page 5 & 6 in as part of your bid)

October 24, 2014

Liability Copies of Business License and City Sales Tax Registration enclosed.

Bid price valid for <u>ਤੋ</u> ਂ	_days.
Submitted by:	Dated: 11   25   14
	Kodiak Motors, Inc.
Signature President	201 Center Ave
Title	Address
907-486-3204 Telephone	Kodiak, AK 99615 City, State, Zip

5

Invitation to Bid-528

October 24, 2014

# **BID FORM**

TO:

Aimee Kniaziowski, 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 Invitation to bid for Bid No. 528 dated October 24, 2014, the undersigned hereby proposes to provide the following:

Bid amount

1. (1) 2014 or 2015,  $\frac{1}{2}$  ton, 4 wheel drive, pickup truck, with an 8ft fleet side style bed

1. 25,802

(Turn in Page 5 & 6 in as part of your bid)

# October 24, 2014

Liability Copies of Business License and City Sales Tax Registration enclosed.

Bid price valid for \( \begin{aligned} \delta \mathcal{O} \\ \delta \end{aligned} \]	ays.
Submitted by:	Dated: _// /20/14
Me Signature	Chestolet of Sath Anchorage Business Name
Fleet/Commercial Sales	9100 Old Scared Huy
907-365-8640 Telephone	Anchorage Alc 99515 City, State Izid





#### 11/20/2014

#### Quote for:

AIMEE KNIAZIOWSKI City of Kodiak Kodiak, AK 99615 907-486-8655 907-486-8600

#### **Mel Smithson**

Commercial Sales 9100 Old Seward Hwy Anchorage, AK 99515 907-312-3022 Phone 907-365-8664 fax msmithson@lithia.com

Price quotes are good for purchase or delivery by 12/30/2014, and are net after all rebates, incentives and discounts.

Without a confirmed purchase commitment all vehicles offered are Subject to Prior Sale

ALL PRICING IS AFTER CURRENT INCENTIVES, UNLESS NOTED OTHER WISE

Model: 2015 SILVERADO, 1500, LONG BED, 4X4, WORK TRUCK

Price: \$25,802

NOTE: ORDERED VEHICLE

2015 Chevrolet Silverado 1500 4WD Reg Cab 133.0" Work Truck Interior: - Dark Ash with Jet Black Interior Acc 4.3L/262 CID Gas/Ethanol V6 Exterior 1: - Summit White 6-Speed Automatic Exterior 2: - No color has been selected. CODE MODEL MSRP CK15903 2015 Chevrolet Silverado 1500 4WD Reg Cab 133.0" Work Truck OPTIONS 1WT 1WT PREFERRED EQUIPMENT GROUP AE7 SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT C5H GVWR, 6900 LBS. (3130 KG) E63 BODY, PICK UP BOX FE9 EMISSIONS, FEDERAL REQUIREMENTS FHS E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA G80 DIFFERENTIAL, HEAVY-DUTY LOCKING REAR GAZ SUMMIT WHITE GU6 REAR AXLE, 3.42 RATIO H2Q DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM 103 AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB LV3 ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI MYC TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED RBZ TIRES, P255/70R17 ALL-SEASON, BLACKWALL VK3 LICENSE PLATE KIT, FRONT **Z82 TRAILERING PACKAGE** ZY1 PAINT, SOLID

October 24, 2014

**BID FORM** 

TO:

Aimee Kniaziowski, 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 Invitation to bid for Bid No. 528 dated October 24, 2014, the undersigned hereby proposes to provide the following:

OPTION 1 2014 model-out of Stock Bid amount

1. (1) 2014 or 2015,  $\frac{1}{2}$  ton, 4 wheel drive, pickup truck, with an 8ft fleet side style bed

1. 27,320

(Turn in Page 5 & 6 in as part of your bid)

# October 24, 2014

Liability Copies of Business License and City Sales Tax Registration enclosed.

OPTION

Bid price valid for 90 days. or until sold

Submitted by:

Dated: November 21, 2014

Signature Business Name

Business Name

Commercial Siles Spec 1300 E 5th Avenue Address

907 279 9641 Anchorage AK 99501

Telephone City, State, Zip

daniel be ak sales, com

October 24, 2014

# BID FORM

TO:

Aimee Kniaziowski, 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 Invitation to bid for Bid No. 528 dated October 24, 2014, the undersigned hereby proposes to provide the following:

OPTION 2 2015 model - Ordered Unit Bid amount

1. (1) 2014 or 2015,  $\frac{1}{2}$  ton, 4 wheel drive, pickup truck, with an 8ft fleet side style bed

1. 25, 859

(Turn in Page 5 & 6 in as part of your bid)

October 24, 2014

Liability Copies of Business License and City Sales Tax Registration enclosed.

Option 2

Bid price valid for 180 days.

Submitted by:

Dated: November 21, 2014

Signature Huska Sules and Sorvice, Inc.
Business Name

Consercial Sales Spec 1300 E 5th Avenue
Address

907 279 9641 Anchorage AR 9550/
Telephone City, State, Zip

danielbe aksales.com

# City of Kodiak Vehicle Evaluation

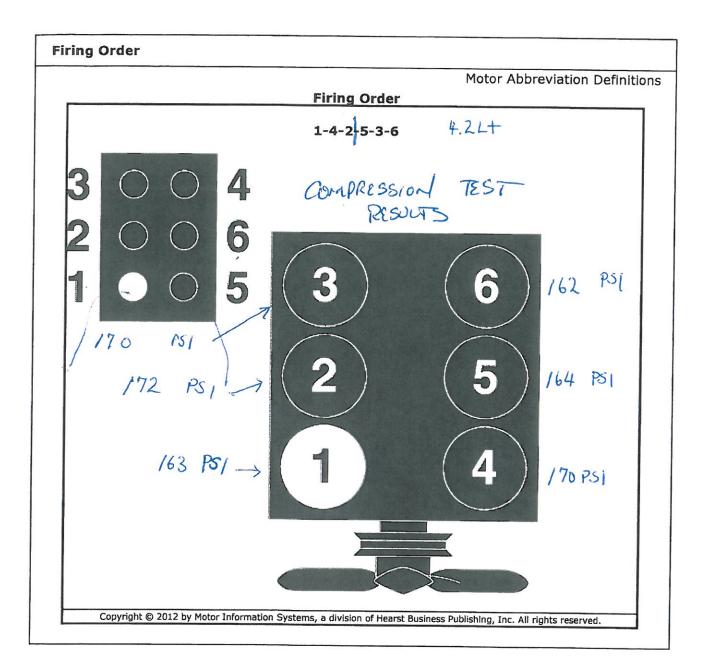
		Evaluation date 1/-5 - 14
	0	
	0	City vehicle ID number 1FTZF1820  NA58451
	0	Vehicle odometer reading 89645 miles
	0	Vehicle history F150 XL Ford 2000 4.2L+
	0	Vehicle test drive notes Second to start fine white geen smoothly
	0	service engine scon light is on Noise a front driverside wheel,
	0	Assess engine and transmission performance Engine is not running
	0	exceptingly will. It feels as it it has a slight miss or shake att an ille.
		Shifts smoothly and accelerates a a reasonable speed, Under vehicle inspection
		Office inspection
	0	Front brakes condition, amount remaining RF 10 % LF 10 %
	0	Rear brakes condition, amount remaining RR 8 0 % LR 8 0 % O
	0	Brake hoses, lines and cables Rear brokes lines are outy
	0	(replace soon) cables shores are good front lines have been replaced.
	0	Suspension and steering components, including tie rods, drag link, ball joints, springs
		shackles and shocks Rear leet springs appear good, shocks need to be
	0	replaced , Spring shackles good.
	0	Condition of frame, frame hangers and body mounts See pictures!
	0	
	0	Transmission, transfer case and differentials new differential pinion real
		is leaking leak between trans and engine . Otherwise no visual defects,
	0	Underside of engine and engine compartment oil residue at ail filter dripping
		and front axle.
		Under hood inspection
	0	Check all fluid levels and record All fluids 100%
	0	Check battery and charging system 6000
	0	Inspect engine for leaks, exhaust, oil, coolant leaks around oil filter
	C	and bestoren engine and trans. Exhaust expenses operate
	0	Inspect power steering, hoses, belts and accessories west all used.
	0	belt in good condition. Accessories working except for switch,
	0	Inspect electrical components and wiring The heater fan switch only works on high mode.
See Diagram	0	Check cylinder power balance or compression Picoc & PI451 Polity Polity
Biagram	0	PCM Memory codes, EVAP Conister has been removed.
	0	Check power train control module for codes
		Vehicle exterior
	^	Chack for hady damage forders however
	U	Check for body damage—fenders, bumpers Pictures,

	Check glass—windows, windshield	cod	cound ition	~		
0	Check lights – lenses and proper operation N	o high	brums, All	other	licinta	wark
		3	Len	ses iv	good	condition

# Vehicle interior

o Check interior—seats, steering wheel, pedals and panels See pictures
o Check vehicle controls and accessories Blower for header switch b

# Added notes:





Cab rusted through, passenger side



Carbon canister gone



Bed supports rusted through



Spring shackle mounts heavily rusted



Cab rusted through, drivers side



Cab rusted through, drivers side



Cab rusted through, passenger side



Door sill rusting

#### **MEMORANDUM TO COUNCIL**

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Date: December 11, 2014

Agenda Item: V. e. Authorization of Professional Services Agreement With State Lobbyist

**SUMMARY:** The City Council selected Ray Gillespie of Gillespie & Associates to be the City's state lobbyist in 2011. The contract will expire on December 31, 2014. Ray Gillespie has requested to be retained by the City. In recognition of Mr. Gillespie's efforts of the past three years, the Manager recommends Council authorize a one-year contract in the amount of \$48,735, with a two-year contract extension option.

#### **PREVIOUS COUNCIL ACTION:**

- December 2011, Council authorized a contract with Gillespie & Associates for one year with the option to renew for two years.
- December 2013, Council authorized a two-year contract extension with Gillespie & Associates

<u>DISCUSSION</u>: Council hired Gillespie & Associates at the end of 2011 in the amount of \$45,000 following the issuance of an RFP for state lobbying services in the spring of 2011. Council opted to extend the contract under the same terms for two years in December of 2013. The current contract expires on December 31 of this year and must be renewed.

Based on Mr. Gillespie's efforts on behalf of the City both during and in between legislative sessions and how diligently he worked to ensure the City received their funding requests for each of the three years he's represented Kodiak, the Manager recommends the amount of his contract be increased from \$45,000 per year to \$48,735, consistent with the Anchorage CPI-U. The services to be provided remain the same as outlined in the previous contract and will also cover legitimate expenses as needed.

#### **ALTERNATIVES:**

- 1) Council may authorize the contract renewal, which is staff's recommendation, because it's important for the City to have a professional advocate and spokesperson working at the state level to ensure the City's interests are managed.
- 2) Amend or do not authorize the contract extension, which is not recommended, as it would severely limit the City's ability to make its needs known in an effective and timely way without Mr. Gillespie's help.

**FINANCIAL IMPLICATIONS:** The funds to renew this contract are available in the City's FY2015 budget and will be reflected in the FY2016 budget as well.

DECEMBER 12, 2014 Agenda Item V. e. Memo Page 1 of 2 CITY MANAGER'S RECOMMENDATION AND COMMENTS: It is critical for the City to have a good lobbyist to protect our interests and further our agenda at the state level. Over the past three years working with Ray, I've found him to be effective at representing Kodiak's interests. He works diligently with the Mayor and myself and is always available to answer questions, research issues, and offer advice. His work played a key role in the generous level of funding the City received during the past three legislative sessions. He also assists the City and the Borough lobbyist with the legislative reception in Juneau each spring. Though I work closely with the lobbyist, he works for the Mayor and Council. However, based on my work with him, I recommend that Council authorize a new contract reflecting an increase in the annual rate to \$48,735 plus expenses, with the other terms remaining the same as his previous contracts. The Mayor also supports this requested increase. He's proven to be a worthwhile advocate for the City.

#### **ATTACHMENTS:**

Attachment A: Professional Services Agreement with Gillespie & Associates

#### **PROPOSED MOTION:**

Move to authorize Contract No. 218110 from January 1, 2015, to December 31, 2015, with an option to renew for two additional years, with Gillespie and Associates for state lobbying services in the amount of \$48,735 plus expenses, with funds coming from the General Fund Legislative Professional Services account and authorize the City Manager to sign the contract for the City.

DECEMBER 12, 2014 Agenda Item V. e. Memo Page 2 of 2

# Professional Services Agreement No. 218110 Between The City of Kodiak and Ray Gillespie, d.b.a. Gillespie & Associates

**THIS CONTRACT** is between the City of Kodiak, hereinafter referred to as "City," an incorporated municipality in the State of Alaska, and Ray Gillespie, d.b.a. Gillespie and Associates, hereinafter referred to as "Consultant," a private consulting firm with its principal place of business in Anchorage, Alaska.

#### 1. TERM AND PAYMENT

- 1.01 This contract shall be effective on January 1, 2015, and continue through December 31, 2015, with an additional two-year extension upon agreement of both parties.
- 1.02 The City shall pay the Consultant the sum of forty-eight thousand seven hundred thirty-five dollars (\$48,735) annually in equal monthly installments of four thousand sixty-one dollars and twenty-five cents (\$4,061.25), plus authorized expenses for the services outlined in this agreement. Payment shall be rendered monthly in arrears upon receipt of billing and report. Authorized expenses shall include the APOC registration fee of \$250 for 2012 and beyond; travel, food, and lodging associated with City required travel; and copying and duplication services performed by out of office suppliers. These expenses will be invoiced monthly and documented to the City's satisfaction.

#### 2. CONTRACT SERVICES

- 2.01 The Consultant shall perform those professional services described in Appendix A, Scope of Work, which is attached and incorporated by reference.
- 2.02 The Consultant will be in Juneau for an appropriate amount of time to effectively represent the City in the Legislative session.

#### 3. TERMINATION

Either party may terminate this contract, for cause or convenience, upon thirty (30) days written notice to the other. Notice shall be deemed to have been fully given or made or sent when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, and addressed to the respective addresses set forth above the signatures of this agreement. The address to which any notice, demand, or other writing may be given or made or sent to any party may be changed by written notice given by such party as above provided.

#### 4. RELATIONSHIP OF THE PARTIES

It is understood the Consultant will lobby on issues of identified concern to the City.

#### 5. PERMITS, LAWS, AND TAXES

- 5.01. The Consultant shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to the performance of his duties under this contract. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules, and regulations imposed by the governmental authority.
- 5.02 The Consultant shall pay all taxes pertaining to performance of this agreement. The Consultant expressly agrees to comply with all requirements of AS 24.45.011 through 24.45.181 and any administrative regulations issued by the State of Alaska to implement those provisions of law.

#### 6. INSURANCE

During the term of this contract, the Consultant shall provide and maintain, at the Consultant's own expense, automobile liability insurance for any vehicle owned and operated by the Consultant in connection with performance of this contract.

#### 7. ASSIGNMENTS

The Consultant may not assign his interest in this contract to another person or delegate any duties under this contract without prior written approval of the City. Any attempt by the Consultant to assign any part of his interest or delegate duties under this agreement shall give the City the right to terminate this contract.

City of Kodiak 710 Mill Bay Road Kodiak, AK 99615	Gillespie & Associates 1231 W. Northern Lights Blvd., #819 Anchorage, AK 99503
Aimée Kniaziowski, City Manager ATTEST:	Ray Gillespie, Principal
Debra L. Marlar, City Clerk	

#### EXHIBIT "A" SCOPE OF WORK

The Consultant shall communicate directly or through Consultant's agents with any appropriate public official for the purpose of influencing Legislative or Administrative action as directed or requested by the City, and in the best interests of the City.

In this regard the Consultant shall:

- **A.** Receive guidelines for lobbying efforts from the City Council through the Mayor and City Manager and work within such guidelines to promote, advocate, support, modify, oppose, or delay any appropriate Legislative or Administrative action. Modifications to these guidelines may be made from time to time by the City.
- **B.** Communicate with the Mayor and City Manager for the purpose of acquiring information, statistics, studies, and analyses to use as back-up and support material in support of Consultant's lobbying activities.

The Consultant will be called upon to arrange meetings and/or conferences, provide information and/or research, and provide such other services as required or convenient to enhance communication between the City and all branches of the State Government.

The Consultant shall provide reports and professional advice to the City regarding Consultant's lobbying efforts on behalf of the City. In this regard the Consultant shall:

- **A.** Maintain regular contact with the City through the Mayor and Manager on the status of pending legislation or capital projects and regularly promote the City's interests with appropriate legislators, agencies, and staff throughout the year, but especially during the legislative sessions.
- **B.** Provide written monthly reports to the City during the session and as requested or needed during the interim, and such reports shall include, but shall not be limited to, contacts and progress made on behalf of the City, changes in the status of capital project funding requests, legislation of interest to the City, and any anticipated problem areas of which the Consultant becomes aware.
- C. Travel to Kodiak to meet with the Mayor, Council, and City staff once each year.
- **D.** Work in conjunction with the Kodiak Island Borough's state lobbyist on matters of interest or concern to both governments when directed by the City.
- **E.** Exercise best professional judgment in all matters relating to work for the City and immediately report any position or action taken which involves an area of uncertainty or controversy.

Gillespie & Associates Professional Services Agreement No. 218110 January 1, 2015, to December 31, 2016 (This page left intentionally blank.)

#### **MEMORANDUM TO COUNCIL**

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

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

Date: December 11, 2014

Agenda Item: V. f. Authorization of Professional Services Contract for Design and Bidding

Services for Downtown Lift Stations Nos. 1 & 2 PN 11-06/7509.

<u>SUMMARY</u>: Staff started to evaluate the condition of the two downtown sanitary sewer lift stations in 2011. Station 1 is next to the old NAPA store on Shelikof, and Station 2 is next to the Elks Club on Marine Way. Both stations are exposed to tidal influence daily and are showing signs of significant corrosion, electrical and mechanical wear and age. Both replacement and refurbishment of the existing stations were considered, and after completion of the corrosion study and metal testing, staff recommends refurbishing the stations. Staff requested a proposal for design and bidding phase from DOWL/HKM for this project. Staff recommends Council approve this design and bidding professional service agreement with DOWL/HKM in the amount of \$93,673.

<u>PREVIOUS COUNCIL ACTION</u>: The City Council approved the budget for this project in two phases. In FY2011 funds were requested to evaluate both Stations 1 and 2. At a later date Council approved construction funds to replace or rehabilitate Stations 1 and 2. In FY2015 the two projects were combined into Project No. 7509.

**DISCUSSION:** Beginning in 2011, staff started the evaluations of both lift stations 1 and 2, based on their condition. Staff did not feel either could wait until work began as part of the downtown master plan to replace utilities. A major failure of electric or leak within the dry well would be catastrophic. Both lift stations are below ground and consist of dry wells containing electrical controls, pumps and operation valves. The wet wells sit right next to the dry well and serve as the collection points to pump from. The dry wells are underground steel units that are entered from above ground by permanent ladders inside. The dry well at Station 1 is approximately 18.5 feet deep and Station 2 is approximately 22 feet deep. Because of both stations being extremely deep and under daily tide level, staff wanted to carefully evaluate refurbishment of the stations rather than plan for replacement if it was feasible. Through the evaluation work, corrosion study, and cost estimating, it was determined that both stations could be refurbished for considerably less than replacement and still provide many more years of service. The corrosion study indicated that there is significant life remaining in both stations and are good candidates for refurbishment.

DECEMBER 11, 2014 Agenda Item V. f. Memo Page 1 of 3

#### **Lift Station Information:**

Lift Station 1 collects the sanitary sewer from all seafood processing and other facilities south of 410 Shelikof Street to Pier II. This station was installed in 1976. The station has significant electrical needs and protective coating failures to protect the station from corrosion. Historically, this station does not show much Infiltration and Inflow (I&I) problems. Operationally, its biggest issue is the extreme quantity of heavy hand wipes and towels that enter the system. Staff had to unclog the pumps in this station almost daily for several years. One pump was replaced in August with a new style pump that is supposed to be able to handle this issue and so far it has proven successful. After considerable discussion with Smith and Loveless (manufacture of both lift stations), staff purchased their X-peller pump. They believed it would work but had told us this was the worst situation they had encountered with the heavy wipes and towels in a sewer system.

Lift Station 2 was installed in 1964 right after the earth quake as part of Urban Renewal Phase I. This station collects the sanitary sewer from lift Station 1 as well as all of West Rezanof drive, the side hills west of downtown (Cope, Alder, Natalia, High St., Hillcrest and Lightfoot); all of downtown, a portion of Rezanof drive east (to Carolyn) and a section of Thorsheim to Willow Street. This station also collects overflow from the Aleutian homes during heavy storm events. Because of age Station 2 has significantly more corrosion, electrical problems, valve problems, and capacity issues caused by I&I during storm events. The pitting in the floor of Station 2 is of major concern and as part of the refurbishment, the floor will be overlaid with new flooring.

Both lift station evaluation memos (Attachment B) and the corrosion assessments (Attachment C) are attached for additional information. Based on these assessments, staff is comfortable recommending refurbishment of both stations.

In each case, the stations will require a significant bypass system be installed while the work is being performed. The bypass at Station 1 will be several hundred feet long and must be designed and prepared to manage the heavy wipes and towels. Station 2's bypass will be roughly 600 feet long and has to manage storm events. Careful review of the proposed bypass systems will be a critical part of the project. Because of the location of both stations, management of the job sites for safety and traffic issue will be significant.

#### **ALTERNATIVES:** Staff reviewed several options to accomplish this project.

1) Replace the station using submersible pumps and new wet wells. This would provide completely new stations and should serve for the next 40 to 50 years. This approach is the highest cost by a significant amount. The locations of both pump stations do not fit this kind of installation very well because of the lack of available public space. As a rule, the use of submersible pumps is the preferred option when designing new sewer expansions because of multiple advantages.

DECEMBER 11, 2014 Agenda Item V. f. Memo Page 2 of 3 2) Converting the stations to vacuum priming pumps generates some challenges because of the depth of the stations and the existing force mains. It is a lower cost options but still not the most

suited.

3) Refurbish the entire stations. This was recommended once we had the corrosion assessment completed. The assessment provides recommendations of work to be completed to deal with corrosion pitting and coating as well as cathodic protect for additional corrosion protection. This approach basically removes the entire interior and then rebuilds the station in place from the bottom up. It allows us to incorporate additional pumping capacity along with other operational

needs. This is the recommended option.

**FINANCIAL IMPLICATIONS:** The project has approximately \$1 million available for design and construction in the exiting sewer capital budget. In the long term this project will improve employee safety, improve dependability, and reduce the likelihood of major failures within the downtown sanitary

sewer collection system.

**LEGAL**: N/A

STAFF RECOMMENDATION: Staff recommends Council approve this professional services contract with DOWL/HKM for design and bidding of the Downtown Lift Stations Nos. 1 & 2 Project

No. 11-06/7509, with funds coming from the Sewer Capital Improvement fund, project number 7509.

**<u>CITY MANAGER'S COMMENTS</u>**: I appreciate the time Mark and Glenn took to review options in dealing with these crucial lift stations and to select the most cost-effective one. Both lift stations are crucial to the sewer collection system and must be managed, maintained, and planned out to ensure dependability and to protect public health. I support their recommendation and ask Council to authorize the contract with DOWL to complete design and bidding for the refurbishment of the lift stations.

**ATTACHMENTS:** 

Attachment A: DOWL/HKM Design and Bidding Proposal

Attachment B: Lift Station Evaluation Memo from DOWL/HKM

Attachment C: Lift Station Corrosion Assessment by Norton Corrosion Limited

**PROPOSED MOTION:** 

Move to authorize a professional services agreement with DOWL/HKM for design and bidding of the Downtown Lift Stations Nos. 1 & 2, Project No. 11-06/7509 in the amount of \$93,673, with funds coming from the Sewer Capital Improvement fund project number 7509 and authorize the City Manager to execute the documents on behalf of the City.

> **DECEMBER 11, 2014** Agenda Item V. f. Memo Page 3 of 3

> > 64



November 14, 2014 W.O. D60766

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

Subject:

City of Kodiak, Downtown Sanitary Sewer Lift Stations 1 & 2

Updated Proposal for Engineering Services

Dear Mr. Kozak:

DOWL HKM is pleased to submit to the City of Kodiak (the City) a proposed scope of work and budget for engineering services to complete a design for retrofitting/refurbishing the sanitary sewer lift stations 1 and 2 located in the downtown Kodiak area. The City of Kodiak Public Works department has identified both lift stations as being near the end of their useful life and posing significant safety risks.

#### **SCOPE OF WORK**

The scope of work to be completed is to provide bid ready plans, specifications and an engineer's cost estimate for the proposed upgrades for Lift Stations 1 & 2. The improvements will include replacement of the existing pumps, controls, and electrical wiring, with upgrades to the existing dry wells to include coating repairs/replacement and cathodic protection.

The Downtown Sanitary Sewer Lift Stations 1 & 2 design will include the following lump sum phases:

• 65% Design Submittal. The 65% Design Submittal will include 11"x17" plans, specifications, and an engineer's construction cost estimate.

In this submittal we envision a total sheet count as follows:

Sheet count (22" x 34")	<b>Estima</b>	ated Number of	<b>Sheets</b>
Cover Sheet		1	
Legend, Notes, Index & Abbreviations		1	
Key Map		1	
Demolition Sheets (10-Scale)		2	
Site Layout Sheets (10-Scale)		2	
Pump & Mechanical Sheets		2	
Details Sheets		2	
Cathodic Protection/Coating Design Detail Sheets		3	
Electrical Design Sheets		<u>10</u>	
	Total	24	

Mr. Mark Kozak City of Kodiak November 14, 2014 Page 2

Drawings will be prepared in English Units.

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

• 95% Design Submittal. The 95% Design Submittal will include 11"x17" plans, specifications, and an engineer's construction cost estimate.

The 95% Design Submittal will also include an Engineer's Report. The Engineer's Report will summarize the operation of the lift stations, and include the designed operation parameters including the assumed peak flows, level sensor positions, pumping runtimes and capacities. The report will provide a baseline of data that will assist the Public Works during assessment of station performance and for troubleshooting future issues.

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

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

- **Bidding Assistance and Construction Support Services.** Services may include preparing agenda, answering contractor questions, preparing bid tabs, and other services as requested by the City of Kodiak. We have included a budget amount in this fee proposal for performing these services.
- Communications. I will be DOWL HKM's Project Manager and your primary point of contact on all civil engineering matters concerning this project. If you have questions or concerns, please call at any time.
- **Reproduction.** We will prepare three sets of the half size plans, specifications, and engineer's cost estimate for each submittal.

#### 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.

- No additional survey work will be performed for this project. Existing survey work will be sufficient to perform the work, with potentially some invert verification from the Public Works Department (measure downs).
- Improvements will include coating repair/recoating of the existing dry well at all exposed locations. The pumps and control panel will be replaced in kind.

Mr. Mark Kozak City of Kodiak November 14, 2014

Looking at the 31 item about programming I assume that they are talking about programing the main PLC at the WWTP for communication with the new PLC(s) at the pump station(s). Can you confirm that?

- The SCADA hardware and electrical components will be replaced with new hardware. No software programming for the existing SCADA system is included. It is assumed this work will be done by the City of Kodiak.
- No electrical utility line extensions will be required.
- No categorical exclusion is required from the ADEC. No engineering plan review will be required by the ADEC.
- All construction will be bid under a single contract, without alternatives, which require additional drawings.

#### DELIVERABLE PRODUCTS

- 65% Design Submittal (Includes specifications, cost estimate, and design drawings).
- 95% Design Submittal (Includes specifications, cost estimate, and design drawings).
- Engineer's Report
- Final Design Submittal (Includes bid ready documents and drawings).

We are available to begin design immediately after receipt of a Notice-to-Proceed. The Bid Documents can be expected February 14<sup>th</sup>. We assume that the bulk of the construction will take place during the 2015 summer construction season.

#### FEE PROPOSAL

We propose to furnish the above-described services for a total lump sum of \$93,673. This total fee consists of the following components, which is covered in detail on the attached estimates:

## Phase Description (Basic Services)

TOTAL	\$93,673
Bidding Assistance and Construction Support Services	\$17,169
Final Design Submittal	\$17,238
95% Design Submittal	\$28,843
65% Design Submittal	\$30,423

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

Mr. Mark Kozak City of Kodiak November 14, 2014 Page 4

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

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

Sincerely, DOWL HKM

Aaron R. Christie, P.E. Project Manager

20141114.D60766.Kozak.ARC.gas

Attachments: As stated

# DOWL HKM ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT:	City of Kodiak - Lift Station 1 & 2 Upgrades	WO#:	D60766
		DATE:	11/13/2014
		Prepared by:	ARC/CCP
CLIENT:	City of Kodiak		

Tasks	Basic Services (Lump Sum)	Total Fees
Task 1	65% Design Submittal	\$30,423
Task 2	95% Design Submittal	\$28,843
Task 3	Final Design Submittal	\$17,238
Task 4	Bidding Assistance and Construction Support Services	\$17,169
	Total	\$93,673

#### DOWL HKM

#### ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: City of Kodiak - Lift Station 1 & 2 Upgrades	WO#	D60766
TROUBERT ON TROUBER 200 200 200 200 200 200 200 200 200 20	DATE:	11/13/2014
	Prepared by	ARC/CCP
CLIENT: City of Kodiak		

		Project	Project	Senior Design	AutoCAD	Admin	Sub Consultants /	TOTALO
	Labor Category	Manager	Engineer	Engineer	Technician	Assistant	Expenses	TOTALS
		A. Christie	C. Pletnikoff		<b>******</b>	400.00	100/3/	
	Hourly Rate	\$180.00	\$120.00	\$155.00	\$100.00	\$90.00	10% Markup	
	Task Description							
Task 1	65% Design Submittal							
	Utility Coordination & Data Collection		1					
	Drawings							
	Cover Sheet		1		2			
	Legend, Notes, Index & Abbreviations		1		2			
	Keymap		1		2			
	Lift Station 1 - Demolition	1	2		4			
	Lift Station 1 - Site Layout	1	2		4			
	LS1 - Piping & Mechanical Improvements		2	6	12			
	LS1 - Details		4	6	6			
	Lift Station 2 - Demolition	1	2		4			
	Lift Station 2 - Site Layout	1	2		4			
	LS2 - Piping & Mechanical Improvements		2	6	12			
	LS2 - Details		4	6	6			
	Cathodic Protection/Coating Design		2	2	2		\$3,538.00	
	Electrical Design Sheets				4		\$7,865.00	
	Quantities & Cost Estimate		4					
	Special Provisions		8	4		4		
	Quality Assurance/Quality Control (QA/QC)	2	4	4	4	4		
	Reimbursable Expenses							
	Long Distance Phone Calls						\$110.00	
	Subtotal - Hours	6	42	34	68	8		158
	Subtotal - Costs	\$1,080.00	\$5,040.00	\$5,270.00	\$6,800.00	\$720.00	\$11,513.00	\$30,423.00

# DOWL HKM ESTIMATE FOR PROFESSIONAL SERVICES

PROJECT: City of Kodiak - Lift Station 1 & 2 Upgrades	WO#	D60766
1 NOTECT. CRY OF ROUMAN - EMERGEN 1 & 2 OPE. 1115	DATE:	11/13/2014
	Prepared by	ARC/CCP
CLIENT: City of Kodiak		

	Labor Category	Project Manager	Project Engineer	Senior Design Engineer	AutoCAD Technician	Admin Assistant	Sub Consultants / Expenses	TOTALS
		A. Christie	C. Pletnikoff	015500	\$100.00	\$90.00	10% Markup	
	Hourly Rate	\$180.00	\$120.00	\$155.00	\$100.00	\$90.00	10% Markup	
	Task Description	····						
Task 2	95% Design Submittal							
	Response to 65% Design Review Comments		4	2				
	Drawings				1			
	Cover Sheet	······	1		1			
	Legend, Notes, Index & Abbreviations		1		1			
	Keymap	1	1		1			
	Lift Station 1 - Demolition	1	1		2			
	Lift Station 1 - Site Layout		1	2	4			
	LS1 - Piping & Mechanical Improvements		1	2	4			
	LS1 - Details		1		1			
	Lift Station 2 - Demolition	1	l 1		2			
	Lift Station 2 - Site Layout		<u> </u>				-	
	LS2 - Piping & Mechanical Improvements		1	2	4			
	LS2 - Details		1	2	4		#2.520.00	
	Cathodic Protection/Coating Design		1	1			\$3,538.00	
	Electrical Design Sheets			ļ	2		\$12,705.00	
	Quantities & Cost Estimate		2	1				
	Special Provisions		4	2		4		
	Engineer's Report							
	Draft and Revisions	1	8	1		4		
	Final Report Submittal	2	4	1		2		
	Quality Assurance/Quality Control (QA/QC)	2	2	2	4	4		
	Reimbursable Expenses						0110.00	
	Long Distance Phone Calls						\$110.00	
	Subtotal - Hours	7	34	18	31	14	#4 C A E A C A	104
	Subtotal - Costs	\$1,260.00	\$4,080.00	\$2,790.00	\$3,100.00	\$1,260.00	\$16,353.00	\$28,843.00

## DOWL HKM

### ESTIMATE FOR PROFESSIONAL SERVICES

	· ·	
PROJECT: City of Kodiak - Lift Station 1 & 2 Upgrades	WO#	D60766
The state of the s	DATE:	11/13/2014
	Prepared by	ARC/CCP
CLIENT: City of Kodiak		

	Labor Category	Project Manager	Project Engineer	Senior Design Engineer	AutoCAD Technician	Admin Assistant	Sub Consultants / Expenses	TOTALS
	Labor Category	A. Christie	C. Pletnikoff	Digition	100111101011	1 2001044		
	Hourly Rate	\$180.00	\$120.00	\$155.00	\$100.00	\$90.00	10% Markup	
	Task Description	Ψ100.00	Ψ120.00	4,00.00	4100,00	.45 575		
	Task Description							
ask 3	Final Design Submittal							
	Response to 95% Design Review Comments	1	4	2				
	Drawings							
	Cover Sheet							
	Legend, Notes, Index & Abbreviations		1					
	Keymap							
	Lift Station 1 - Demolition	1	1		1			
	Lift Station 1 - Site Layout		1		1			
	LS1 - Piping & Mechanical Improvements		2	2	2			
	LS1 - Details		2	2	2			
	Lift Station 2 - Demolition	1	11		2			
	Lift Station 2 - Site Layout		1		2			
	LS2 - Piping & Mechanical Improvements		2	2	2			
	LS2 - Details		2	2	2			
	Cathodic Protection/Coating Design		2	1			\$2,213.00	
	Electrical Design Sheets				2		\$5,445.00	-
	Quantities & Cost Estimate		2	1				
	Special Provisions		2	2		2		
	Quality Assurance/Quality Control (QA/QC)	2	4	4	4	4		
	Reimbursable Expenses							
	Long Distance Phone Calls	-					\$110.00	
	Subtotal - Hours	5	27	18	20	6		76
	Subtotal - Costs	\$900.00	\$3,240.00	\$2,790.00	\$2,000.00	\$540.00	\$7,768.00	\$17,238.00

								Sub	
			Project	Project	Senior Design	AutoCAD	Admin	Consultants /	
		Labor Category	Manager	Engineer	Engineer	Technician	Assistant	Expenses	TOTALS
			A. Christie	C. Pletnikoff					
		Hourly Rate	\$180.00	\$120.00	\$95.00	\$110.00	\$75.00	10% Markup	
	Task Description								<del>.</del>
Task 4	Bidding Assistance and Constructio	n Support Services							
	Project Meetings		2	4	2				
	Review Bid Tabs			8	4				
	Respond to Contractor Questions		2	16			8	\$11,919	
		Subtotal - Hours	4	28	6	0	8		46
		Subtotal - Costs	\$720.00	\$3,360.00	\$570.00	\$0.00	\$600.00	\$11,919.00	\$17,169.00



#### **MEMORANDUM**

TO:

Mr. Mark Kozak

Public Works Director, City of Kodiak

W.O. 60766.01

FROM:

Aaron R. Christie, P.E.

Project Manager, DOWL HKM

DATE:

August 22, 2012

**SUBJECT:** 

Downtown Kodiak - Lift Stations 1 and 2 Evaluation

#### 1.0 INTRODUCTION

The City of Kodiak Public Works Department identified Lift Stations 1 and 2 as requiring rehabilitation or replacement due to the deterioration of the dry wells. In addition, the pumps are ageing and require replacement. This memorandum presents the feasibility and costs of replacing or refurbishing sanitary sewer Lift Stations 1 and 2. Specifically, this memorandum summarizes the capacity and operations of the existing facilities, and evaluates replacing the existing pumps or replacing the lift stations to accommodate either submersible or self-priming pumps.

#### 2.0 EXISTING CONDITIONS

The wastewater generated in the Waterfront Basin and Downtown Sanitary Sewer Basin flows to Lift Stations 1 and 2, respectively (Figure 1). The lift stations pump the wastewater to a higher elevation where it continues to flow by gravity. Based on discussions with Public Works staff, the structural integrity of the dry wells is failing. See site photographs in Attachment A.



Figure 1: Sanitary Sewer Drainage Basins and Lift Station Locations

#### 2.1 Lift Station 1

Lift Station 1 is located on the north side of Shelikof Street, west of the intersection at Marine Way. The existing dry well (Figure 2) is located in the driveway for Alaska Hydraulics, Inc., approximately 6 feet from the travelled way on Shelikof Street. This lift station collects wastewater originating at Pier 2 and fish processing facilities along Shelikof Street.



Figure 2: Lift Station 1 along Shelikof Street

Lift Station 1 was constructed in 1976 as part of the South West Interceptor Phase I Project. The station allowed the sewer main to extend further southwest down Shelikof Street. The main upstream of the lift station is a 12-inch asbestos cement (AC) pipe sloped at 0.30%. The influent enters the wet well at an approximate invert of 8.5 feet. The wet well bottom elevation is approximately 5 feet below the influent invert, at an elevation of 3.5 feet, according to record drawings (see Attachment B). The outlet pipe is an 8-inch ductile iron pipe (DIP) force main that extends 107 feet sloped upward at 2.5% to the east where it discharges to a manhole near the center of Shelikof Street at an invert elevation of approximately 17.7 feet.

The City of Kodiak Public Works Department confirmed the pump capacity for Lift Station 1 meets the existing flow demand. Based on the location of the sewer basin served by Lift Station 1, between Pillar Mountain and the Saint Paul Harbor, the service area is not anticipated to further develop in area or density. Because of this built-out situation, we do not anticipate future wastewater flows to vary in comparison to existing flows. There is believed to be very little infiltration and inflow (I&I) into the system upstream from Lift Station 1. This lift station has a history of requiring excessive maintenance due to larger objects entering the system and clogging the pumps.

Pump records obtained from Smith and Loveless (S&L) list the existing pumps as installed in 1974. Each pump is a 3 horsepower (hp), 400 gallons per minute (gpm) (at 20' TDH), S&L Pump. The pump data sheets are included in Attachment C. See Attachment D for historical pump data and calculations.

#### 2.2 Lift Station 2

Lift Station 2 (Figure 3) is located within the right-of-way, and positioned in the corner of the Elk's Lodge parking lot.



Figure 3: Lift Station 2 at corner of Marine Way and Mission Road

This lift station was constructed in 1964 during Phase I of the City of Kodiak's Urban Renewal Project. The main upstream of the lift station is a 12-inch AC pipe sloped at 0.60%. Based on the topographic survey, the influent enters the wet well at an approximate invert of 3.3. The wet well bottom elevation is -2.75. The wet well rim elevation is 19.3 feet and the dry well rim elevation is 21.4 feet. The outlet pipe is an 8-inch force main then extends approximately 550 feet sloped upward at an average 3.5% slope to the east where it discharges to the manhole at the intersection with Marine Way and Center Street at an invert elevation of approximately 16.57 feet. The exact alignment of the force main is believed to be below Marine Way based on review of record drawings, but there is speculation it may pass below or near the Elks Lodge. See Attachment B for record drawings.

Each pump is a 7.5 hp, 700 gpm (at 24' TDH), S&L Pump. The pump data sheets are included in Attachment C. See Attachment D for historical pump data and calculations.

Lift Station 2 will potentially see an increase in wastewater generated from future population and development expansion. In 1992, a 4-inch overflow pipe was constructed between two bordering manholes in the Aleutian Homes Sewer Basin and the Downtown Sewer Basin. The pipe was installed to provide overflow relief for the Aleutian Homes Basin, during high demand, to allow some of the wastewater to flow into the Downtown Sewer Basin. At times, the Public Works Department has observed this pipe to flow full, contributing approximately 300 gpm of wastewater that will gravity flow down to Lift Station 2. The City is considering resizing the overflow pipe to a 6-inch. A 6-inch pipe flowing full would supply 800 gpm, or an additional 500 gpm.

The future flows may also decrease as a result of system efficiency improvements, where inflow and infiltration, as well as residential yard drains, are removed or redirected to the storm drain systems.

Lift Station 2 pumps run on a lead/lag pump scenario with pumps alternating after each pump cycle. During dry weather flows (1.3 million gallons per day [mgd] at the wastewater treatment plant [WWTP]), one pump will run for approximately 2 minutes, shut off for about 5 minutes, and then alternate to the next pump. Each pump will run approximately four times per hour. During dry weather flows, one of the pumps will run approximately 20% of the time. See Attachment C for pump data.

During average flows (1.8 mgd at the WWTP), the pumps will cycle more often, approximately five times per hour, and one of the pumps will run 26% of the time.

During moderate wet weather flows (3.8 mgd at the WWTP), one of the pumps will run about 67% of the time, with some instances where the lead pump will not be able to handle the flow, and the lag pump will kick on to drop the wet well level. These moderate wet weather periods happen about twenty times per year.

During extreme wet weather conditions (anything above 4.5 mgd at the WWTP), one of the pumps will run continuously for 5 to 10 hours, with the lag pump alternating on to keep up with the flow. These conditions happen four to five times per year.

Based on discussions with Public Works, we understand that when flows are above 5 mgd at the WWTP, both pumps at Lift Station 2 will run continuously and actually back up into the collection system at times causing overflows. These extreme wet weather events may happen once or twice per year.

Table 1: Historical Flows at Lift Stations No. 1 and 2

Flow	Flow at	Lift	Station No. 1	Lift	Station No. 2
Designation	WWTP Flow (mgd) (gpm)		Comments	Flow (gpm)	Comments
Low	1.33	28	One pump runs 5% of time	128	One pump runs 18% of the time
Average	1.81	26.6	One pump runs 5% of time	179	One pump runs 26% of the time
Moderate (Approximately 20 occurrences per year)	3.8	116	One pump runs 22% of the time	466	One pump runs 67% of the time
Extreme (Approximately 4 to 5 occurrences per year)	4.36	NA	NA	798	One pump runs 100% of the time; a second runs 14% of the time
Very Extreme (Approximately 1 to 2 occurrences per year)	6.65	134	One pump runs 25% of the time	NA	NA

NA - Not Available

See Attachment D for historical pumping data and calculations.

#### 3.0 DESIGN CRITERIA

- Pumping Capacity Increase pumping capacity to accommodate anticipated high flows. Design flow for Lift Station 1 would be approximately 130 gpm. Design flow for Lift Station 2 would be 800 gpm, plus an additional 500 gpm from the proposed resizing of the overflow pipe, for a total of 1,300 gpm.
- Storage Capacity Provide storage capacity in wet well to prevent overflows in the event of large flows or power outages.
- Site Impacts Minimize impacts to private property given existing ROW constraints.
- Operation and Maintenance (O&M) Costs –Improve conditions to minimize ongoing operations and maintenance efforts.
- Safety –Improve access to pumps and construct facilities outside of the travel way.

#### 4.0 DESIGN ALTERNATIVES

All alternatives assume replacement of the existing pumps, controls, and electrical wiring.

#### 4.1 Alternative 1 - New Wet Well with Submersible Pumps

Converting the dry well/wet well lift station to a submersible pumping station allows the aging dry well to be abandoned. Because the existing wet wells for both lift stations are currently located in the traveled way, we do not recommend adding submersible pumps to these manholes. Doing so would make future pump maintenance difficult and a potential safety hazard. To avoid traffic conflicts during maintenance, we recommend replacing the existing dry well with a new wet well that would house the submersible pumps. Wastewater would flow from the existing wet well to the new wet well. A second wet well would provide additional capacity often needed during power outages or large rain events. The new manhole outside the traveled way would include a traffic rated hatch or standard hatch surrounded by bollards. Valves could be accessed from inside the new manhole.

## 4.2 Alternative 2 - Conversion to Self-Priming Pump Station

Conversion to a self-priming pumping station would also involve abandoning the dry well, utilizing the existing wet well, and installing mechanical pumps above grade in a housed unit near the current location of the dry well. The housing unit footprint would be approximately 5' x 5' for Lift Station 1, and extend 4' above grade. The footprint for Lift Station 2 would be approximately 5' x 7', and extend approximately 4.5' above grade. Recessed stations are also available, requiring an increase in footprint of approximately 300% and a 50% increase in the station cost.

#### 4.3 Alternative 3 - Pump Replacement and Rehabilitation

This alternative would rehabilitate the existing facilities and not change the operation. The existing pumps would be replaced and upsized as needed. The rehabilitation would begin by sending a National Association of Corrosive Engineers (NACE) certified technician to evaluate the existing dry well steel structures to determine the structural integrity and the available service life remaining for the steel walls. Based on this evaluation, we would investigate whether or not an appropriate corrosion mitigation system or cathodic protection (CP) system could be implemented that may extend the service life of the existing lift stations.

The costs for this evaluation is estimated at \$7,000, with a one-time cost for CP installation estimated at \$20,000 for each station (based on similar CP applications) and an annual upkeep of approximately \$4,500.

In order to extend the service life of the dry well further, the City may opt to repaint or coat the interior of the dry well structures with an industrial grade epoxy coating system. Alaska Road Boring Company provided a preliminary estimated cost for installation of the Raven 405 Lining System, a roll-on or spray-on durable epoxy coating. The cost for this type of treatment ranges from \$20,000 to \$30,000 based on the condition of the dry wells, and the thickness of the application.

#### 5.0 ALTERNATIVE EVALUATIONS

#### 5.1 Alternative 1 - New Wet Well with Submersible Pumps

#### Advantages include:

- Easy access to pumps uses sliding rail system.
- Additional storage capacity.
- Impact to site is limited.

#### Disadvantages include:

- Existing wet well sump would require filling and pouring of new channel.
- Highest estimated cost.

#### 5.2 Alternative 2 - Conversion to Self-Priming Pump Station

#### Advantages include:

- Impact to site is limited.
- Access pumps above grade.
- Delivered as package system.
- Historically low operation and maintenance costs.

#### Disadvantages include:

- Freeze potential with above ground installation.
- Can only use suction-lift to prime and pump for wet well depths up to 20 feet.

#### 5.3 Alternative 3 - Pump Replacement and Rehabilitation

#### Advantages include:

- No construction impacts to surrounding area.
- Least expensive.

#### Disadvantages include:

- Continued potential safety risks, especially in the winter, when accessing and maintaining pumps at the bottom of the dry wells.
- Design life of rehabilitated dry well anticipated to be less than Alternative 1 and 2.
- Evaluation of dry wells may determine they are beyond repair.
- Ongoing maintenance cost of cathodic protection.

#### 5.4 Cost Estimate

The following are planning level costs for each alternative. A more detailed breakdown is included in Attachment E.

**Table 2: Planning Level Cost Estimates** 

Item	Alternative 1 New Wet Well with Submersible Pumps	Alternative 2 Conversion to Self-Priming Pump	Alternative 3 Pump Replacement and Rehabilitation	
Lift Station Construction	\$360,000	\$240,000	\$190,000	
Contingency (25%)	\$ 90,000	\$ 60,000	\$ 50,000	
Design	\$ 60,000	\$ 60,000	\$ 30,000	
Construction Engineering (7%)	\$ 30,000	\$ 20,000	\$ 17,000	
Total	\$540,000	\$380,000	\$290,000	

#### 5.5 Alternatives Comparison

To facilitate comparison of the alternatives, a summary of performance criteria is listed below in no particular order of priority. A "+" indicates a favorable score when measured against the criteria, a "-" indicates a negative score, and a "+/-" indicates a fair score.

**Table 3: Design Criteria Matrix** 

Design Criteria	Alternative 1 New Wet Well with Submersible Pumps	Alternative 2 Conversion to Self-Priming Pump	Alternative 3 Pump Replacement and Rehabilitation
Pumping Capacity	+	+	+
Storage Capacity	+	+	-
Site Impacts	+	+/-	+
O&M Costs	+	+	+/-
Safety	+	+	+/-
Construction Costs	-	+/-	+

#### 6.0 RECOMMENDATIONS

Given the age of both lift stations, the minimum recommended improvements include replacement of the existing pumps, controls, and electrical wiring. Smith and Loveless X-Peller grinder pumps for Lift Station 1 pumps are recommended to prevent clogging of the pumps that have historically been an O&M issue. X-Peller pumps are designed for applications that experience high volumes of trash pumping in low flow ranging from 75 to 500 gpm. The pump capacity for lift station 2 will be increased to 1,300 gpm to handle design peak flows in accordance with the design criteria.

Given the comparative low cost of Alternative 3 we recommend rehabilitation be further explored for both lift stations. To further evaluate the feasibility of this alternative, a NACE certified technician should evaluate the existing dry well steel structures to determine the structural integrity and the available service life remaining for the steel walls. Based on this evaluation, we would investigate whether or not an appropriate corrosion mitigation system or cathodic protection (CP) system could be implemented and extend the service life of the existing lift stations.

If the structural integrity analysis is not favorable, then then the following alternatives are recommended:

- Lift Station 1 A new wet well with submersible pumps near the current location of the dry well.
- Lift Station 2 Above ground self-priming pumps at the current location of the dry well.

The next phase of the design should include discussions with adjacent property owners, with an emphasis on Lift Station 1 where the existing right-of-way is not clear from review of record drawings. Survey and property line information already exists for Lift Station 2, but will need to be obtained for Lift Station 1.

Attachment(s): As stated

D60766.01.Kozak.ARC.082212.cam



## NORTON CORROSION LIMITED

8820 222<sup>nd</sup> Street SE, Woodinville, WA 98077 Phone (425) 483-1616 • Fax (425) 485-1754 e-mail: sales@nortoncorrosion.com

September 13, 2013

City of Kodiak

Attention: Harry Heiberg

Email: hheiberg@city.kodiak.ak.us

Subject: LIFT STATION STUDY

**CORROSION ASSESSMENT** 

KODIAK, ALASKA

Dear Mr. Heiberg:

During the week of August 12, 2013, Norton Corrosion Limited (NCL) completed a corrosion assessment of nine lift stations for the City of Kodiak. Authorization to complete this work was issued via PO#2014-00000019 on August 6, 2013.

#### **Work Performed**

The following tasks were completed at each of the nine drywell lift stations.

- Visual inspection of the internal surfaces
- Pit depth measurements
- Ultrasonic Thickness (UT) testing
- Internal coating thickness measurements
- Potential testing
- Soil testing

A visual inspection was completed to determine the extent of any corrosion on the internal surfaces of each lift station wall. At locations inside the lift stations that had the most signs of corrosion, the area was cleaned and the depth of any corrosion pitting was measured using a pit gage.

The nominal wall thicknesses of the lift stations are 3/8" (375 mils) on the floor and ¼" (250 mils) on the walls and entrance tubes. However, the walls on Lift Stations #3, 4 and 5 are reported to be 5/16" (312.5 mils). The measured wall thickness indicates overall loss of metal most likely due to generalized corrosion with some mild pitting due to localized corrosion cell activity. UT readings were measured on each lift station at several locations to determine the amount of metal loss each station has sustained over the life of the system. The locations were chosen to provide a random sample and also to include areas that may be of some concern. A GE Model DM5E UT data logger was used to measure the wall thickness. A two-point calibration of the instrument was made prior to the start of each day at thicknesses of 100 and 500 mils. The calibration was again confirmed prior to starting each test location. The steel surface was wiped clean and a coupling solution was applied before measurements were recorded.

A visual inspection of the existing internal coating integrity of the structures was performed. In addition, coating thickness measurements at numerous points throughout utilizing a digital handheld coating thickness instrument were performed.

Structure-to-soil potential measurements (P/S) are recorded by using a high-input impedance voltmeter to measure the potential (DC voltage) difference between the subject structure and a reference electrode placed in contact with the earth. The electrode represents a stable reference point that measurements may be compared to for interpretation. In this survey, a saturated copper/copper sulfate (CSE) reference electrode was utilized.

Potential measurements are typically used to evaluate the level of CP being received on a structure. They are also useful in determining the location and effects of corrosion cells on structures, evaluating galvanic corrosion problems where dissimilar metals are in electrical contact and identifying stray DC currents.

The table below indicates the typical potential of various buried metals and may be used in comparison to those potentials recorded on the attached data sheet. Overall, potential measurements are consistent with those for rusted mild steel.

TYPICAL GALVANIC SERIES				
Metal	Potential (Ref. CSE)			
Commercially Pure Magnesium	-1.75 volts DC			
Magnesium Alloy	-1.60			
Aluminum Anode	-1.05			
Pure Aluminum	-0.80			
Mild Steel (clean & shiny)	-0.50 to -0.80			
Mild Steel (rusted)	-0.20 to -0.50			
Cast Iron	-0.50			
Cast Iron (graphitized)	-0.20			
Steel in Concrete	-0.20			
Copper	-0.20			

In-situ soil resistivity measurements were recorded at each lift station using the Wenner Four-Pin Method per ASTM Standard G-57. Soil resistivity is also a factor that can help indicate the corrosivity of an environment. Resistivity is a measure of the tendency for the electrical currents produced by corrosion to flow. The following table is useful in predicting the corrosivity with respect to resistivity alone.

CLASSIFICATION	ELECTROLYTE RESISTIVITY (ohm-cm)	ANTICIPATED CORROSIVITY
Low Resistance	0 to 2,000	Severe
Medium	2,000 to 10,000	Moderate
High	10,000 to 30,000	Mild
Very High	Above 30,000	Increasingly Less

## **Results and Conclusions**

Appendix A contains the data sheets that detail the results of the inspections.

#### Lift Station #1

The visual inspection from inside the dry well indicated the condition of the floor to be subpar. The coating on the floor was sparse with general corrosion throughout. The greatest extent of corrosion was located at or near the pumps and sump. The walls and entrance tube had good coating adhesion and no signs of corrosion.

Pit depth measurements were measured at the greatest area of corrosion. This was located on the north end of the floor with the deepest pit measured 50 mils or 0.05 inch. This is equivalent to a metal loss of 13%.

UT testing was performed on the floor, walls and entrance tube. Measurements along the floor indicated a 9.9% metal loss on the south end, and very uniform measurements along the wall and entrance tube with no metal loss.

Internal coating thickness measurements were obtained along the walls and the entrance tube. The average coating thickness measurements were 19.9 and 13.9 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. The results of the test indicate the soil to be increasingly less aggressive at this location.

P/S potential measurements indicate the lift station is equipped with a CP system. Though the station is not being adequately protected, it is receiving beneficial protection from the galvanic anodes.

Overall, this dry well is in good condition considering it is 39 years old. Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 1.9 mils/year. This equates to a time to external penetration of 100+ years at the south end where the metal loss was greatest.

#### Lift Station #2

This was the oldest unit inspected, put into service in 1964. The visual inspection from inside the dry well indicated the condition of the floor to be subpar. The coating on the floor was sparse with general corrosion throughout. The greatest extent of corrosion was located at or near the pumps, sump and ladder. The walls and entrance tube had good coating adhesion and no signs of corrosion.

Pit depth measurements were measured at the greatest area of corrosion. This was located near the ladder on the floor with pits ranging from 30 - 50 mils or 0.03 - 0.05 inch. This is equivalent to a metal loss of 8 - 13%.

UT testing was performed on the floor, walls and entrance tube. Measurements along the floor indicated a 17.3% metal loss on the south end, and very uniform measurements along the wall and entrance tube with minimal metal loss.

Internal coating thickness measurements were obtained along the walls and the entrance tube. The average coating thickness measurements were 6.9 and 7.1 mils respectively.

Soil testing could not be performed since the well was surrounded by asphalt and concrete.

P/S potential measurements indicate the lift station is not equipped with a CP system. If a system is present, it has consumed and needs to be upgraded.

Overall, this dry well is in decent condition. Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 2.2 mils/year. This equates to a time to external penetration of 100+ years at the south end where the metal loss was greatest.

#### Lift Station #3

The visual inspection from inside the dry well indicated the condition of the floor to be satisfactory. The coating on the floor was intact with general corrosion near the pumps and sump. The greatest extent of corrosion was located at the sump. The walls and entrance tube had good coating adhesion and no signs of corrosion.

Pit depth measurements were measured at the greatest area of corrosion. This was located at the sump with a pit measuring to 140 mils or 0.14 inch. Additional pit measurements on the floor were located between the pumps. This corrosion was general and ranged from 20 - 40 mils or 0.02 - 0.04 inch.

UT testing was performed on the floor, walls and entrance tube. Measurements along the floor indicated a 22.1% metal loss on the north end, and very uniform measurements along the wall and entrance tube with minimal metal loss. The large pit near the sump was measured with the UT instrument and resulted in a 34.9% metal loss. The remaining metal within the pit was approximately 140-170 mils or 0.14 to 0.17 inch.

Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 35.2, 12.7 and 10.7 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. Testing was conducted across the street in a parking lot. The results of the test indicate the soil to be increasingly less aggressive at this location.

P/S potential measurements indicate the lift station is not equipped with a CP system. If a system is present, it has consumed and needs to be upgraded.

Overall, this dry well is in decent condition. Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 4.2 mils/year. Applying this rate of corrosion to the pit near the sump and the time to external penetration is 65 years. However, this does not take into account for the corrosion from inside the unit where the pit originated. The corrosion rate would be much greater and time to penetration significantly less.

#### Lift Station #4

The visual inspection from inside the dry well indicated the condition to be satisfactory. The coating on the floor was intact with general corrosion near the pumps and sump. The greatest extent of corrosion was located at the sump. The coating of the lower 3' of the walls near the ladder and opposite has experienced general corrosion. The coating has failed and has started to blister leaving the metal subsurface exposed. The walls above this area and entrance tube had good coating adhesion and no signs of corrosion.

Pit depth measurements were measured at the greatest area of corrosion. This was located at the west end of the well with a pit measuring to 20 mils or 0.02 inch. Pit measurements could not be obtained within the sump.

UT testing was performed on the floor, sump, walls and entrance tube. Measurements along the floor indicated a 6.4% metal loss near the ladder, and very uniform measurements along the wall and entrance tube with no metal loss. The inside walls of the sump were measured since a failure had occurred recently. Measurements indicated a metal loss of 14.7%.

Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 26.4, 13.8 and 12.0 mils respectively.

#### NORTON CORROSION LIMITED

City of Kodiak September 13, 2013 Page 6

Depths from 2.5' to 15' were tested for soil resistivity. Testing was conducted along the gravel road. The results of the test indicate the soil to be increasingly less aggressive at this location.

Structure to soil potential measurements indicate the lift station may be equipped with a CP system. However, if a system is present it needs to be upgraded to benefit from external corrosion.

Overall, this dry well is in decent condition. Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 2.7 mils/year. Applying this rate of corrosion and the time to external penetration is greater then 100 years. However, this does not take into account for the corrosion from inside the unit. The corrosion rate would be much greater and time to penetration significantly less.

### Lift Station #5

The visual inspection from inside the dry well indicated the condition to be good. The coating on the floor was a thick non-skid style. Good adhesion with few areas of blistering, typically near the sump and other discontinuities. The greatest extent of corrosion was located at the sump. The coating on the bottom of the walls showed signs of coating loss with general surface corrosion present. The rest of the walls above this area and entrance tube had good coating adhesion and no signs of corrosion.

Pit depth measurements were measured at areas where the coating had delaminated from the floor. The coating was removed and pits measuring to 125 mils or 1/8" were located.

UT testing was performed on the floor, walls and entrance tube. Measurements along the south end of the floor indicated a 6.7% metal loss, and very uniform measurements along the wall and entrance tube with little to no metal loss.

Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 46.0, 33.6 and 29.5 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. Testing was conducted across the steet near the water. The results of the test indicate the soil to be increasingly less aggressive from 0' to 5' and mildly aggressive from 5' to 15' at this location.

P/S potential measurements indicate the lift station is not equipped with a CP system. However, if a system is present it needs to be upgraded to benefit from external corrosion.

Overall, this dry well is in decent condition. Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 1.2 mils/year. Applying this rate of corrosion to the pits and the time to external penetration is greater than 100 years. However, this does not take into account for the corrosion from inside the unit where the pit originated. The corrosion rate would be much greater and time to penetration significantly less.

#### Lift Station #7

The visual inspection from inside the dry well indicated the condition of the floor to be satisfactory. The coating on the floor was intact with general corrosion near the pumps and sump. The greatest extent of corrosion was located at the sump. The walls and entrance tube had good coating adhesion and no signs of corrosion.

The deepest pit was measured at 50 mils or 0.05 inch. This was located on the floor of the pump chamber north of the ladder near the wall. Most of the locations only had a general surface corrosion with minimal pitting. Overall, the internal surface of the lift station was in good condition.

UT testing indicated minimal to no metal loss. The floor within the pump chamber measured a 1.3% external metal loss near the sump. The wall of the pump chamber and the entrance tube indicated no external metal loss present.

Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 16.5, 11.9 and 13.6 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. Testing was conducted across the street in a parking lot. The results of the test indicate the soil to be increasingly less aggressive at this location.

P/S potential measurements indicate the lift station is not equipped with a CP system. If a system is present, it has consumed and needs to be upgraded.

Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 0.3 mils/year.

#### Lift Station #10

The visual inspection from inside the dry well indicated the condition of the well to be in excellent condition. The floor, walls and entrance tube had good coating adhesion and no signs of corrosion.

The deepest pit was measured at 2 - 3 mils or 0.02 - 0.03 inch. This was located on the floor of the pump chamber near the sump.

UT testing indicated minimal to no metal loss. The floor within the pump chamber measured a 1.1% external metal loss. The wall of the pump chamber and the entrance tube indicated no external metal loss present.

Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 26.6, 6.5 and 6.5 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. Testing was conducted along the gravel road. The results of the test indicate the soil to be increasingly less aggressive at this location.

P/S potential measurements indicate the lift station is equipped with a CP system. Though the station is not being adequately protected, it is receiving beneficial protection from the galvanic anodes.

This well has only been in service for 18 years. The external coating should still be intact; therefore a calculated rate of external corrosion can not be calculated.

### Lift Station #1B

The visual inspection from inside the dry well indicated the condition of the floor to be satisfactory. The coating on the floor was intact with general corrosion near the pumps and sump. The greatest extent of corrosion was located at the sump. The walls and entrance tube had good coating adhesion and no signs of surface corrosion.

The deepest pit was measured at 40 mils or 0.04 inch. This was located on the floor of the pump chamber near the sump. Most of the locations only had a general surface corrosion with minimal pitting.

UT testing indicated minimal to no metal loss. The floor and entrance tube indicated no external metal loss present. The walls within the pump chamber measured a 4% external metal loss.

Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 16.1, 12.2 and 16.7 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. Testing was conducted on the back side of the facility. The results of the test indicate the soil to be increasingly less aggressive at this location.

Structure to soil potential measurements indicate the lift station is not equipped with a CP system. If a system is present, it has consumed and needs to be upgraded.

Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 1 mil/year.

#### Lift Station #3B

The visual inspection from inside the dry well indicated the condition of the well to be excellent. Small sections of the coating on the floor were starting to delaminate. The areas of delaminated coating were exposed and no pits were evident, general surface corrosion only. The walls and entrance tube had good coating adhesion and no signs of surface corrosion.

#### NORTON CORROSION LIMITED

City of Kodiak September 13, 2013 Page 9

UT testing indicated minimal to no metal loss. The floor indicated no external metal loss present. The walls within the pump chamber and entrance tube measured slight amounts of external corrosion. The amount of metal loss ranged between 2.4 - 4.0% at these locations. Internal coating thickness measurements were obtained along the floor, walls and the entrance tube. The average coating thickness measurements were 25.5, 8.6 and 8.0 mils respectively.

Depths from 2.5' to 15' were tested for soil resistivity. The results of the test indicate the soil to be increasingly less aggressive to a depth of 10' and mildly aggressive at a depth of 15' at this location.

Structure to soil potential measurements indicate the lift station is not equipped with a CP system. If a system is present, it has consumed and needs to be upgraded.

Assuming the external coating has a 20 year design life, the calculated rate of external corrosion for this well is 1.6 mils/year.

### **Recommendations**

The internal surfaces of the lift stations should have the coating replaced or at a minimum repaired at the damaged areas. Where good coating adhesion was present, the coating appeared to be satisfactory in preventing any internal corrosion, so the installation of CP does not appear to be a necessity. The coating is the only means of corrosion control for the surfaces that are not submerged. Therefore, maintenance of the coating is essential. For Units #1-4, consideration of installing a new floor would prolong the life of each unit. The greatest metal loss was present at the floors.

NCL appreciates the opportunity to provide this service to the City of Kodiak. If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

Corrosion Engineer

Z:\Documents\ENGINEERING\21104\_CityofKodiak\_LS.doc

DATA SHEET: 1 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013 BY: T. RITZ

### **Lift Station #1**

## **Average UT Readings (Inches)**

•	• (	•		
Floor		<u>Measured</u>	<u>Nominal</u>	% Loss
North	l	0.382	0.375	-1.9
South	1	0.338	0.375	9.9
Wall 5' from Fl	oor			
North	1	0.254	0.250	-1.6
East		0.249	0.250	0.4
South	า	0.251	0.250	-0.4
West		0.250	0.250	0.0
Entrance Tube	ı			
North	l	0.250	0.250	0.0
South	1	0.251	0.250	-0.4

Notes: No coating on the floor with general corrosion - see pit depth below

## Pit Depth Measurements (Inches)

Floor - maximum pit on area of general corrosion
North 0.05

#### **Average Coating Thickness Measurements (mils)**

Floor	0
Walls	19.9
Entrance Tube	13.9

#### **Soil Resistivity**

Parallel to Steet

	Resistance	Wenner	Barnes	Lay	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	<u>i</u> 1	า Fe	<u>et</u>
2.5	180	86175.0	86175.0	0	to	2.5
5	100	95750.0	107718.8	2.5	to	5
10	32	61280.0	45058.8	5	to	10
15	11	31597.5	16049.5	10	to	15

<u>Location</u>	Volts DC
North	-0.672
East	-0.720
South	-0.691
West	NA

DATA SHEET: 2 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013

BY: T. RITZ

### Lift Station #2

**Average UT Readings (Inches)** 

<u>Measured</u>	<u>Nominal</u>	% Loss
0.369	0.375	1.6
0.310	0.375	17.3
0.241	0.250	3.6
0.246	0.250	1.6
0.247	0.250	1.2
0.238	0.250	4.8
0.240	0.250	4.0
0.240	0.250	4.0
	0.369 0.310 0.241 0.246 0.247 0.238	0.369 0.375 0.310 0.375 0.241 0.250 0.246 0.250 0.247 0.250 0.238 0.250 0.240 0.250

### **Pit Depth Measurements (Inches)**

Floor - maximum pit on area of general corrosion

Near Ladder 0.03-0.05

## **Average Coating Thickness Measurements (mils)**

Floor 0 Walls 6.9 Entrance Tube 7.1

<u>Location</u>	Volts DC
North	-0.539
East	NA
South	-0.592
West	-0.525

DATA SHEET: 3 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013 BY: T. RITZ

### **Lift Station #3**

### **Average UT Readings (Inches)**

Floor		Measured	Nominal	% Loss
No	orth	0.292	2 0.375	22.1
Sc	outh	0.338	3 0.375	9.9
Ne	ear Sump	0.244	0.375	34.9
Wall 5' from	Floor			
No	orth	0.319	0.3125	-2.1
Ea	ıst	0.330	0.3125	-5.6
Sc	outh	0.311	0.3125	0.5
W	est	0.330	0.3125	-5.6
Entrance Tu	ıbe			
No	orth	0.269	0.250	-7.6
Sc	outh	0.270	0.250	-8.0

### **Pit Depth Measurements (Inches)**

Floor - maximum pit on area of general corrosion

Near Sump 0.14 S. between pumps 0.02-0.04 N. between pumps 0.04

## **Average Coating Thickness Measurements (mils)**

Floor 35.2 Walls 12.7 Entrance Tube 10.7

### **Soil Resistivity**

	Resistance	Wenner	Barnes	Lay	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	<u>ir</u>	า Fe	<u>et</u>
2.5	100	47875.0	47875.0	0	to	2.5
5	120	114900.0	287250.0	2.5	to	5
10	37	70855.0	51220.5	5	to	10
15	20	57450.0	41679.4	10	to	15

<u>Location</u>	Volts DC
North	-0.616
East	-0.661
South	-0.517
West	-0.495

DATA SHEET: 4 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013 BY: T. RITZ

### **Lift Station #4**

## **Average UT Readings (Inches)**

Floor		<u>Measured</u>	<u>Nominal</u>	% Loss
We	est	0.38	2 0.375	-1.9
Eas	st (ladder)	0.35	1 0.375	6.4
Ins	ide Sump	0.32	0 0.375	14.7
Wall 5' from	Floor			
No	rth	0.32	5 0.3125	-4.0
Eas	st	0.33	0 0.3125	-5.6
Sou	uth	0.33	0 0.3125	-5.6
We	est	0.32	0 0.3125	-2.4
Entrance Tul	be			
Noi	rth	0.26	0 0.250	-4.0
Sou	uth	0.27	0 0.250	-8.0

## **Pit Depth Measurements (Inches)**

Floor - maximum pit on area of general corrosion West 0.02

## **Average Coating Thickness Measurements (mils)**

Floor	26.4
Walls	13.8
Entrance Tube	12.0

## **Soil Resistivity**

	Resistance	Wenner	Barnes	Lay	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	<u>ii</u>	า Fe	<u>et</u>
2.5	75	35906.3	35906.3	0	to	2.5
5	45	43087.5	53859.4	2.5	to	5
10	23	44045.0	45046.0	5	to	10
15	11	31597.5	20187.3	10	to	15

<u>Location</u>	Volts DC
North	-0.671
East	-0.514
South	-0.524
West	-0.568

DATA SHEET: 5 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013

BY: T. RITZ

#### Lift Station #5

## **Average UT Readings (Inches)**

Floor	<u>Measured</u>	<u>Nominal</u>	% Loss
North	0.363	0.375	3.2
South	0.350	0.375	6.7
Wall 5' from Floor			
North	0.372	0.375	0.8
East	0.330	0.3125	-5.6
South	0.370	0.375	1.3
West	0.330	0.3125	-5.6
Entrance Tube			
North	0.250	0.250	0.0
South	0.250	0.250	0.0

## **Pit Depth Measurements (Inches)**

Floor - maximum pit on area of general corrosion

 Near Ladder
 0.125

 North
 0.125

 South
 0.125

### **Average Coating Thickness Measurements (mils)**

Floor 46.0 Walls 33.6 Entrance Tube 29.5

### **Soil Resistivity**

	Resistance	Wenner	Barnes	Lay	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	<u>ii</u>	<u>า Fe</u>	<u>et</u>
2.5	82	39257.5	39257.5	0	to	2.5
5	38	36385.0	33904.2	2.5	to	5
10	7.9	15128.5	9549.6	5	to	10
15	3.8	10915.5	7010.8	10	to	15

<u>Location</u>	Volts DC
North	-0.461
East	-0.471
South	-0.515
West	-0.506

DATA SHEET: 6 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013 BY: T. RITZ

### Lift Station #7

## **Average UT Readings (Inches)**

Floor		<u>Measured</u>	<u>Nominal</u>	% Loss
	North	0.372	0.375	0.8
	Near Sump	0.370	0.375	1.3
Wall 5'	from Floor			
	North	NA	0.25	
	East	0.260	0.25	-4.0
	South	0.256	0.25	-2.4
	West	0.260	0.25	-4.0
Entrand	ce Tube			
	North	0.250	0.25	0.0
	South	0.257	0.25	-2.8

## Pit Depth Measurements (Inches)

Floor - maximum pit on area of general corrosion

North

0.05

## **Average Coating Thickness Measurements (mils)**

Floor	16.5
Walls	11.9
Entrance Tube	13.6

### **Soil Resistivity**

	Resistance	Wenner	Barnes	Lay	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	<u>ii</u>	n Fe	<u>et</u>
2.5	180	86175.0	86175.0	0	to	2.5
5	100	95750.0	107718.8	2.5	to	5
10	48	91920.0	88384.6	5	to	10
15	24	68940.0	45960.0	10	to	15

<u>Location</u>	Volts DC
North	-0.361
East	-0.355
South	-0.354
West	-0.352

DATA SHEET: 7 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013 BY: T. RITZ

### Lift Station #10

### **Average UT Readings (Inches)**

Floor	Measured	Nominal	% Loss
North	0.371	0.375	1.1
Near Sump	0.371	0.375	1.1
Wall 5' from Floor			
North	0.250	0.25	0.0
East	0.252	0.25	-0.8
South	0.253	0.25	-1.2
West	0.251	0.25	-0.4
Entrance Tube			
North	0.265	0.25	-6.0
South	0.267	0.25	-6.8

## **Pit Depth Measurements (Inches)**

Floor - maximum pit on area of general corrosion Near Sump 0.02-0.03

## **Average Coating Thickness Measurements (mils)**

Floor	26.6
Walls	6.5
Entrance Tube	6.5

## **Soil Resistivity**

	Resistance	Wenner	Barnes	Lay	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	<u>ii</u>	า Fe	<u>et</u>
2.5	290	138837.5	138837.5	0	to	2.5
5	150	143625.0	148754.5	2.5	to	5
10	69	132135.0	122347.2	5	to	10
15	37	106282.5	76390.5	10	to	15

<u>Location</u>	Volts DC
North	-0.636
East	-0.675
South	-0.738
West	-0.687

DATA SHEET: 8 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013 BY: T. RITZ

### Lift Station #1B

**UT** Readings (Inches)

Floor	,	Measured	Nominal	% Loss
	Near Sump	0.384	0.375	-2.4
	Near Ladder	0.385	0.375	-2.7
Wall 5' f	rom Floor			
	North	0.240	0.250	4.0
	East	0.240	0.250	4.0
	South	0.244	0.250	2.4
	West	0.240	0.250	4.0
Entrance	e Tube			
	North	0.263	0.250	-5.2
	South	0.250	0.250	0.0

Notes: Coating delamination and general surface corrosion with slight pitting under pumps and piping - see pit depth below

## **Pit Depth Measurements (Inches)**

Floor - maximum pit on area of general corrosion

Near Sump 0.03-0.04 Near Ladder 0.01-0.02

## **Average Coating Thickness Measurements (mils)**

Floor 16.1 Walls 12.2 Entrance Tube 16.7

### **Soil Resistivity**

	Resistance	Wenner	Barnes	Layer Depth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	in Feet
2.5	220	105325.0	105325.0	0 to 2.5
5	87	83302.5	68896.8	2.5 to 5
10	27	51705.0	37486.1	5 to 10
15	13	37342.5	24005.9	10 to 15

<u>Location</u>	Volts DC
North	-0.465
East	-0.515
South	-0.537
West	-0.460

DATA SHEET: 9 OF 9 NCL JOB NO.: E-21104 DATE: AUGUST 12-14, 2013

BY: T. RITZ

## Lift Station #3B

1987

**Average UT Readings (Inches)** 

Floor		<u>Measured</u>	Nominal	% Loss
	Near Sump	0.409	0.375	-9.1
	Near Ladder	0.409	0.375	-9.1
Wall 5'	from Floor			
	North	0.244	0.250	2.4
	East	0.242	0.250	3.2
	South	0.240	0.250	4.0
	West	0.241	0.250	3.6
Entrand	ce Tube			
	North	0.244	0.250	2.4
	South	0.242	0.250	3.2

## **Pit Depth Measurements (Inches)**

No pitting present

## **Average Coating Thickness Measurements (mils)**

Floor	25.5
Walls	8.6
Entrance Tube	8.0

### **Soil Resistivity**

	Resistance	Wenner	Barnes	Lav	er D	epth
<u>Depth</u>	<u>(ohms)</u>	(ohm/cm)	(ohm/cm)	•	n Fe	•
2.5	150	71812.5	71812.5	0	to	2.5
5	52	49790.0	38104.6	2.5	to	5
10	17	32555.0	24183.7	5	to	10
15	8.4	24129.0	15899.0	10	to	15

<u>Location</u>	Volts DC
North	-0.544
East	-0.490
South	-0.527
West	-0.545

(This page left intentionally blank.)

#### MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Debra Marlar, City Clerk  ${\mathfrak D}{\mathcal M}$ 

Date: December 11, 2014

Agenda Item: V. g. Election of Deputy Mayor

<u>SUMMARY</u>: Under the provisions of City Charter Article II, Section 2, the City Council shall elect one of its members as Deputy Mayor no sooner than thirty days, nor more than sixty days, from the beginning of the newly-elected Councilmembers' terms. The Deputy Mayor serves a one-year term and acts as Mayor in the Mayor's absence. If a vacancy occurs in the office of Mayor, the Deputy Mayor serves until another Mayor is elected by the Council.

#### **ATTACHMENTS:**

Attachment A: City Charter Article II, Section 2 Attachment B: List of previous Deputy Mayors

#### **PROPOSED MOTION:**

Move to elect	as Deputy Mayor for a one-year term.

OR

Move to elect the Deputy Mayor by a secret vote on paper ballot, provided that the first candidate to receive four affirmative votes be appointed for a one-year term, and further provided that if no candidate receives four affirmative votes in the first ballot, that the applicant with the fewest votes be removed from consideration on subsequent ballots, until a candidate receives four affirmative votes.

DECEMBER 11, 2014 Agenda Item V. g. Memo Page 1 of 1

#### **Kodiak City Charter**

#### **II-2 Mayor and Deputy Mayor**

There shall be a mayor who shall have all the qualifications of a councilmember, and, in addition, must be at least thirty (30) years of age at the time of his election or choice to fill a vacancy. The mayor shall preside at meetings of the council, and shall certify the passage of all ordinances and resolutions passed by it. The mayor shall have no regular administrative duties, except that the mayor shall sign such written obligations of the City as the council may require. If a vacancy occurs in the office of mayor, the council shall elect a qualified person, who may or may not be a councilmember at the time, to be mayor for completion of the unexpired term or until the vacancy is filled by election. If a councilmember is elected mayor, the councilmember's office shall be vacated upon taking office as mayor, and then be filled as prescribed elsewhere by this charter.

Not sooner than thirty (30) days nor more than sixty (60) days from the beginning of the terms of newly elected councilmembers, the council shall elect one of its members deputy mayor, who shall serve as such until the next such first meeting. The deputy mayor shall act as mayor during the absence or disability of the mayor or, if a vacancy occurs in the office of mayor, until another mayor is elected by the council and qualifies. If the office of deputy mayor becomes vacant, the council shall elect from its members another deputy mayor for the completion of the unexpired term. The deputy mayor, when acting as mayor, shall continue to have a vote as councilmember; but the deputy mayor shall not have veto power.

Should both mayor and deputy mayor be absent from a council meeting, a temporary mayor shall be appointed by the council to serve during such absence.

# **Deputy Mayor Elections**

## Date Elected

01/16/1993	Bernie Ballao
11/10/1994	Gary Gilbert
11/09/1995	Tom Walters
11/14/1996	Kathy Colwell
11/20/1997	Steven Hobgood
02/12/1998	Tom Walters
11/12/1998	Charles Davidson
11/10/1999	Jesse Vizcocho
11/16/2000	Barbara Stevens
11/15/2001	Tom Walters
12/12/2002	Lydia Olsen
01/08/2004	David Woodruff
12/14/2004	Charles Davidson
12/15/2005	David Woodruff
12/14/2006	Josie Rosales
11/29/2007	Gabriel Saravia
12/11/2008	Jack Maker (resigned 6/9/09)
07/24/2009	Paul Smith
12/10/2009	Terry Haines
12/9/2010	Gabriel Saravia
12/8/2011	John Whiddon
12/13/2012	John Whiddon
12/12/2013	Gabriel Saravia