

City of Kodiak Regular Council Meeting Agenda for October 13, 2016
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

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

- II. Previous Minutes**
 - Approval of Minutes of the September 22, 2016, Regular Council Meeting1

- III. Persons to Be Heard**
 - a. Proclamation: Filipino American National History Month10
 - b. Public Comments (limited to 3 minutes) (486-3231)

- IV. Unfinished Business**
 - a. Second Reading and Public Hearing, Ordinance No. 1359, Adopting Kodiak City Code 8.96.010, Discharge of Firearms and Other Dangerous Weapons Prohibited; Exceptions, and Amending Kodiak City Code 1.12.040, Disposition of Offenses—Fine Schedule, to Enact a Prohibition on Discharging Firearms in the City Subject to Certain Exceptions and a Penalty for Its Violation14

- V. New Business**
 - a. First Reading, Ordinance No. 1360, Amending Kodiak City Code 3.12.020, Limitation on City Manager’s Authority; Kodiak City Code 3.12.030, Open Market Procedures; Kodiak City Code 3.12.040, Advertising for Bids; and Kodiak City Code 3.12.090, Purchase, Contract, or Sale Valid When—Prohibited When; to Increase the Limit on the City Manager’s Contracting Authority From \$15,000 to \$35,000 and to Increase the Limit on Use of Open Market Contracting Procedures to \$50,00020
 - b. Resolution No. 2016–35, Accepting Funding From the State of Alaska Harbor Facilities Grant Program.....24
 - c. Resolution No. 2016–36, Accepting a Code Blue Phase 16 Grant From the Southern Region EMS Council for Purchase of an Ambulance and Transferring \$20,010 From the FY2017 General Fund Balance to the General Capital Project Fund - Ambulance Replacement Project No. 404728
 - d. Resolution No. 2016–37, Authorizing the Kodiak Hockey League to Sell Concessions and Offer Skate Sharpening to the Community at Baranof Park.....34
 - e. Resolution No. 2016–38, Authorizing Payment for Two Additional Fiscal Year 2017 Nonprofit Organization Grants40
 - f. Resolution No. 2016–39, Appropriating \$30,550 From the Water Capital Improvement Unassigned Fund Balance to the UV Water Treatment Facility Project No.03-14/7023 and Authorizing a Professional Services Contract for Updating the UV Reactors to the 2012 Validation Status and Completing New Programming of the Operating System.....70
 - g. Authorization of Up Fitting of Recently Purchased Police Department Vehicles.....84
 - h. Authorization of the First Amendment to Professional Services Contract With Windward Project Solutions LLC for Design-Build Development for the Channel Transient Float Replacement Project No. 852594
 - i. Amendment of the Previously Adopted Motion at the September 22, 2016, Regular Meeting to Cancel Certain October, November, and December Regular Meetings and Schedule Special Meetings102

j. Certification of Election.....104

VI. Staff Reports

- a. City Manager
- b. City Clerk

VII. Mayor’s Comments

VIII. Council Comments

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

X. Oath of Office.....108

XI. Adjournment

<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, SEPTEMBER 22, 2016
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Deputy Mayor Richard H. Walker called the meeting to order at 7:30 p.m. Councilmembers Laura B. Arboleda, Randall C. Bishop, Charles E. Davidson, Gabriel T. Saravia, and John B. Whiddon were present and constituted a quorum. Mayor Pat Branson was absent. City Manager Aimée Kniazowski, Deputy City Clerk Michelle Shuravloff-Nelson, and Assistant Clerk Nanci Sharratt were also present.

Salvation Army Major Dave Davis gave the invocation, and the Pledge of Allegiance was recited.

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the September 8, 2016, special meeting and the September 8, 2016, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Public Comments

Judi Kidder congratulated Parks and Recreation for the work done at the Otmeloi Park. She thanked the City for rescinding the ordinance that prohibited the location of mobile homes within the City, allowing her to relocate her home to Baranof Street. She stated the relocation of her mobile home has been costly and difficult. She extended her appreciation to Public Works for the outstanding job on getting the sewer and water lines in on the property. She thanked the Finance Director and the Deputy City Manager for assisting with a payment plan. She advocated for affordable housing within the community and forward planning within the leadership.

IV. UNFINISHED BUSINESS

a. Resolution No. 2016–30(SUB), Authorizing the Issuance of a Series of Boat Lift Special Facility Revenue Refunding Bonds in the Principal Amount of Not to Exceed \$3,900,000 to Refund Certain Outstanding Boat Lift Special Facility Revenue Bonds of the City, Fixing Certain Details of Such Bonds and Authorizing Their Sale

Deputy Mayor Walker read Resolution No. 2016–30(SUB) by title. Resolution No. 2016–30(SUB) authorizes the City Manager to proceed with bond refunding for the 2007 Harbor Revenue Bonds in an amount not to exceed \$3,900,000. The Alaska Municipal Bond Bank (AMMB) is issuing General Obligation and Refunding Bonds, 2016 Series Three and Series Four Bonds. A portion of the proceeds of the 2016 Series Three and Series Four Bonds is being used to refund

and redeem certain outstanding bonds of the Bond Bank, including the 2007 Series Five Boat Lift Revenue Bonds issued by the City of Kodiak. Depending on the market conditions on the pricing date and resulting savings available as a result of the refunding, the Bond Bank may refund all or none of the refunding candidates. A market analysis was performed on August 10, 2016, to determine the potential savings to the City, which could be as much as \$465,071 over the term of the bonds.

Councilmember Davidson MOVED to amend by substituting Resolution No. 2016–30(SUB) for Resolution No. 2016–30.

The roll call vote on the substitution amendment was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

b. Resolution No. 2016–31(SUB), Authorizing the Issuance of a Series of Boat Lift Special Facility Revenue Refunding Bonds in the Principal Amount of Not to Exceed \$1,100,000 to Refund Certain Outstanding Boat Lift Special Facility Revenue Bonds of the City, Fixing Certain Details of Such Bonds and Authorizing Their Sale

Deputy Mayor Walker read Resolution No. 2016-31(SUB) by title. Resolution No. 2016–31(SUB) authorizes the City Manager to proceed with bond refunding for the 2007 Harbor Revenue Bonds not to exceed \$1,100,000. The Alaska Municipal Bond Bank is issuing General Obligation and Refunding Bonds, 2016 Series Three and Series Four Bonds. A portion of the proceeds of the 2016 Series Three and Series Four Bonds is being used to refund and redeem certain outstanding bonds of the Bond Bank, including the 2009 Series One Boat Lift Revenue Bonds issued by the City of Kodiak. Depending on the market conditions on the pricing date and resulting savings available as a result of the refunding, the Bond Bank may refund all or none of the refunding candidates. A market analysis was performed on August 10, 2016, to determine the potential savings to the City, which could be as much as \$157,405 over the term of the bonds.

Councilmember Whiddon MOVED to amend by substituting Resolution No. 2016–31(SUB) for Resolution No. 2016–31.

The roll call vote on the substitution amendment was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

c. Resolution No. 2016–32(SUB), Authorizing the Issuance of a Series of Harbor Revenue Refunding Bonds in the Principal Amount of Not to Exceed \$2,100,000 to Refund Certain Outstanding Harbor Revenue Bonds of the City, Fixing Certain Details of Such Bonds and Authorizing Their Sale

Deputy Mayor Walker read Resolution No. 2016-32(SUB) by title. Resolution No. 2016–32(SUB) authorizes the City Manager to proceed with bond refunding for the 2007 Harbor Rev-

enue Bonds in an amount not to exceed \$2,100,000. The Alaska Municipal Bond Bank is issuing General Obligation and Refunding Bonds, 2016 Series Three and Series Four Bonds. A portion of the proceeds of the 2016 Series Three and Series Four Bonds is being used to refund and redeem certain outstanding bonds of the Bond Bank, including the 2007 Series Five Boat Harbor Revenue Bonds issued by the City of Kodiak. Depending on the market conditions on the pricing date and resulting savings available as a result of the refunding, the Bond Bank may refund all or none of the refunding candidates. A market analysis was performed on August 10, 2016, to determine the potential savings to the City, which could be as much as \$226,199 over the term of the bonds.

Councilmember Arboleda MOVED to amend by substituting Resolution No. 2016–32(SUB) for Resolution No. 2016–32.

The roll call vote on the substitution amendment was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

The roll call vote on the main motion as amended was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

V. NEW BUSINESS

a. First Reading, Ordinance No. 1359, Adopting Kodiak City Code 8.96.010, Discharge of Firearms and Other Dangerous Weapons Prohibited; Exceptions, and Amending Kodiak City Code 1.12.040, Disposition of Offenses—Fine Schedule, to Enact a Prohibition on Discharging Firearms in the City Subject to Certain Exceptions and a Penalty for Its Violation

Deputy Mayor Walker read Ordinance No. 1359 by title. This ordinance is intended to restrict the discharge of firearms and other dangerous weapons within the City of Kodiak jurisdiction. Alaska Statute 29.35.145 (b) (2) authorizes a municipality to enact and enforce an ordinance restricting discharge of firearms.

Councilmember Bishop MOVED to pass Ordinance No. 1359 in the first reading and advance to second reading and public hearing at the next special or regular meeting.

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

b. Resolution No. 2016–34, Accepting a FY2016 State Homeland Security Program Grant

Deputy Mayor Walker read Resolution No. 2016–34 by title. The City has been awarded a State Homeland Security Program Grant to provide funding for approved equipment purchases. This grant, State Grant No. 20SHSP-GY16, will repay costs associated with the purchase of approved equipment used to upgrade the City of Kodiak Emergency Operations Center.

Councilmember Arboleda MOVED to adopt Resolution No. 2016–34.

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

c. Authorization of a Professional Services Contract for Design of Wastewater Treatment Plant Centrifuge Project, Project No. 17-03/7519

The City’s Wastewater Treatment Plant (WWTP) produces approximately 2,000 wet tons of bio-solids annually. The sludge is run through an Andritz belt filter press (belt press), which results in the bio-solids product. The belt press is 24 years old and has been assessed several times in the last five years. The evaluations show that the belt press is in need of some significant rebuilding if it is to remain the only means of de-watering sludge. With the City operating the composting facility and the need to rebuild the belt press within a few years, we requested a proposal from CH2M for design and bid documents for a centrifuge dewatering system.

Councilmember Arboleda MOVED to authorize the professional services contract with CH2M for design and bidding, to install a centrifuge for de-watering sludge with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project, Project No. 17-03/7519 in the amount of \$161,000 and authorize the City Manager to execute the documents on behalf of the City.

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

d. Authorization of Agreement for Parks and Recreation Officiating Services

The Parks and Recreation Department offers a variety of sporting programs that require sport officials. These programs include basketball (youth and adult), volleyball, soccer, and softball. The Department established an approved budget based on average cost per program from the last five years. Contracting of services is new to the Department and these officiating services are critical to the sports as well as maintaining cost efficiency. Kodiak Island Recreational Referee Association (KIRRA) provided these services last season.

Councilmember Whiddon MOVED to authorize the Memorandum of Agreement No. 225117 with Kodiak Island Recreational Referee Association in the amount not to exceed \$35,000 with funds coming from the Parks & Recreation-Administration-Officiating Services line item and authorize the City Manager to execute the documents on behalf of the City.

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

e. Authorization of Purchase of Pumps, Motors and Control Panel for the Trident Basin Lift Station

There are two sanitary sewer lift stations located in Trident Basin. This spring, the smaller station had an electrical failure. During efforts to repair the station, it was determined that the existing station was not appropriately designed for the environment where it was installed. The only solution to correct the failure is to replace the pumps and control panel with an approved system for use in a hazardous environment. We requested a quote from Alaska Pump & Supply Inc. be-

cause of the compatibility with an existing lift station on Spruce Cape Natives of Kodiak Subdivision.

Councilmember Davidson MOVED to authorize the purchase of the pumps, motors and control panel for the Trident Basin lift station from Alaska Pump & Supply Inc. in the amount of \$15,132 with funds coming from the Sewer Utility Fund, wastewater treatment repair and maintenance account and authorize the City Manager to execute the documents on behalf of the City.

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

f. Authorization of Sole Source Purchase of Replacement ClorTec Unit at the Water Treatment Plant

As a Surface Water System that is unfiltered, we are required by Environmental Protection Agency (EPA) and Alaska Department of Environmental Conservation (ADEC) regulation to use two disinfectants. We use sodium hypochlorite (chlorine) and Ultra Violet (UV) as our two disinfectants. The sodium hypochlorite is generated on site by two independent ClorTec systems that create a 0.08 percent chlorine solution. The ClorTec units consist of three main components; the rectifier, control panel and cells. This purchase will replace one entire unit. De Nora Water Technologies is the current manufacture of the ClorTec systems.

Councilmember Bishop MOVED to authorize the sole source purchase of replacement ClorTec CT 150 system unit from De Nora Water Technologies in the amount of \$80,132.29 with funds coming from the Water Utility, Water Treatment machinery and equipment account and authorize the City Manager to execute the documents on behalf of the City.

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

g. Authorization of Amendment No. 2 to the Professional Services Agreement with Solstice Alaska Consulting Inc. to Assist in Permitting for the Channel Transient Float Replacement Project No. 8525

It is recommended that Council authorize Amendment No. 2 to the professional service agreement with Solstice Alaska Consulting Inc. to prepare the necessary documents to obtain permitting for the Channel Transient Float Replacement Project in the amount of \$17,220.

Councilmember Davidson MOVED to authorize Amendment No. 2 to the professional service agreement with Solstice Alaska Consulting Inc., in the amount of \$17,220 with funds from the Harbor Enterprise Fund, Capital Project No. 8525 and authorize the City Manager to execute the documents on behalf of the City.

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

h. Authorization to Cancel the October 27, November 10, November 24, and December 22, 2016, Regular Meetings, Schedule a Special Meeting for November 3, 2016, and Authorize the City Manager to Schedule Additional Special Meetings if Needed

The regularly scheduled Council meetings for October, November, and December may be cancelled to reflect the holidays and elected official and staff travel schedules. Elected Officials and staff attend the winter Annual Alaska Municipal League Conference November 14 through November 18. Thanksgiving is on November 24, and December 22 is entering into the Christmas holiday weekend; these are both regular meeting days. Staff discussed the meeting schedule with the Council at the September 6, 2016, work session, and Council recommended cancelling the October 27, November 10, November 24, and December 22, 2016, regular meetings and scheduling a special meeting for November 3, 2016, and authorizing the City Manager to schedule additional special meetings if needed.

Councilmember Davidson MOVED to cancel the October 27, November 10, November 24, and December 22, 2016, regular meetings and schedule a special meeting for November 3, 2016, and authorize the City Manager to schedule additional special meetings if needed.

Councilmember Whiddon inquired if six weeks would be between meetings if the October 27, November 10, and the November 24, 2016, meetings were cancelled.

City Manager Kniazowski shared it would be a little over one month between the November 3, 2016, and the first meeting in December. She shared that nothing critical is scheduled in the next couple of months as most projects are in the final stages.

Councilmember Whiddon MOVED to amend by striking November 10 and December 22, 2016.

A discussion ensued.

Councilmember Davidson shared that he doesn't see a problem with leaving the proposed motion as it stands. He stated that we would have adequate time to reschedule a meeting if needed. He shared that the December 22, 2016, meeting is close to a major holiday.

Councilmember Whiddon stated that he agreed with Councilmember Davidson. He asked to withdraw his amendment. There was Council consensus for Councilmember Whiddon to withdraw his amendment.

The roll call vote on the main motion was Councilmembers Arboleda, Bishop, Davidson, Saravia, Walker, and Whiddon in favor. The motion passed.

VI. STAFF REPORTS

a. City Manager

Manager Kniazowski provided an update on the old library demolition project. She said bid documents are in the final review stage and will go out at the end of this month for the 30 day period. She said the old library demolition project award is scheduled for the December meeting. She shared that the old crane on Pier III is in the process of being taken down, piece by piece.

She shared an update on the two downtown lift stations. She stated that two nights of paving are left on the Mill Bay Road project. She shared that they will get a quote for the new road striping, and Public Works will handle the traffic to allow for savings on that portion of the project. She said the new compost building is almost near completion. She stated that the Pier III pavement is complete, which officially wraps up the project. She gave an update on Pier I and shared that the new Pier I Ferry Terminal agreement reached the required waiting period and has been forwarded to the State for signature. She shared that once the punch list is handled, the agreement is complete, and all details finalized then the dock will be transferred back to the City. She shared that the Channel Transient Float is moving forward with a different kind of grant that will be brought back to the Council at the October meeting. She provided an update on the continuing work on the public showers at the Harbormaster building with the hazardous material been dealt with and a RFP for the design build will go out. She shared that the seafood processors plan on attending the October 11 work session to discuss the water utility rate concerns. She gave a reminder about the City Park's fall/winter schedule of 5 a.m. to 10 p.m. She shared that she will be out for about a week in October, and that the Deputy City Manager will be acting City Manager in her absence.

b. City Clerk

Deputy City Clerk Shuravloff-Nelson informed the public of the next scheduled joint work session, the Council work session, and the regular meeting. She shared that the next Fisheries Work Group meeting is on September 29, 2016. She shared that absentee voting for City residents is available in the City Clerk's Office. She clarified that Resolution 2016-31(SUB) was for \$1.1 million as it may have been verbally misstated earlier during the meeting.

VII. MAYOR'S COMMENTS

Deputy Mayor Walker is pleased that the City is getting the new centrifuge; it will be quicker and more efficient. He thanked all shop leaders and employees for their work, sharing many projects are coming to completion and other projects still ongoing. He appreciated hearing the update on the old library building. He emphasized that Pier III is finally complete. He expressed that the public showers going in downtown at the Harbormaster building will be helpful to many people. He thanked his fellow Councilmembers for the work they do and their time.

VIII. COUNCIL COMMENTS

Councilmember Bishop gave an update on the City Marijuana Advisory Committee stating all four license areas including: cultivation; manufacturing; testing; and retail have been addressed during meetings. He shared that there is still gray area between State and Federal laws, and the City will have to wait and see what happens. He stated that the Committee will be making recommendations to the Council on the marijuana industry. He reminded people to vote at the October 4, 2016, election stating every vote counts.

Councilmember Saravia thanked Councilmember Whiddon for his work regarding the ferry system. He welcomed Councilmember Davidson back from his travels and he thanked staff for all their work.

Councilmember Whiddon complimented Councilmembers Arboleda and Bishop for their work on the KIB Marijuana Task Force and the City Marijuana Advisory Committee; he said it is an important undertaking. He commented on his travels through Wrangell and complimented their boatyard infrastructure. He shared that tremendous work is being done within the City to deal with the aging infrastructure, which is a multi-million dollar investment. He shared his support that the ordinance regarding mobile home locations gave people an opportunity to find a place to live within the City and welcomed Ms. Kidder to the neighborhood.

Councilmember Arboleda thanked Brechan for their work on Mill Bay Road and managing the busy traffic. She commented that there is a movement to utilize local goods by organizations in town and shared that she is excited to see the community coming together to use what the town has to offer. She shared that the Salmon Life Social last weekend was successful and had beautiful weather. She thanked staff for taking care of employees, the town, and being great leaders.

Councilmember Davidson thanked the Marijuana Advisory Committee for their commitment as it is an important issue. He thanked the finance staff and Finance Director Mayes for saving money through bond refunding. He encouraged everyone to vote and beat the previous election turnout rate. He clarified when he called into the Borough Assembly meeting he used the term "little" people he said he was referring to the students. He said he was talking about making a nature path next to the grade school on the empty Baranof lots during the meeting.

IX. AUDIENCE COMMENTS

None

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:46 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: October 13, 2016

Agenda Item: III. a. Proclamation: Filipino American National History Month

SUMMARY: This proclamation urges all citizens to celebrate the rich history and contributions of Filipino Americans in Kodiak.

ATTACHMENTS:

Attachment A: Proclamation: Declaring Filipino American National History Month

PROCLAMATION

Declaring Filipino American National History Month

WHEREAS, Filipino presence in the United States has been documented back to 1587; and

WHEREAS, the Filipino American National Historical Society continues to promote the study of Filipino American history and culture; and

WHEREAS, Filipino Americans play an important role in the history of Kodiak; and

WHEREAS, positive role models are important in teaching Filipino American youth the importance of cultural education, ethnicity, and the values of their legacy; and

WHEREAS, Kodiak is fortunate to count among its population citizens of Filipino descent who contribute to Kodiak's economy and society through their commitment to their professions, commerce, family, and the arts.

NOW THEREFORE I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim October 2016, as:

Filipino American National History Month

in Kodiak and urge all citizens to celebrate the rich history and contributions of Filipino Americans in Kodiak.

Dated this 13th day of October 2016.

City of Kodiak

Pat Branson, Mayor

(This page left intentionally blank.)

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Mike Tvenge, Deputy City Manager 

Date: October 13, 2016

Agenda Item: **IV. a. Second Reading and Public Hearing, Ordinance No. 1359, Adopting Kodiak City Code 8.96.010, Discharge of Firearms and Other Dangerous Weapons Prohibited; Exceptions, and Amending Kodiak City Code 1.12.040, Disposition of Offenses—Fine Schedule, to Enact a Prohibition on Discharging Firearms in the City Subject to Certain Exceptions and a Penalty for Its Violation**

SUMMARY: This ordinance (Attachment A) is intended to restrict the discharge of firearms and other dangerous weapons within the City of Kodiak jurisdiction. Alaska Statute 29.35.145 (b) (2) authorizes a municipality to enact and enforce an ordinance restricting discharge of firearms. Staff recommends Council adopt Ordinance No. 1359 after the public hearing.

PREVIOUS COUNCIL ACTION: Council repealed a discharge of firearms ordinance more than a decade ago. Discussions to bring back a firearms ordinance have occurred during previous Council work sessions. Council reviewed the ordinance at the September 20, 2016, work session and passed Ordinance No. 1359 in the first reading on September 22, 2016.

BACKGROUND: During hunting season August 2015, a deer was killed with a firearm on Near Island (within City jurisdiction). Questions arose whether this was legal and safe. It was researched and discovered there is no City restriction to hunt deer or other big game within the Kodiak City limits.

DISCUSSION: There has not been a recent accident or injury relating to rightful discharge of a firearm; however, this situation is particularly dangerous within a densely populated area also common to hikers and businesses. As the City moves forward to adopting a Land Use Plan for Near Island, it would seem prudent to enact a no “hunting” policy in and amongst businesses, boaters, hikers, air taxi’s, housing, and other development. Therefore, it is in the best interest of the City and its residents to restrict the use of firearms and dangerous weapons within City limits. This ordinance does not prohibit the discharge of firearms or other weapons for the lawful protection of persons or property, or preventing crime, or use on an established firing range.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1359, which is recommend by staff.
- 2) Consider not adopting Ordinance No. 1359, which is not recommended by staff.

OCTOBER 13, 2016
Agenda Item IV. a. Memo Page 1 of 2

FINANCIAL IMPLICATIONS: There may be the need to post signage to notify the public of the firearm restriction. Cost for signage has not been determined.

LEGAL: A legal opinion has been researched and this ordinance was drafted by the law firm of Birch Horton Bittner and Cherot.

STAFF RECOMMENDATION: Staff recommends Council adopt this ordinance to protect individuals and property from accidental injury by discharge of a firearm or dangerous weapon in a high density environment.

CITY MANAGER'S COMMENTS: I recommend Council adopt this ordinance to protect the safety of all individuals in the community. When you think of all the activity that occurs within a mile radius of town, particularly Near Island, we should restrict the discharge of firearms within the City limits.

ATTACHMENTS:

Attachment A: Ordinance No. 1359

PROPOSED MOTION:

Move to adopt Ordinance No. 1359.

**CITY OF KODIAK
ORDINANCE NUMBER 1359**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK ADOPTING KODIAK CITY CODE 8.96.010, DISCHARGE OF FIREARMS AND OTHER DANGEROUS WEAPONS PROHIBITED; EXCEPTIONS, AND AMENDING KODIAK CITY CODE 1.12.040, DISPOSITION OF OFFENSES—FINE SCHEDULE, TO ENACT A PROHIBITION ON DISCHARGING FIREARMS IN THE CITY SUBJECT TO CERTAIN EXCEPTIONS AND A PENALTY FOR ITS VIOLATION

WHEREAS, AS 29.35.145(b)(2) authorizes a municipality to enact and enforce ordinances restricting the discharge of firearms in any portion of its jurisdiction where there is a reasonable likelihood that people, domestic animals or property will be jeopardized; and

WHEREAS, the Council finds that there is a reasonable likelihood that people, domestic animals or property will be jeopardized by the discharge of firearms and other dangerous weapons anywhere within the City; and

WHEREAS, the Council finds that it is in the best interest of the City and its residents to permit the discharge of firearms and other dangerous weapons in the City for the protection of persons and property, and for other specified purposes.

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

Section 1: Kodiak City Code 8.96.010, Discharge of firearms and other dangerous weapons prohibited; Exceptions, is hereby enacted to read as follows:

8.96.010 Discharge of firearms and other dangerous weapons prohibited; Exceptions.

(a) Except as provided in subsection (b) of this section, no person may discharge a firearm and other dangerous weapons within the city.

(b) Subsection (a) of this section does not prohibit the discharge of a firearm:

(1) By a peace officer in the performance of his or her duty;

(2) By any person when lawfully defending persons or property, or preventing crime; or

(3) On a firing range established and operated in accordance with applicable state and local law.

(c) Dangerous weapon for purposes of this section is defined as any instrument designed to propel an object with deadly force including blow guns, BB guns, Pellet guns, paintball guns, bows, compound bows, crossbows

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

or other similar instruments. This definition specifically does not include children's toys or other items of entertainment that are not designed to apply deadly force.

Section 2: Subsection (c) of Kodiak City Code Section 1.12.040, Disposition of offenses—fine schedule, is hereby amended by adding a new line to read as follows:

City Code Provision	Offense	Fine
8.96.010	Discharge of firearms <u>and other dangerous weapons</u> prohibited; Exceptions	\$300

Section 3: This ordinance shall be effective one month following final passage and publication in accordance with Kodiak Charter Article II Section 13.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: September 22, 2016

Second Reading:

Effective Date:

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

(This page left intentionally blank.)

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Mike Tvenge, Deputy City Manager 

Date: October 13, 2016

Agenda Item: V. a. **First Reading, Ordinance No. 1360, Amending Kodiak City Code 3.12.020, Limitation on City Manager's Authority; Kodiak City Code 3.12.030, Open Market Procedures; Kodiak City Code 3.12.040, Advertising for Bids; and Kodiak City Code 3.12.090, Purchase, Contract, or Sale Valid When-Prohibited When; to Increase the Limit on the City Manager's Contracting Authority From \$15,000 to \$35,000 and to Increase the Limit on Use of Open Market Contracting Procedures to \$50,000**

SUMMARY: The update to the Kodiak City Code section 3.12.040 was last amended in 2000. Cost of goods and services has increased in this period, and this ordinance is intended to catch up with inflation. Many of the invoices and small projects recently exceed the City Manager's current spending authority and this increase would make for more efficiency in the procurement process. Staff recommends Council pass Ordinance No. 1360 in the first reading.

PREVIOUS COUNCIL ACTION: There have been suggestions at Council work sessions to increase this spending authority. and most recently, during the September 20, 2016, work session, a draft ordinance was introduced and received overall support by Council.

DISCUSSION: The City Manager has a spending authority without Council approval only if the value of the property, service or contract does not exceed \$15,000. With the cost of goods and services climbing with inflation, this spending authority should reflect these changes. The intent of this ordinance is not to spend more but to keep the flow of City business conducted. When an item with a cost above this threshold, such as the recent \$15,132 lift station pump replacement at Trident Basin, occurs the purchase must be scheduled for the agenda and a memo drafted and approved at a later date. Again, in this case, the ordering of the pump was delayed five weeks before it could be approved by Council.

ALTERNATIVES:

- 1) Council can move this ordinance forward toward adoption, which is recommended.
- 2) Council may choose to keep the City Manager's spending authority at the current level, which only impedes the process to conduct business.

FINANCIAL IMPLICATIONS: This does not increase the cost of goods or services but is likely to save money in efficiencies of acquisition.

LEGAL: The law firm of Birch Horton Bittner and Cherot has worked with the Deputy City Manager in drafting of this ordinance.

STAFF RECOMMENDATION: Staff recommends Council pass this ordinance in the first reading and advance to second reading and public hearing.

CITY MANAGER'S COMMENTS: I support this increase in the Manager's spending authority as mentioned above. The motions of government can at times be impeded by the process and with this increase in authority, this process will ultimately improve.

ATTACHMENTS:

Attachment A: Ordinance No. 1360

PROPOSED MOTION:

Move to pass Ordinance No. 1360 in the first reading and advance to second reading and public hearing at the next special or regular meeting.

**CITY OF KODIAK
ORDINANCE NUMBER 1360**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING KODIAK CITY CODE 3.12.020, LIMITATION ON CITY MANAGER’S AUTHORITY; KODIAK CITY CODE 3.12.030, OPEN MARKET PROCEDURES; KODIAK CITY CODE 3.12.040, ADVERTISING FOR BIDS; AND KODIAK CITY CODE 3.12.090, PURCHASE, CONTRACT, OR SALE VALID WHEN—PROHIBITED WHEN; TO INCREASE THE LIMIT ON THE CITY MANAGER’S CONTRACTING AUTHORITY FROM \$15,000 TO \$35,000 AND TO INCREASE THE LIMIT ON USE OF OPEN MARKET CONTRACTING PROCEDURES TO \$50,000

WHEREAS, Kodiak City Code 3.12.020 provides that the City Manager may make an acquisition, sale, transfer, or contract without council approval, open market, or bidding procedures, only if the value of the property, service, or contract does not exceed \$15,000; and

WHEREAS, Kodiak City Code 3.12.030 and 3.12.040 provide that the City Manager may make purchases, sales or contracts having an estimated value in excess of \$15,000 but not more than \$25,000 on the open market without newspaper advertisement; and

WHEREAS, Kodiak City Code 3.12.090 requires City Council approval for purchases, sales, or contracts having an estimated value in excess of \$25,000; and

WHEREAS, the cost of goods and services has increased substantially since these dollar limits were enacted; and

WHEREAS, an increase in the dollar limit on the City Manager’s contracting authority in Kodiak City Code 3.12.020 to \$35,000 and on the City Manager’s authority to use open market procedures to \$50,000 would recognize the increase in the cost of goods and services since these dollar limits were established, and support the efficient operation of City government.

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

Section 1: Kodiak City Code 3.12.020, Limitation on City Manager’s authority, is hereby amended to read as follows:

3.12.020 Limitation on City Manager’s authority

The City Manager may make an acquisition, sale, transfer, or contract authorized by KCC 3.12.010 without Council approval, open market, or bidding procedures, if the value of the property, service, or contract does not exceed \$35,000 ~~\$15,000~~.

Section 2: Subsection (a) of Kodiak City Code 3.12.030, Open market procedures, is hereby amended to read as follows:

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

(a) Purchases, sales, or contracts authorized by KCC 3.12.010, having an estimated value in excess of ~~\$35,000~~ \$15,000 but not more than ~~\$50,000~~ \$25,000, shall be made on the open market without newspaper advertisement.

Section 3: Subsection (a) of Kodiak City Code 3.12.040, Advertising for bids, is hereby amended to read as follows:

(a) Purchases, sales, or contracts authorized by KCC 3.12.010 having an estimated value of more than ~~\$50,000~~ \$25,000 may be made only after a notice calling for bids is printed in a newspaper of general circulation published within the city. The notice shall be published at least once, not less than 30 days prior to the date of the bid opening. The notice shall contain a general description of the property, work, or service; state where the bid forms and specifications may be obtained; and specify the place for submission of bids and the time by which they must be received. Requirements for local publication need not be followed if the item or commodity cannot be purchased locally.

Section 4: Subsection (a) of Kodiak City Code 3.12.090, Purchase, contract, or sale valid when—prohibited when, is hereby amended to read as follows:

(a) A purchase, contract, or sale subject to the provisions of this chapter shall not be valid, enforceable, or binding upon the city unless the established requirements have been satisfied and the contract, purchase, or sale approved by the City Manager or, if of greater than ~~\$50,000~~ \$25,000 value, by the Council.

Section 2: This ordinance shall be effective one month following final passage and publication in accordance with Kodiak Charter Article II Section 13.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK


First Reading:
Second Reading:
Effective Date:

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

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Mike Tvenge, Deputy City Manager 

Date: October 13, 2016

Agenda Item: V. b. **Resolution No. 2016–35, Accepting Funding From the State of Alaska Harbor Facilities Grant Program**

SUMMARY: City of Kodiak Resolution No. 2016–35 acknowledges the City’s acceptance of grant funds from the State of Alaska Harbor Facilities Grant Program. On July 5, 2016, the State of Alaska awarded grant funds to the City of Kodiak for the Channel Transient Float replacement Project No. 8525, in the amount of \$1,365,792. Staff requests Council adopt Resolution No. 2016–35.

PREVIOUS COUNCIL ACTION: Council adopted Resolution No. 2015–35 on December 10, 2015, supporting funding for the FY2017 State of Alaska Harbor Facilities Grant Program.

DISCUSSION: Kodiak has previously received funding from the grant program to replace St. Herman Harbor M & P floats. This year the City applied for state matching grant funds for the Channel Transient Float Replacement Project and was ranked number one out of twelve applicants. On July 5, 2016, the State of Alaska fully funded the grant request for the sum of \$1,365,792.

ALTERNATIVES:

- 1) Adopt City Resolution No. 2016–35, accepting the State matching grant funds. This is staff’s recommendation and is needed to move the CTF replacement project forward.
- 2) Council could choose not to support the resolution, which is not recommended.

FINANCIAL IMPLICATIONS: The CTF replacement cost is estimated at \$2.7 million. The City has \$1.5 million dedicated for the project. Without the state matching grant funds, the City of Kodiak would need to fund the whole replacement cost.

STAFF RECOMMENDATION: Staff recommends City Council adopt Resolution No. 2016–35.

CITY MANAGER’S COMMENTS: The Port and Harbor Department deserve recognition for the successful grant award. This matching funding from the State is critical to complete the CTF Project within a limited municipal budget. The cost of dock replacement seems to be increasing each year and with our infrastructure needs we have at the harbor, anytime we can stretch our dollars for the betterment of our community is a bonus. I support and recommend Council adopt Resolution No. 2016–35.

ATTACHMENTS:

Attachment A: Resolution No. 2016–35

Attachment B: State of Alaska Grant Award Letter (dated July 5, 2016)

PROPOSED MOTION:

Move to adopt Resolution No. 2016–35.

**CITY OF KODIAK
RESOLUTION NUMBER 2016-35**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING
FUNDING FROM THE STATE OF ALASKA HARBOR FACILITY GRANT**

WHEREAS, the City of Kodiak has been awarded the FY2017 Harbor Facility Grant in the amount of one million, three hundred sixty-five thousand, and seven hundred ninety-two dollars (\$1,365,792) for construction of the Kodiak Channel Transient Float Project; and

WHEREAS, the City of Kodiak owns and maintains the Kodiak Channel Transient Float; and

WHEREAS, the City of Kodiak has the required 50% in local matching funds for construction of the Kodiak Channel Transient Float per the Harbor Facility Grant Program; and

WHEREAS, the City of Kodiak is capable of completing the Kodiak Channel Transient Float Replacement Project No. 8525 within eighteen (18) months after award of a Harbor Facility Grant; and

WHEREAS, the Kodiak Channel Transient Float is critical to the City of Kodiak.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the City Manager is hereby authorized to sign the State of Alaska Department of Transportation and Public Facilities' Harbor Facility Grant document.

BE IT FURTHER RESOLVED by the Council of the City of Kodiak that the City Manager is hereby authorized to execute and administer any and all documents required for the acceptance and management of this grant award.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

Department of Transportation and
Public FacilitiesTHE STATE
of ALASKA
GOVERNOR BILL WALKERDesign & Engineering Services
Port & Harbors Section3132 Channel Drive
Juneau, Alaska 99811-2500
Main: 907-465-2960
Fax: 907-465-2460

July 5, 2016

Aimee Kniaziowski
City Manager
City of Kodiak
403 Marine Way
Kodiak, Alaska 99615

Subject: Letter of Award of the FY17 Harbor Facility Grant Funds

Dear Ms. Kniaziowski:

Congratulations on successful funding of your application for the Department of Transportation and Public Facilities' Harbor Facility Grant Program. Upon execution of a harbor grant agreement with the department, the City of Kodiak will receive a Tier I 50/50 matching harbor grant in the amount of \$1,365,792.00 for construction of the Kodiak Channel Transient Float project. These funds are 100% state general funds.

As a reminder, and as explained in the harbor grant instructions, the municipality will have six (6) months from the date of this Letter of Award to properly ratify and execute a mutually agreeable grant agreement with the department. Note if there is a change in your harbor project that affects the nature of the municipality's original application, then that could prevent us from executing a harbor grant agreement. If a grant agreement cannot be completed within that six month period, the department may deny the award and select the next highest scoring proposal or award the funds in subsequent years. After the grant agreement is signed, the City of Kodiak will have eighteen (18) months to complete the construction phase of the Kodiak Channel Transient Float project.

Please contact me at your earliest convenience to discuss the grant agreement and the timing for your harbor project. I look forward to working with you on this important municipal harbor project. If you have any questions, please contact me at (907) 465-3979.

If you have any questions, please contact me at (907) 465-3979.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Lukshin".

Michael Lukshin, P.E.
State Ports and Harbors Engineer

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Mike Tvenge, Deputy City Manager and James R. Mullican Jr., Fire Chief

Date: October 13, 2016

Agenda Item: V. c. **Resolution No. 2016–36, Accepting a Code Blue Phase 16 Grant From the Southern Region EMS Council for Purchase of an Ambulance and Transferring \$20,010 From the FY2017 General Fund Balance to the General Capital Project Fund - Ambulance Replacement Project No. 4047**

SUMMARY: The City was awarded a Code Blue Phase 16 Grant with a 25 percent match this year to provide cost share funding for the purchase of an ambulance. This grant along with 25 percent match would cover the cost of replacing one of our aging ambulances, a total cost of \$195,000. This will be the second ambulance we have purchased utilizing the Code Blue Program. This year grant funding limitations have created a need to increase the City's originally requested 25 percent match by an additional \$20,010. This increases the City match, from the budgeted \$48,790 (\$40 over the 25% requirement) to \$68,800. Funds are available from the FY2017 General Fund Surplus to cover this increase. Staff recommends Council accept this grant and increase our co-pay to a total amount of \$68,800 by adopting Resolution No. 2016–36.

PREVIOUS COUNCIL ACTION: Council routinely accepts grants from federal or state agencies by resolution.

DISCUSSION: The City Fire Department provides advance life support treatment and transport for the citizens of the City as well as those on the road system and transported in from the villages. The Fire Department maintains and operates a fleet of three ALS ambulances to meet current service requests. The service life of an ambulance per the City vehicle replacement schedule is ten years. Currently, we have two ambulances that meet the replacement criteria. One ambulance has been budgeted and approved for purchase in the FY2017 budget. For the second, Fire Chief Mullican wrote a grant to request funding support from Southern Region EMS Council's Code Blue Program with a 25 percent cost share co-pay from the City. In April we were informed our grant request was approved, however; funding from state and federal sources were still not complete. On September 20, 2016, we received a letter (Attachment B) from Southern Region EMS Council stating additional funding had been received, however, there was still \$20,010 of unmet obligation and requested the City to increase our cost share. Funding is available in the FY2017 General Fund Surplus to cover the unmet obligation.

ALTERNATIVES:

- 1) Adopt Resolution No. 2016–36, which is the recommendation of staff because it will offset the total cost of an ambulance purchase.
- 2) Do not adopt Resolution No. 2016–36, which is not recommended because it would shift the cost burden for the ambulance directly to the City.

FINANCIAL IMPLICATIONS: The amount of \$68,800 will be used to meet the City’s match to purchase approved medical equipment.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2016–36, accepting the Code Blue Phase 16 Grant with \$48,790 coming from FY2017 Capital Project Account No. 4047 and remaining \$20,010 from the FY2017 General Fund Surplus.

CITY MANAGER’S COMMENTS: Again we have staff writing successful grant applications stretching the City’s dollars. The Fire Department deserves recognition for this effort. I recommend Council adopt Resolution No. 2016–36, which in essence purchases a new \$195,000 ambulance for \$68,800.

ATTACHMENTS:

Attachment A: Resolution No. 2016–36

Attachment B: Code Blue grant award notices dated September 20, 2016, and April 15, 2016

PROPOSED MOTION:

Move to adopt Resolution No. 2016–36.

**CITY OF KODIAK
RESOLUTION NUMBER 2016-36**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING A CODE BLUE PHASE 16 GRANT FROM THE SOUTHERN REGION EMS COUNCIL FOR PURCHASE OF AN AMBULANCE AND TRANSFERRING \$20,010 FROM THE FY2017 GENERAL FUND BALANCE TO THE GENERAL CAPITAL PROJECT FUND - AMBULANCE REPLACEMENT PROJECT NO. 4047

WHEREAS, the City was awarded a Code Blue Phase 16 grant this year to purchase an ambulance, which required a 25% co-pay, and \$48,790 was budgeted in the FY2017 budget; and

WHEREAS, state and federal grant funding was less than anticipated, which required an additional \$20,010 contribution from the City bringing the total City contribution to \$68,800; and

WHEREAS, this grant would provide \$126,200 toward the total ambulance cost of \$195,000; and

WHEREAS, funds are available in the FY2017 General Fund fund balance to pay the additional \$20,010 required co-pay; and

WHEREAS, Article V of the City of Kodiak Charter provides that an appropriation of funds separate from the budget document may be made by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska:

Section 1. The Fiscal Year 2017 Operating Budget is amended by appropriating and transferring \$20,010 from the General Fund fund balance to the following account to pay the additional grant co-pay amount:

Appropriation / Transfer From:

<u>Account Description</u>	<u>Amount</u>
General Fund fund balance	\$20,010

Transfer to:

<u>Account Description</u>	<u>Amount</u>
General Capital Project Fund -	

Ambulance Replacement Project No. 4047

\$20,010

Section 2. This resolution shall become effective upon adoption.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:



Southern Region EMS Council Anchorage, Alaska

6130 Tuttle Place, Suite B, Anchorage, AK 99507
(907) 562-6449 FAX: (907) 562-9893 www.sremsc.org

September 20, 2016

James Mullican, Fire Chief
Kodiak Fire Department
219 Lower Mill Bay Rd
Kodiak, AK 99615

RE: Code Blue Phase 16 Funding awarded to date

Dear Chief Mullican:

We received State and USDA grant funding for this project and your award is reflected as follows:

Item	Status	USDA	Local Match	STATE	UNMET	Total
Ambulance	Approved	\$71,200	\$48,750	\$55,000	\$20,050	\$195,000

The Code Blue Phase 16 equipment requests submitted by your agency for consideration have gone through a rigorous review process. There have been multiple review steps along the way, which include Southern Region staff, Board of Directors Equipment Review Committee, the Southern Region Board of Directors, and then the Statewide Code Blue Steering Committee who award State funding to the approved projects.

During these steps, items have been considered based on many established criteria, including whether they are essential EMS equipment, whether they meet minimum criteria, reasonableness of the request, application to the community setting, documentation of need, costs, how they fit into regional and statewide priorities, and a host of others.

There are always more requests than can ultimately be funded, so some simply do not make the list or their funding is capped as in the case of ambulance projects. The funding caps for ambulances were increased this year \$35,000 to \$55,000.

If the City of Kodiak cannot fund the additional unmet portion of \$20,050, please let me know and we can look at additional funding strategies.

Thank you for all you do for EMS in Alaska. At Southern Region, we are working hard to support you in every way that we can.

Sincerely,

Sue Hecks
Executive Director

CC: Wayne Sargent, Subarea Coordinator

Mission:

Improve the quality, availability and sustainability of emergency patient care



Southern Region EMS Council Anchorage, Alaska

6130 Tuttle Place, Suite B, Anchorage, AK 99507
(907) 562-6449 FAX: (907) 562-9893 www.sremsc.org

April 15, 2016

James Mullican
Kodiak Fire Department
219 Lower Mill Bay Rd
Kodiak, AK 99615

RE: Code Blue Phase 16

Dear James:

The Code Blue Phase 16 equipment requests submitted by your agency for consideration have gone through a rigorous review process. There have been multiple review steps along the way, which include Southern Region staff, Board of Directors Equipment Review Committee, the Southern Region Board of Directors, and then the Statewide Code Blue Steering Committee.

During these steps, items have been considered based on many established criteria, including whether they are essential EMS equipment, whether they meet minimum criteria, reasonableness of the request, application to the community setting, documentation of need, costs, how they fit into regional and statewide priorities, and a host of others. In addition, there are always more requests than can ultimately be funded, so some simply do not make the list or their funding is capped.

The portion of funding we receive from the State via the Governor's Capital Equipment bill is currently pending in the legislative process. We don't anticipate any problems with that funding, and by the time all grant paperwork is completed, State funding should be available by September 2016.

If your item is listed below as **Approved**, your project(s) are on the State Code Blue Equipment list and pending grant processes. If it is **Changed**, it was altered within the review process and an explanation will be detailed below. If it is listed as **Dropped**, it will not be considered in this Code Blue phase and an explanation will be detailed below.

Item	Status	USDA	Local Match	STATE	UNMET	Total
Ambulance	Approved	\$25,000	\$48,750	\$55,000	\$91,250	\$195,000

NOTES:

If you would like to discuss additional funding strategies, please give me a call.

Thank you for all you do for EMS in Alaska. At Southern Region, we are working hard to support you in every way that we can.

Sincerely,

Sue Hecks
Executive Director

CC: Wayne Sargent, Subarea Coordinator

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimee Kniazowski, City Manager

Through: Mike Tvenge, Deputy City Manager and Corey Gronn, Parks and Recreation Director

Date: October 13, 2016

Agenda Item: V. d. Resolution No. 2016-37, Authorizing the Kodiak Hockey League to Sell Concessions and Offer Skate Sharpening to the Community at Baranof Park

SUMMARY: The Kodiak Hockey League (KHL), a local non-profit organization, has requested permission to sell concessions during games at Baranof Park. KHL additionally requested permission to sharpen skates at Baranof Park. Staff recommends Council adopt Resolution No. 2016-37.

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.

DISCUSSION: Kodiak Hockey League is a newly formed 501 C (3) 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 requests permission from the City to sell concessions and merchandise in an effort to fundraise on City property to support its activities. With the closure of Skater's Edge and the local skate sharpening service they provided, KHL purchased the sharpener and wishes to continue this service to the public. KHL would provide skate sharpening to the community for a fee. Youth sport clubs like KHL do great work in the community and benefit the City Parks and Recreation Department in administering those programs.

ALTERNATIVES:

- 1) Adopt Resolution No. 2016-37. 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. 2016-37. 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 that Council adopt Resolution No. 2016–37, granting the Kodiak Hockey League a permit to sell concessions and merchandise and offer skate sharpening 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.

CITY MANAGER’S COMMENTS: I recommend Council adopt Resolution No. 2016–37, as this action will benefit both the non-profit and the community.

ATTACHMENTS:

- Attachment A: Resolution No. 2016–37
- Attachment B: Request letter from Kodiak Hockey League (concessions)
- Attachment C: Request letter from Kodiak Hockey League (sharpening)

PROPOSED MOTION:

Move to adopt Resolution No. 2016–37.

**CITY OF KODIAK
RESOLUTION NUMBER 2016-37**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE KODIAK HOCKEY LEAGUE TO SELL CONCESSIONS AND SHARPEN SKATES AT BARANOF PARK

WHEREAS, the Kodiak Hockey League is a 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 purpose of raising funds; and

WHEREAS, the Kodiak Hockey League additionally requests permission to provide skate sharpening service available at Baranof Park, following compliance with insurance requirements satisfactory to the City.

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 sharpen ice skates and sell concessions during hockey games and events for the season.

BE IT FURTHER RESOLVED that permission is granted for the Kodiak Hockey 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.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

City Council,

Kodiak Hockey League (KHL) is requesting the use of city property for fundraising purposes. KHL is a 501 c (3) non profit entity(EIN # 46-4989131) providing winter time activity to the youth of Kodiak through Hockey. We would like to hang sponsorship banners, sell simple concessions, sweatshirts, etc. and perhaps provide clinics 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 throughout the KHL season.

Thank you for your consideration.

Sincerely,

John Glover

President

Kodiak Hockey League

City Council,

Kodiak Hockey League (KHL) is a 501c(3) non profit entity (EIN # 46-4989131) providing winter time activity to the youth of Kodiak through Hockey. KHL has recently purchased a portable skate sharpener. This sharpener will be the only available sharpener in Kodiak. Skate sharpening is a necessity for all ice skating activities. KHL would like to provide this needed service to the ice skaters within this community and would like to house and operate this sharpener inside of a small 6'x8' shed stored on city/rink property. Only select qualified persons would operate the equipment. We would do this throughout the KHL season.

Thank you for your consideration.

Sincerely,

John Glover

President

Kodiak Hockey League

(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager
Thru: Mike Tvenge, Deputy City Manager *MWT*
Date: October 13, 2016

Agenda Item: V. e. **Resolution No. 2016–38, Authorizing Payment for Two Additional Fiscal Year 2017 Nonprofit Organization Grants**

SUMMARY: Each year the City Council authorizes grant payments to local nonprofit organizations. The types and levels of funding are based on the City Council’s nonprofit funding policy guidelines adopted by Resolution No. 2015–16. The policy resolution stipulates the total amount available for nonprofit grants in a given fiscal year, which equals the maximum of one percent of budgeted general fund revenues, exclusive of any fund balance appropriations. The total amount available in the FY2017 budget for nonprofit grants was \$184,500. In July the City received twenty applications for FY2017 from nonprofit organizations that serve Kodiak for a total amount requested of \$177,201. On July 14, 2016, Council adopted Resolution No. 2016–23, which authorized payment of \$177,201 to nonprofit grants. The funded grant requests of \$177,201 left a balance of \$7,299 from the budgeted amount of \$184,500. In September, Council expressed support to award two additional FY2017 nonprofit grant awards in the amount of \$6,700; Kodiak Audubon Society and Kodiak Baptist Mission Food Bank.

PREVIOUS COUNCIL ACTION:

- May 28, 2015, adopted Resolution No. 2015–16, which amended the City Council’s policy for the amount and distribution of annual grant funds to local nonprofit organizations, eliminating the requirement that restricts funding to no more than ten percent (10%) less and/or more than the previous funding year.
- July 22, 2015, reviewed FY2016 nonprofit grant applications and discussed level of support and funding amounts based on the approved FY2016 budgeted amount.
- July 24, 2015, postponed adoption of Resolution No. 2015–21 to August 13 to allow for further review and discussion with some applicant agencies.
- August 11, 2015, reviewed all applications, interviewed some agency representatives, and expressed consensus on funding as reflected in Resolution No. 2015–21.
- July 12, 2016, reviewed and discussed all applications received and expressed consensus reflected in the final version of Resolution No. 2016–23.
- July 14, 2016, Council adopted Resolution No. 2016–23.
- September 20, 2016, Council reviewed and discussed two additional grant applications and expressed support for funding the Audubon Society and the Food Bank.

DISCUSSION: The City received a total of twenty applications from organizations with a total of \$177,201 requested during the initial application deadline. Of these organizations, thirteen requested the same amount of funding as received last fiscal year; five requested increases in funding from the previous year; one applicant requested additional funding in the category of one-time non-operational funding; and one applicant, St. Paul Lutheran Preschool, submitted a first-time request. Kodiak Kids Wrestling chose not to apply this year, as they have adequate program funds for the coming year but might need to apply in the future, and they thanked the City for its support.

The policy guidelines adopted by Resolution No. 2015–16 eliminated the requirement that restricts funding to not more than ten percent less and/or more than the previous year funding. The elimination of this requirement is fairer to all applicants. The policy also grants agencies the ability to apply for one-time only non-operational funds for special projects when the City has additional funds available.

Council reviewed and discussed the additional applications at their work session on September 20. Council discussed funding the amount by agency, which is reflected in Resolution No. 2016–38.

ALTERNATIVES:

- 1) Adopt Resolution No. 2016–38 to appropriate two additional FY2017 grant funds to local nonprofits, which is consistent with Council’s stated intent at their September 20 work session.
- 2) Amend, postpone, or do not adopt the resolution.

FINANCIAL IMPLICATIONS: This resolution will authorize funding in the amount of \$6,700 to the two additional applicants for FY2017. The total amount does not exceed the budgeted amount of \$184,500 per the Council’s policy of an amount not-to-exceed one percent of budgeted general fund revenues, exclusive of any fund balance appropriations.

STAFF RECOMMENDATION: Staff recommends the Council adopt Resolution No. 2016–38 to authorize funding at the level Council supports.

CITY MANAGER’S COMMENTS: The City Council continues to recognize the value of supporting the efforts of local nonprofits through grant funding, in-kind awards, and other types of support throughout the year.

ATTACHMENTS:

- Attachment A: Resolution No. 2016–38
- Attachment B: Policy Resolution No. 2015–16
- Attachment C: Audubon and Food Bank Nonprofit Funding Applications

PROPOSED MOTION:

Move to adopt Resolution No. 2016--38.

**CITY OF KODIAK
RESOLUTION NUMBER 2016-38**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK
AUTHORIZING PAYMENT FOR TWO ADDITIONAL FISCAL YEAR 2017
NONPROFIT ORGANIZATION GRANTS**

WHEREAS, the City Council recognizes and supports local nonprofit organizations and has made provisions in the Fiscal Year 2017 budget for cash contributions to these organizations; and

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

WHEREAS, the funding criteria for cash grants from the General Fund Non-Departmental Contributions Account to nonprofit organizations is based on the criteria established in Resolution No. 2015-16; and

WHEREAS, the City Council reviewed FY2017 nonprofit grant applications at the July 12, 2016, work session and adopted Resolution No. 2016-23 on July 14, 2016, authorizing nonprofit grants in the amount of \$177,201; and

WHEREAS, the City Council reviewed FY2017 nonprofit grant applications at the September 20, 2016, work session and expressed support to authorize two additional nonprofit grants.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, hereby authorizes payment for two additional nonprofit organization grants for Fiscal 2017:

Section 1. General Fund-Non-Departmental Cash Contributions (Nonprofit Organization Grants):

FY2017 Additional Grant Request

Adult Recreation Programs

Kodiak Audubon Society	1,700
------------------------	-------

Emergency Response Support Programs

Kodiak Baptist Mission	5,000
------------------------	-------

Two Additional Nonprofit Grant Requests	6,700
---	-------

FY2017 Nonprofit Grant Requests Previously Funded	177,201
---	---------

FY2017 Budgeted	184,500
-----------------	---------

Nonprofit Grants Balance	599
--------------------------	-----

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

**CITY OF KODIAK
RESOLUTION NUMBER 2015-16**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK RESCINDING RESOLUTION NO. 2014-19 AND ESTABLISHING FUNDING CRITERIA FOR NONPROFIT GRANTS

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

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

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

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

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

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

Youth Recreation Programs	\$2,500
Adult Recreation Programs	\$5,000
Public Safety Support Programs (Shelter/Food)	\$10,000
Emergency Response Support Programs	\$10,000
3. Subject to available funding, the Council may authorize a special one-time funding increase for a special project.



CITY OF KODIAK

Bob Branner

MAYOR

ATTEST:

Michelle Shumock Nelson

DEPUTY CITY CLERK

Adopted: May 28, 2015

CITY OF KODIAK
FY17 NONPROFIT FUNDING APPLICATION
Return to City Manager's Office by June 17, 2016.

ORGANIZATIONAL OVERVIEW

Organization Name Kodiak Audubon Society
Mailing Address Po Box 1756
Telephone No. na Fax No. na
Email na

Federal Employer Tax ID Number 920098184

Contact Person Claudia Anderson secretary

Contact Person Claudia Anderson Printed Name Title
Signature Date 9.13.2016

List of Board Members and Officers:

Cindy Trussell, president Mary Lukens, education
Eric Munk, treasurer Rich MacIntosh, bird count
Stacy Studebaker, conservation Robin Corcoran
Cindy Bower, hiking Jill Wittenbrader

Does agency have 501(c)3 status from the IRS? [] Yes [x] No
If yes, please include a letter from the IRS signifying agency's official non-profit tax exemption status.
If no, has your agency applied for 501(c)3 status? [] Yes [] No

SERVICES:

- Provide a brief description of organization service(s) in order of priority:
1. Hiking program: offers us the opportunity to advance mission with locals and tourists
2. Christmas Bird Count: collects long term data with the help of many adults and children
3. Habitat Advocacy: addresses local and state conservation issues, for example, Navy training in Gulf, airport extension at Buskin, logging in Chiniak, lake fertilization
4. Outdoor Education: supports programs with schools, for example, 5th grade Camp Woody, Audubon Adventures for 4th grades
5. Public Presentations and Bird Notes

The City of Kodiak does not fund religious programs. Are your agency's services faith-based?
[] Yes [x] No

If yes, how do you plan to use the City's funding?

How many City residents will be served by this grant? This year 467 hikers: 330 local and 137 visitors

Please attach a copy of the organization's Mission Statement.

How does your agency collaborate with other local nonprofit organizations?

Island Trails: helped us with limited trail upgrades at Buskin Bird Banding site

Ducks Unlimited: provided planning for settling ponds at Potato Patch

Kodiak College and Kodiak National Wildlife Refuge: collect mist netting data at Buskin project

Wildlife Refuge: collaboration on International Migratory Bird Day

FINANCIAL INFORMATION

Funding will be granted only for the following kinds of programs/activities and up to the maximum identified funding amount per organization, per program type:

- Youth Recreation Programs \$ 2,500
- Adult Recreation Programs \$ 5,000
- Public Safety Support Programs (Shelter/Food) \$10,000
- Emergency Response Support Programs \$10,000

A special one-time funding increase for a special project is applied for (see page 3 of application) if approved by the Council.

List category(s) of funding requested from the above list and explain how your organization's programs fall within the powers of the City of Kodiak for each category of funding requested:

Category adult recreation Amount \$1700.

Explanation:
This was the 2016 cost of our insurance through CHUBB for the hiking program.

Category _____ Amount _____

Explanation:

Category _____ Amount _____

Explanation:

Total funding request to the City of Kodiak \$1700

What percentage of funds will be used for administrative costs? 0%

What percentage of funds will be used for direct services? 100% if insurance is considered direct service

How will the funds be used?
to buy insurance

Is your agency audited? Yes No

If yes, please attach latest audit or financial report.

If your agency is applying for special one-time only funding for a non-operational project, please describe the project, the need for it, what the project will accomplish, specific outcomes expected, describe who will benefit, and provide a timeline and target dates, including the expected date of completion. Please provide a thorough description of the project and adequate information as requested to be considered for funding. Use another sheet if necessary and clearly mark it as an addendum to the application to the application for one-time funding.

OTHER FUNDING SOURCES

List the amount of funding your agency received from other sources during the past fiscal year:

Federal _____	State _____
City of Kodiak _____	Kodiak Is. Borough _____
Parent Organization ^{** (see membership)} _____	Corporate Grants _____
Foundations _____	Client Fees _____
Donations _____	Memberships ^{** ~ \$460} _____
Interest <u>yes, but I don't have amount</u>	Gaming Permit Activities (pull tabs, raffles etc.) _____

If you receive state or federal grants, what is the percentage and amount of local match required for each grant your agency receives?
 NA

What effects will there be and what alternative plans does your agency have if City funding is not received?
 Sales of The Kodiak Audubon's Hiking & Birding Guide have in the past covered our expenses including insurance. The new free trail map from Discover Kodiak has already proved to impact our sales. We can cover the costs this year for the hiking insurance but we as a board would have to decide whether or not to continue the hiking program.

Did your organization receive funding from the City of Kodiak during the last fiscal year (July 1, 2015 – June 30, 2016). Yes No

All applicants please complete the OTHER FUNDING SOURCES (top of page 4) and attach FY16 financial reports or latest audits with this application.

Scoring Criteria

Services meet City nonprofit funding criteria (adult and youth recreation programs, public safety services, and emergency response support programs	25 points
Grant reports submitted to City as required	25 points
Number of City residents served	25 points
Other sources of applicant funding identified	25 points

2014-2015 Financial Report

A53 - Kodiak Audubon Society

Person Reporting:	Eric Munk
Email:	emunk@gci.net
Phone:	
Report Status:	Submitted
Last Modified Date:	09/25/2015

Financial Report

Your name	eric munk
Your email address:	emunk@gci.net
This report covers the following 12 month fiscal year (please use same year as on IRS Form 990 or e-postcard):	7/1/2014-6/30/2015
If "other", enter beginning and ending fiscal year dates:	
Fiscal Year Operating Revenue and Expense* as of the end of the year noted above:	12448.26
Total Operating Revenue:	
Total Operating Expense:	4883.07
Total of all Chapter funds (Funds Balance) at the end of the fiscal year (e.g., all funds held by the Chapter including checking account, savings account, endowment account, Certificates of Deposit, stocks and other investment accounts; does not include the value of land or other buildings):	33336.27
Portion of funds balance that was restricted or reserved for a specific use (e.g., funds that are not freely available, their use being limited to a specific program or project; includes grants for specific activities, board or donor restricted funds, endowment accounts):	414.00
Please note grant funding received from non-Audubon source (s) (do not include Toyota TogetherGreen or Collaborative Funding):	0.00
Please note revenue received for separate Chapter memberships (do not include Audubon Baseline or Membership Incentive Payments):	0.00
Comments:	
*Definitions: Annual Operating Revenue includes all cash earned or raised IN THE LAST FISCAL YEAR to cover the costs of running the Chapter. Annual Operating Expense includes all costs incurred IN THE LAST FISCAL YEAR to operate and maintain the Chapter.	
If you have completed this report to your satisfaction, please submit it by clicking the Submit Form button below. Otherwise, you may save your work and return later.	
If you haven't already, please also complete the 2014-2015 Questionnaire by selecting it from the Forms menu.	

Kodiak Audubon Society

Mission Statement

The mission of Kodiak Audubon is to conserve Alaska's natural ecosystems focusing on birds, other wildlife, and their habitats for the benefit and enjoyment of current and future generations.

State of Alaska

Department of Commerce and Economic Development

Certificate

NONPROFIT CORPORATION

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of

KODIAK AUDUBON SOCIETY, INC.

have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues the Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on
October 22, 1986.

Soren H. Lounsbury

COMMISSIONER OF COMMERCE
AND ECONOMIC DEVELOPMENT

2016 Audubon Hiking Schedule



Updates on Facebook "Kodiak Audubon Hikers", KMXT-FM 100.1 "Island Messenger", KVOK-AM (Thur & Fri), Daily Mirror

Hiking Program Coordinator: Cindy Bower (486-0499)

	Date	Destination	Difficulty	Leader	Phone #	
APRIL	Sat. 23	Whale Watching, Drive to Pasagshak Point to view whales	1	Cindy Bower	486-0499	
	Sat. 30	Whale Watching, Narrow Cape (hike if weather permits) 4 miles	3	Stacy Studebaker	486-6498	
	Sun. 1	Guided Birding Trip (view birds on local lakes and beaches)	1	Rich MacIntosh	486-3087	
MAY	Sat. 7	Heitman Lake (wet start, birds, flowers, 4 miles)	3	Linda Himelbloom	486-0822	
	Sun. 8	Kalsin Ridge (goats, birds, views of Kalsin Bay & Saltry Cove, 5 miles)	4	Jessica Eanes	(252) 204-0564	
	Sat. 14	INTERNATIONAL MIGRATORY BIRD DAY (no hike)	X	X	X	
	Sun. 15	Pyramid Mountain (hike, climb, birds, flowers, views, 6 miles)	5	JoAnn Snoderly	(304) 376-4159	
	Sat. 21	Abercrombie (Parkside to Ram Site loop, birds, flowers, 2 miles)	2	Mary Lukens	486-2654	
	Sun. 22	Termination Point (hike in woods, birds, flowers, 6 miles)	4	Heather Preece	907-512-6762	
	Sat. 28	KODIAK CRAB FEST (no hikes)	X	X	X	
	Sun. 29	KODIAK CRAB FEST (no hikes)	X	X	X	
	Sat. 4	Old Woman's mountain-to-fairgrounds (birds, flowers, 6 miles)	4	Susan Reid	486-8464	
	Sat. 5	Kashevaroff Mountain (views, flowers, birds, 6 miles)	5	Jessica Eanes	(252) 204-0564	
JUNE	Sat. 11	Near Island, south end (birds, flowers, 3 miles)	2	Mary Lukens	486-2654	
	Sun. 12	Swampy Acres to Pillar Mountain, up & over (yoga, 5-6 miles)	4	Veronica Costa-Bolton	486-4099	
	Sat. 18	Barometer Mountain (steep climb, views, flowers, 4 miles)	5	Stephanie Jenkins	(502) 939-0495	
	Sun. 19	Sharatin Mountain (hike, climb, birds, flowers, 5-7 miles)	5	Heather Preece	907-512-6762	
	Sat. 25	Margaret (Boy Scout) Lake to Buskin Beach (yoga hike)	2	Veronica Costa-Bolton	486-4099	
	Sun. 26	Pillar Mountain, (birds, flowers, 3 miles)	3	Mary Lukens	486-2654	
	Sat. 2	Pyramid Mountain, to the peak (yoga, climb, flowers,, 6 miles)	5	Veronica Costa-Bolton	486-4099	
	Sun. 3	Bells Flats 5-lake-loop (start at Jack Lake, flowers, birds, 2 miles)	3	Heather Preece	907-512-6762	
	Sat. 9	Monashka Mountain (steep climb, great views, 6 miles)	5	Hans Tschersich	486-5648	
	Sun. 10	Backside of Three Sisters (wet start, yoga, hike, 5 miles)	4	Veronica Costa-Bolton	486-4099	
JULY	Sat. 16	Heitman Lake, to the peak (wet start, birds, flowers, 6 miles)	4	Hans Tschersich	486-5648	
	Sun. 17	Pyramid Circuit (climb to 1,700 ft, hike to golf course, 7 miles)	5	Patrick Saltonstall	486-2634	
	Sat. 23	Old Woman's Mt, fairgrounds-to-peak (yoga, hike, 6 miles)	4	Veronica Costa-Bolton	486-4099	
	Sun. 24	Kalsin Ridge (goats, birds, views of Kalsin Bay & Saltry Cove, 5 miles)	4	Jessica Eanes	(252) 204-0564	
	Sat. 30	Cascade Lake (wear hiking boots but bring water shoes, 4 miles)	3	Hans Tschersich	486-5648	
	Sun. 31	Cope Mt Plateau (wear hiking boots but bring water shoes, 6-8 miles)	5	Marsha Spaford	654-4622	
	Sat. 6	Kashevaroff Mountain (views, flowers, birds, 6 miles)	5	Jessica Eanes	(252) 204-0564	
	Sun. 7	Chiniak Beaches (birds, flowers, WWII bunkers, 4 miles)	2	Hans Tschersich	486-5648	
	AUGUST	Sat. 13	Termination Point (hike in woods, birds, flowers, 6 miles)	3	Hans Tschersich	486-5648
		Sun. 14	North Sister (wet start, birds, flowers, hike, climb, 5 miles)	4	Heather Preece	907-512-6762
Sat. 20		Anton Larsen Pass loop (climb, views, flowers, birds, 6 miles)	4	Cindy Trussell	486-2878	
Sun. 21		Boy Scout Lakes (Buskin Hill WWII bunkers, beach walk, 2 miles)	2	Mary Lukens	486-2654	
Sat. 27		Russian Ridge (great forest hiking in town, 2-3 miles)	3	Mary Lukens	486-2654	
Sun. 28	Old Woman's mountain-to-fairgrounds (birds, flowers, 6 miles)	4	Heather Preece	907-512-6762		

The Kodiak Audubon Society invites you to join us for a stroll, a hike, or a climb! All hikes are free and open to the public. Meet your hike leader at 9:30 am in front of the Kodiak Island Convention & Visitors Bureau (Ferry Building) at the end of Center Avenue, downtown. The hike difficulty is rated from 1 (easy walk) to 5 (difficult).

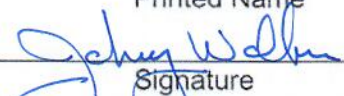
The mission of Kodiak Audubon is to conserve Alaska's natural ecosystems focusing on birds, other wildlife, and their habitats for the benefit and enjoyment of current and future generations.

**CITY OF KODIAK
FY17 NONPROFIT FUNDING APPLICATION
Return to City Manager's Office by June 17, 2016.**

ORGANIZATIONAL OVERVIEW

Organization Name Kodiak Baptist Mission
 Mailing Address 1944 East Rezanof Drive Kodiak AK 99615
 Telephone No. 907-486-4126 Fax No. 907-486-5567
 Email execdir@kodiakbaptistmission.org

Federal Employer Tax ID Number 92-0071967
 Contact Person Johnny Walker Executive Director

Contact Person  Printed Name Johnny Walker Title Executive Director
 Signature Date 8/29/16

List of Board Members and Officers:

<u>Kim Davidson, President</u>	<u>Martin Belarde, Peter Sprague</u>
<u>Dan Davis</u>	<u>John Reft</u>
<u>Mark Nymeyer, Vice President</u>	<u>Ann Cusick</u>
<u>Shelly Paulson, Secretary</u>	<u>Alonzo Patterson</u>

Does agency have 501(c)3 status from the IRS? Yes No
 If yes, please include a letter from the IRS signifying agency's official non-profit tax exemption status.
 If no, has your agency applied for 501(c)3 status? Yes No

SERVICES:

Provide a brief description of organization service(s) in order of priority:
 Our highest priority is to provide direct food assistance to families struggling with food insecurity. Following direct service to families in need, our priority is to share food resources with other organizations supporting Kodiak's poor, such as Brother Francis Shelter and the KWRCC. The KIFB is Kodiak's agent for Federal Food Commodities (TEFAP) as well as the commodity Supplemental Food Program (CSFP) providing an additional source of USDA food for pregnant and breastfeeding women, infants, children and the elderly.

The City of Kodiak does not fund religious programs. Are your agency's services faith-based?
 Yes No
 If yes, how do you plan to use the City's funding?
 The Kodiak Baptist Mission is a faith based organization. The Kodiak Island Food Bank is not a religious program; funds received from the City of Kodiak are used for the express purpose of distributing food to people in need.

How many City residents will be served by this grant? 9830 people were served last year. 90% city residents

Please attach a copy of the organization's Mission Statement.
 City of Kodiak Nonprofit Grant Application/Report
 FY2017
 Page 1 of 5

How does your agency collaborate with other local nonprofit organizations?

We collaborate with other organizations through partnerships to distribute food and also by providing food for other agencies to give to their clientele. The Brother Francis Shelter and KWRCC are examples of this.

FINANCIAL INFORMATION

Funding will be granted only for the following kinds of programs/activities and up to the maximum identified funding amount per organization, per program type:

- Youth Recreation Programs \$ 2,500
- Adult Recreation Programs \$ 5,000
- Public Safety Support Programs (Shelter/Food) \$10,000
- Emergency Response Support Programs \$10,000

A special one-time funding increase for a special project is applied for (see page 3 of application) if approved by the Council.

List category(s) of funding requested from the above list and explain how your organization's programs fall within the powers of the City of Kodiak for each category of funding requested:

Category Emergency Response Support Programs Amount \$5000

Explanation:

In the past year the Kodiak Island Food Bank distributed 211014 pounds of food to 9830 people. Figures provided by the USDA value KIFB's food assistance at \$559,911, and the equivalent of 175,520 meals. We are pleased with this return on investment and see it as a powerfully effective use of effort. The KIFB is one of the few means tested food banks in the State. By continuing to verify recipients' qualifications for assistance we demonstrate that this need is real and assure that this effort is making a difference by only supporting those who are truly in need.

Category _____ Amount _____

Explanation:

Category _____ Amount _____

Explanation:

Total funding request to the City of Kodiak \$5000 in addition to the \$4709 already received.

What percentage of funds will be used for administrative costs? 12.56%

What percentage of funds will be used for direct services? 87.44%

How will the funds be used?

All funding will be used exclusively to provide the services of the Kodiak Island Food Bank and help pay for staffing, utilities, food pick-ups, maintenance and equipment.

Is your agency audited? Yes No

If yes, please attach latest audit or financial report.

If your agency is applying for special one-time only funding for a non-operational project, please describe the project, the need for it, what the project will accomplish, specific outcomes expected, describe who will benefit, and provide a timeline and target dates, including the expected date of completion. Please provide a thorough description of the project and adequate information as requested to be considered for funding. Use another sheet if necessary and clearly mark it as an addendum to the application to the application for one-time funding.

OTHER FUNDING SOURCES

List the amount of funding your agency received from other sources during the past fiscal year:

Federal	<u>\$0</u>	State	<u>\$1809</u>
City of Kodiak	<u>\$4,709</u>	Kodiak Is. Borough	<u>\$45,120</u>
Parent Organization	<u>\$50,525 (KBM)</u>	Corporate Grants	<u>\$12,048</u>
Foundations	<u>\$0</u>	Client Fees	<u>\$0</u>
Donations	<u>\$4,660</u>	Memberships	<u>\$0</u>
Interest	<u>\$0</u>	Gaming Permit Activities (pull tabs, raffles etc.)	<u>\$0</u>

If you receive state or federal grants, what is the percentage and amount of local match required for each grant your agency receives?

What effects will there be and what alternative plans does your agency have if City funding is not received?

Services will be continued to the best of KBM's ability although the scope and ability to offer these services would definitely diminish. Time will prove, but we are especially concerned in the coming years for those on the bottom run of Kodiak's economic ladder.

Did your organization receive funding from the City of Kodiak during the last fiscal year (July 1, 2015 – June 30, 2016). Yes No

All applicants please complete the OTHER FUNDING SOURCES (top of page 4) and attach FY16 financial reports or latest audits with this application.

Scoring Criteria

Services meet City nonprofit funding criteria (adult and youth recreation programs, public safety services, and emergency response support programs	25 points
Grant reports submitted to City as required	25 points
Number of City residents served	25 points
Other sources of applicant funding identified	25 points

CITY OF KODIAK GRANT REPORT

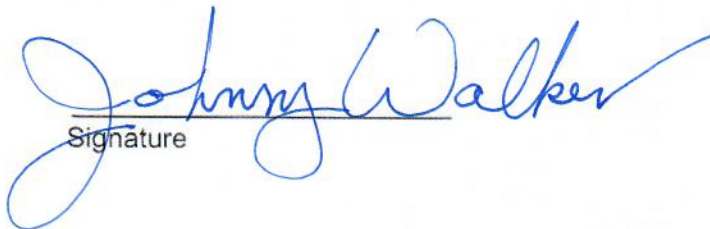
Please complete this report based on funds received from the City of Kodiak during the period July 1, 2015 through June 30, 2016.

Organization:	KODIAK BAPTIST MISSION
Program:	KODIAK ISLAND FOOD BANK
2015-2016 Grant Amount:	4709 ⁰⁰
Amount Expended Year-to-Date:	4709 ⁰⁰
Balance:	0 ⁰⁰

Describe accomplishments with grant funds. DISTRIBUTED 211,014 lbs OF FOOD TO 9830 PEOPLE. USDA FEEDING AMERICA VALUE THIS AT 559,911⁰⁰ DOLLARS OR 175520 ACTUAL MEALS. THIS IS 51.7% OF THE NEED

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

φ



Signature

Submit to:

City Manager
 City of Kodiak
 710 Mill Bay Road, Room 114
 Kodiak, AK 99615

Date: 02 NOV 1980

Our Letter Dated:
February 28, 1980
Person to Contact:
John Sutton
Contact Telephone Number:
(206) 442-5106

▷ Kodiak Baptist Mission, Inc.
Mission Road P.O. Box 785
Kodiak, AK 99615

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section *See below. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

*509(a)(1) and 170(b)(1)(A)(vi)

Kodiak Baptist Mission
Supplemental Schedule of Functional Expenses
For the Year Ended June 30, 2015

	PROGRAM SERVICES					Support Services		
	Food Bank	Preschool	After School	Summer Camp	Total Program Services	Development	Admin	Total Support Services
PERSONNEL AND RELATED:								
Salaries	37,839	169,198	54,278	30,414	291,729	33,420	70,911	104,331
Payroll Taxes	3,572	15,380	5,145	2,727	26,824	2,910	6,193	9,103
Employee Benefits	10,140	23,508	15,009	4,378	53,035	4,896	16,835	21,731
Total Personnel and Rel:	51,551	208,086	74,432	37,519	371,588	41,226	93,939	135,165
PROGRAM SUPPORT								
Program materials	5,439	24,652	13,333	43,161	86,585	6,321	4,371	10,692
Other Program Support	7,116	5,084	5,646	17,286	35,132	2,546	1,788	4,334
Total Program Support	12,555	29,736	18,979	60,447	121,717	8,867	6,159	15,026
ADMINISTRATIVE								
Telephone	1,491	2,277	2,694	1,010	7,472	398	1,713	2,111
Office Supplies	503	1,266	1,340	893	4,002	1,450	1,219	2,669
Advertising	54	347	480	226	1,107	1,101		1,101
Postage	98	217	230	105	650	709	102	811
Misc.	850	115	81	94	1,140	186	467	653
Total Administrative Support	2,996	4,222	4,825	2,328	14,371	3,844	3,501	7,345
OCCUPANCY								
Utilities	28,132	22,603	31,182	13,881	95,798	4,942	5,026	9,968
Repairs and maintenance	22,720	18,254	25,191	14,594	80,759	4,647	4,016	8,663
Insurance	5,205	9,604	7,001	2,335	24,145	1,083	2,525	3,608
Total Occupancy	56,057	50,461	63,374	30,810	200,702	10,672	11,567	22,239
DEPRECIATION								
	11,933	10,742	13,490	6,559	42,724	2,374	2,374	4,748
TOTAL EXPENSES	135,092	303,247	175,100	137,663	751,102	66,983	117,540	184,523
								935,625

Kodiak Baptist Mission
Statement of Activities - Page 2
Year Ended June 30, 2015 and 2014

	2014	2015
CHANGES IN UNRESTRICTED ASSETS		
From Non-Operating Activities		
Investment Gains (Losses)	69,876	-18,828
Grants Released for Capital Projects	0	0
Gain (Loss) on Disposal of Assets	0	0
Donated Equipment added to Assets	3,500	0
Prior Year Adjustment of Accrued Expenses	0	21,643
Change in Net Assets from Non-Operating Activities	73,376	2,815
increase in Unrestricted Activities	37,379	-15,279
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS	0	0
CHANGE IN PERMENANTLY RESTRICTED NET ASSETS	0	0
INCREASE (DECREASE) IN NET ASSETS	37,379	15,279
NET ASSETS - Beginning of Year	2,275,416	2,312,795
NET ASSETS - End of Year	2,312,795	2,297,516
	37,379	-15,279

Kodiak Baptist Mission
Statement of Activities
Years ended June 30, 2015 and 2014

CHANGES IN UNRESTRICTED NET ASSETS	<u>2014</u>	<u>2015</u>
From Operating Activities		
Support		
Individuals	74,141	123,001
Corporations	27,444	15,112
Government	68,074	76,315
Churches	<u>130,812</u>	<u>98,724</u>
Subtotal - Support	300,471	313,152
Revenue		
Fees & Services	449,667	500,589
Other Income	61,976	68,172
Interest on Investments	<u>24,693</u>	<u>35,618</u>
Subtotal - Revenue	536,336	604,379
TOTAL SUPPORT AND REVENUE	836,807	917,531
Expenses		
Personnel	477,634	506,753
Program Support	115,940	136,743
Advertising	684	2,208
Administration	24,142	19,508
Occupancy	207,846	222,941
Depreciation	<u>46,558</u>	<u>47,472</u>
TOTAL EXPENSE	872,804	935,625
Change in Net Assets from Operating Activities	-35,997	-18,094

Kodiak Baptist Mission
Balance Sheet
June 30, 2015 and 2014

ASSETS	<u>2014</u>	<u>2015</u>
Current Assets		
Cash - unrestricted	183,095	210,906
- temporarily restricted	0	0
Accounts Receivable	36,443	42,750
Prepaid Expenses	16,368	12,101
Investment funds - unrestricted	13,504	13,504
	212,584	218,318
	205,001	150,901
	22,948	23,567
	<u>149,698</u>	<u>153,736</u>
Total Current Assets	839,641	825,783
Property, Plant & Equipment, net	1,114,831	1,077,938
Other Assets	<u>443,055</u>	443,055
Total Assets	2,397,527	2,346,776
LIABILITIES		
Accounts Payable	51,817	26,112
Accrued Liabilities	32,916	10,996
Deferred Income	<u>0</u>	<u>12,152</u>
Total Liabilities	84,733	49,260
NET ASSETS		
Unrestricted	1,043,330	990,665
Restricted (Retained Earnings)	<u>1,269,465</u>	<u>1,306,851</u>
Total Net Assets	2,312,795	2,297,516
Total Liabilities & Net Assets	2,397,528	2,346,776

Kodiak Island Food Bank Business Plan



“That all would be fed... that none would go hungry.”
Our purpose is to develop the food and financial resources to make this statement true across the Kodiak Archipelago.

Goal

Research by Feeding America indicates that we would need to develop and distribute 407,398 pounds of food to address the food insecurity needs of the Kodiak Island Borough. Presently the Kodiak Island Food Bank cannot meet the entire need that exists in Kodiak. That said, we have established an ambitious goal to develop and distribute 290,000 pounds of food to people experiencing food insecurity across the Kodiak archipelago. This assistance will be distributed in several ways. First and primary, we intend to provide approximately 10,000 units of direct service to families and individuals. Second, we will make distributions of food to other organizations directly supporting people in need. These food resources can be utilized in execution of agency programs or be redistributed to people participating in their services.

Food Development

Federal Commodities - While this resource has been greatly diminished over the years, it is still a very important component to any community’s plan to address food insecurity. The Food Bank will continue its role as Kodiak’s agent for Federal Commodities. This includes TEFAP and CSFP commodities. Between these two programs we presently anticipate being able to bring approximately 90,000 pounds of food to Kodiak by acting in this capacity.

Challenge - Significant Administrative Involvement - These programs do come with a weight of administrative responsibility to the USDA. Each household needs to be qualified annually and reports submitted.

Strategic Response The Food Bank Director will file monthly and annual reports to the USDA. Volunteers will be utilized to annually qualify food bank participants and also cover monthly sign-ins and distribution recording.

Challenge - Handling and Storage These shipments come as large infrequent bulk shipments and require rigorous storage protocols.

Strategic Response - The Food Bank will maintain adequate warehouse and freezer space within the Food Bank. To the degree possible, receipt of these commodities will be scheduled at

times of volunteer availability. The Food Bank Director will oversee the off loading, inventorying and spotting of these products in the facility. The Food Bank will also maintain a walk-in freezer qualifying us for TEFAP frozen goods.

Salvage Food - To Federal Commodities we plan to add approximately 200,000 pounds of additional food through salvage, food drives and donations; a preponderance of this will come from food salvage.

Challenge – Highly Labor and Vehicle Intensive - Food salvage requires considerable time on the road collecting food and then again at the sorting table. 85% of the food collected is distributable but requires significant inputs.

Strategic Response To accomplish this, the Food Bank Director and Assistant will continue to maintain the daily food pick-up route comprised of stops at Cost Savers and Safeway. Additionally they will response to on-call pick-ups at Walmart and the Coast Guard Commissary. To the degree possible volunteers will be coordinated by the Food Bank Director to participate in inspection, sorting and washing of salvaged food. To help contain vehicle cost the Food Bank box truck will be maintained by the Kodiak Baptist Mission maintenance staff and shop.

Food Drives The Public Education Director of the Kodiak Baptist Mission, with the help of the Food Bank Director, will give presentations to Kodiak's service groups, clubs, churches, school groups and other organizations that are or could potentially be interested in participating in food drives. The KBM Public Education Director will also maintain a Face Book page and a website and work with local broadcasters and the news paper to share information about the Food Banks needs and accomplishments.

Distribution

To reach our target group we will maintain two distributions days per week out of our facility located on the Baptist Mission campus. We will also maintain a monthly distribution out of the Kodiak senior center to best meet the needs of Kodiak's seniors. For this population we will also continue to oversee the CSFP program which is an important Federal commodities program offered to seniors along with pregnant and nursing mothers. The Food Bank will continue its goal of making monthly distributions in our village communities. The Food Bank will also continue to work with other agencies in Kodiak to help them meet their food needs for the services they offer.

Funding

Current budget projections anticipate serious financial challenges for the Food bank. In our last fiscal year Food Bank income ran around \$40K short of expenses. In response we have stepped up our public education efforts significantly and are seeing good results but are still projecting a significant shortfall. We look forward to the opportunity to participate in the Pick Click Give

Campaign for the first time now that legislative changes allow the Food Bank to participate.

Strategic Response Funding efforts will continue to focus on grants and funding requests. Funding support from the Borough, augmented by the City, has been a pillar for the operation of the Food Bank. To that we add continued success with the Rasmussen Safety Net Grant, the Alaska Food Coalition and similar funding sources that offer finances to purchase food (but offer no overhead or administrative support). In the past few years the Food Bank has seen a broadening base of community support among service organizations and business. Continued effort will be directed at developing these sources through KBM's Public Education office to keep pace with the growing cost associated with the loss of Commodities.

Long Range Plan

Presently Food Bank facilities are inadequate to handle the volume of food being distributed. We are in danger of work place injury due to the high level of manual handling of goods where forklifts and other mechanized equipment should but cannot be utilized due to space constraints.

Strategic Response The Kodiak Baptist Mission has offered space to the Food Bank in its Volker shop building. This space was formally the KBM gym but was replaced by the Heritage Center recently built on Mission Road. This space is on grade with the ground, has bay doors and is big enough to accommodate forklifts and trucks. That said, a fair bit of modification to the building would need to be made in as well as procurement of addition equipment such as racking, lighting, refrigeration and a walk in freezer. This project will be on the scale of a Rasmusen type of capital funder. This possibility will be explored in next few years.

White Paper: Food Insecurity in Kodiak Alaska

What's Needed

Research by Feeding America indicates that we would need to develop and distribute 407,398 pounds of food to address the food insecurity needs of the Kodiak Island Borough. At the updating of this paper the Kodiak Island Food Bank had an annual distribution of 211,014 pounds of food (2015). This level of service places the Food Bank over half

of the way to fully addressing food insecurity for Kodiak Island.

This is of course a very simplified analysis of an incredibly complicated issue and to assume that just churning out pounds will precipitate a solution would be naive. That said, the fact that this issue is being addressed to this level does offer us a significant and positive macro indicator that while these needs are significant, food insecurity around the Kodiak archipelago is a surprisingly addressable issue. This fact is even further encouraged by the consideration that the total food resource needed to meet this goal fully exists and actually far exceeds the needs of the island; it simply needs to be diverted out of the waste stream and away from our land fill and to food banking. Research of landfill composition finds that 19% of municipal waste is made up of food. The University of Arizona's extensive work on this topic finds that 14-15% of this food is not only edible but that it is untouched and unopened at the time of disposal. If we apply these figures to our own Kodiak Land fill we can expect to find 551,000 pounds of unopened untouched food there. Considering this, we are at present only salvaging approximately 25% of our usable discards.

Presently wasted food resources are only being tapped minutely in Kodiak. With the exception of Cost Savers which is diverting 100% of its usable discards, the remainder of our grocers divert only a fraction of what is being thrown away to the food banking stream. After having a community food bank, the next most important step in the strategy to address food insecurity is to develop this nearly untapped resource. To do this we have to understand the bias for disposal and barriers to donating.

Barriers to Donation

It is easier to just throw it away!

It just is! As stores deal with sorting out products that they can no longer sell, it is more efficient to just throw that product away than to set it aside, work around it and keep track of it until it passes from the store's custody to the Food Bank's.

Response: Food banking has to make it as convenient and advantageous as possible to donate. Pickups need to be frequent and timely so grocers aren't tripping over donated products or left wondering if anyone will show or not.

Competing with Yourself

In most cases donors do not change their disposal practices after being informed of their legal protections. This is an indicator that liability is not really at the heart of the reluctance to donate. In these situations the community and food bank need to focus on the real underlying issues and not dissipate itself on an educational campaign regarding liability protection.

Significant External Forces Affecting Food Banking:

In 2000 when the Kodiak Island Food Bank started, the food banking landscape was very different. The heart of the program was The Emergency Food Assistance Program (TEFAP). This program utilizes food produced through Federal subsidies to farmers and distributes it to food banks. With the increased profitability of farming in the US, subsidies have nearly ended, diminishing this food supply. If food banking were the proverbial three legged stool then TEFAP made up two of the legs with salvaged food acting as the third. Today TEFAP still plays an important role in a community's food banking plan but a much diminished one. Now salvaged food is the predominant resource with TEFAP playing a supporting role.

The pressure to maintain food resources while traditional sources of food have dropped off has been intense. With the drop off of commodities (TEFAP), food banks have had to focus on food salvage to keep pace with needs. This brings significant challenges to food bank operations as food salvage is labor intensive and the captured resource is highly perishable. Compared to handling TEFAP products in neat consistent and uniform boxes of shelf stable food, salvage is tremendously challenging.

Happily the Kodiak Island Food Bank has maintained a consistent food supply throughout this change but it has not been without impact to operational expenditures. To keep pace with this level of service it has require moving from three day a week pickup schedule to doing pickups every day. It has also required a lot of extra time be devoted inspecting, sorting and cleaning items along with necessitating a significant increase in refrigeration space to support distributions based on salvaged perishables. In accomplishing this, our staff and food bank truck are spending a lot more time on the road and we finally had to add an additional part time staff to spread the load. In fourteen years the Food Bank has met budget only one time so even a moderate increase to costs is alarming. In addition to working harder to salvage available food, the Food Bank has to rise to the challenge of developing funding resources so that it can adequately meet the food insecurity needs impacting our community. Toward this end we continue to implement new projects such as our empty bowl campaign run during the bazaar season along with other fund raising efforts. This coming year with he now enacted legislative changes the Food Bank will be able to participate in Pick, Click, Give for the first time.


(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Mike Tvenge, Deputy City Manager and Mark Kozak, Public Works Director

Date: October 13, 2016 

Agenda Item: V. f. **Resolution No. 2016-39, Appropriating \$30,550 From the Water Capital Improvement Unassigned Fund Balance to the UV Water Treatment Facility Project No. 03-14/7023 and Authorizing a Professional Services Contract for Updating the UV Reactors to the 2012 Validation Status and Completing New Programming of the Operating System**

SUMMARY: The City is required to get approval to operate from Alaska Department of Environmental Conservation (ADEC) for any water system modifications or new facility. Compliance regulations also required approval from ADEC to construct the new Ultra Violet (UV) Water Treatment Plant and, upon completion, we need to apply for final approval for our Certificate to Operate the UV Water Treatment Plant. CH2MHILL submitted the City's request for approval to operate on August 10, 2012. Since that time we have received several extensions to our interim approval to operate the UV Water Treatment Plant. CH2MHILL has continued to respond and coordinate the approval to operate with ADEC. In mid-year 2015, the updated and adopted US Environment Protection Agency (EPA) UV Guidance Manual was approved and accepted by ADEC. Several options were proposed to ADEC and they would accept several of the options as meeting their need for final approval. Staff is requesting Council's approval of this service upgrade of the UV reactors and reprogramming of the system with Calgon Carbon Corporation (Calgon) in the amount of \$30,550.00 with funds coming from the UV Water Treatment Facility Project No. 03-14/7023.

PREVIOUS COUNCIL ACTION:

- February 2003, City Council authorized a feasibility study to evaluate what secondary water treatment process could be used to meet the requirements of new regulations for surface water systems to continue operating under filtration avoidance criteria with CH2MHILL.
- July 2007, the City approved a contracted with CH2MHILL for Pre-design/final design of a UV Water Treatment facility. The Pre-Design was completed in February 2008 and final design was completed in 2010.
- February 2010, City Council approved the UV treatment equipment purchase from Calgon.
- January 2011, City Council awarded the Construction project to Jay-Brant General Contractors.
- January 2011, City Council awarded a professional service contract to CH2MHILL for project management of the UV Water Treatment Facility.

- February 2013, City Council awarded a professional service agreement with CH2MHILL for Engineering Services for Final Approval to Operate the UV Water Treatment Facility.

BACKGROUND: The City of Kodiak operates a public water system using surface water for its supply source. Over the years many EPA water treatment regulations have addressed surface water systems. In September 1992, the City was granted approval by the EPA to operate under Filtration Avoidance Criteria based on a new regulation. This allowed the community to continue to operate a public water system supplied by surface water without filtering the water as long as we meet all of the required criteria. A new regulation was adopted in 2006 requiring all surface water systems operating under filtration avoidance criteria to begin treating the water using two types of disinfectant. The City completed an evaluation of our water quality and potential options to meet the new regulations including water filtration. It was determined that using UV water treatment to meet our second disinfection requirement was the most cost effective for our community.

DISCUSSION: Current ADEC and EPA regulations require that any time a new process, expansion or large scale change is made to any water or wastewater system you must submit engineered design plans for approval to construction. Once the project is complete, you must submit asbuilts and operation manuals for approval to operate the new system.

The ADEC issued the City a certificate to construct the UV Water Treatment facility in December 2010. The project was bid and construction began the spring of 2011. The completed project started operation in March 2012 and we have been operating the facility since.

CH2MHILL submitted our request for approval to operate in August 2012. They responded to multiple requests from ADEC for additional information of a very technical and time consuming task, which increased cost substantially. Council approved additional funds to support this work. In June 2013, ADEC issued an interim approval to operate the UV WTP. This approval expired on October 1, 2014. CH2MHILL submitted a request to ADEC in September 2014 requesting final approval to operate.

We received a letter from ADEC proposing they would extend the interim approval to operate the UV Water Treatment system through December 31, 2015. They wanted additional information that addressed the safety correction factor, Action Spectra Correction Factor (ASCF), which the facility operates with per the interim approval to operate. Later ADEC notified the City they were waiting for an additional guidance document to be published by the EPA addressing the safety correction factor used in UV water treatment. The decision to hold off until this updated UV guidance document was published was due to the amount of safety correction factors we would be required to operate under.

This additional delay and request for more information from both the UV reactor manufacturer Calgon, and engineer CH2MHILL, is taking additional time and funds.

The new EPA UV guidance document that ADEC was waiting for was completed in July 2015 and ADEC addressed our request for a certificate to operate later last fall.

Calgon and CH2M have been working on this since last fall. We received four potential options that had been reviewed by ADEC for the purpose of final compliance with the new UV guidance document from Calgon through CH2M on September 28. The preferred and recommended option is No. 4. Below is the brief outline of the options for compliance.

The table below summarizes the options:

Option	Description	Projected ASCF	Estimated Calgon Cost
1	Use 2006 validation and default ASCF based on number of lamps operating from WRF Guidance	1.2-1.57	\$20,560
2	Upgrade to 2012 validation and use default worst case ASCF	1.46	\$28,360
3	Upgrade to 2012 validation and develop an equation to adjust ASCF based on UVT	1.16-1.46	\$30,400
4	Upgrade to 2012 validation and provide WRF Guidance compliant CFD modeling to calculate ASCF based on UVT and number of lamps operating	1.01-1.07	\$30,550

Below is an explanation of the acronyms used in the above table.

- ASCF = Action Spectra Correction Factor. This is a correction factor that is applied to the UV dose that accounts for reduced inactivation of test microbes and pathogens at different wavelengths that occurs in medium pressure systems. Fundamentally, the ASCF increases the power output by the UV system to act as a safety factor.
- WRF Guidance = Water Research Foundation Report #4376, "Guidance for Implementing Action Spectra Correction With Medium Pressure UV Disinfection" which was made final late in 2015. This was published by the EPA and AWWA after much research and debate to provide uniform guidance to the reduced inactivation problem.

- CFD = Computational Fluid Dynamics. In this case performed of the UV reactor to determine exactly how much UV light reaches every portion of the reactor. It includes shadows from the individual lamps as well as has inputs for various water quality.
- UVT – Ultraviolet Transmittance. A measure of how easily UV light travels through the water.

Although Option 4 is the most expensive, we are expecting this option will save us approximately \$300 to \$500/month in electrical cost over the other options. That actual saving is very dependent on water quality (UVT and turbidity) and flow. However, we do know that the correction factor will increase substantially under the other options listed. The safety correction factor determines how much additional UV energy is used above calculated dosages to meet disinfection requirements. The extra dosage increases the number of bulbs used for a given flow and water quality and the energy each bulb is operated at.

ALTERNATIVES: The requirement to have a certificate to operate the UV Water Treatment plant is critical to compliance with EPA and ADEC regulations. Completing the upgrading of the UV reactors to the most recent manufacture validation and operating guidelines will allow us to finally meet ADEC requirements for final approval to operate.

FINANCIAL IMPLICATIONS: This additional work was understood to be included in the overall project. We did not anticipate the extent of the ADEC request and the huge cost it would have and the time it would take. The original UV project was closed out in order to transfer almost \$1.8 million dollars of AMMG funds to the Monashka project. It was not anticipated that a new UV Guidance Manual would be completed and that our project would be required to go through this extensive process for final approval. Now that we have a final path forward, we can comply with the required changes to the UV Guidance Manual and receive our certificate to operate.

In order to fund this additional work, a fund transfer from the Water Capital Improvement Fund into the UV Water Treatment Facility Project No. 03-14/7023 is necessary.

STAFF RECOMMENDATION: Staff recommends Council approve this professional service agreement with Calgon Carbon Corporation to update the UV reactors to the 2012 validation and complete the new programming of the operating system in the amount of \$30,550 with funds coming from the UV Water Treatment Facility Project No. 03-14/7023.

CITY MANAGER'S COMMENTS: We know the importance of water safety and the reliance our community has on our water supply system. This upgrade to the UV system is necessary to comply with the current EPA and ADEC Regulations. I support staff's recommendation to update the UV reactor system.

ATTACHMENTS:

Attachment A: Resolution No. 2016–39

Attachment B: Calgon Carbon Corporation Proposal

PROPOSED MOTION:

Move to adopt Resolution No. 2016–39.

October 13, 2016
Agenda Item V. f. Memo Page 5 of 5

**CITY OF KODIAK
RESOLUTION NUMBER 2016–39**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK APPROPRIATING \$30,550 FROM THE WATER CAPITAL IMPROVEMENT UNASSIGNED FUND BALANCE TO THE UV WATER TREATMENT FACILITY PROJECT NO. 03-14/7023 AND AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR UPDATING THE UV REACTORS TO THE 2012 VALIDATION STATUS AND COMPLETING NEW PROGRAMMING OF THE OPERATING SYSTEM

WHEREAS, the EPA and ADEC require certification to operate the City’s UV Water Treatment Plant; and

WHEREAS, completing the upgrade of the UV reactors to the most recent manufacture validation and operating guidelines will comply with certification requirements; and

WHEREAS, Article V of the City of Kodiak Charter provides that an appropriation of funds separate from the budget document may be made by resolution; and

WHEREAS, Calgon Carbon Corporation has worked with CH2M, the City’s UV Water Treatment Facility project manager, to fulfill necessary regulations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska:

Section 1. The Fiscal Year 2017 Operating Budget is amended by appropriating \$30,550 from the Water Capital Improvement Unassigned Fund Balance to the following account to pay for updating the UV reactors to the 2012 validation status and completing new programming of the operating system:

Appropriation From:

<u>Account Description</u>	<u>Amount</u>
Water Capital Improvement Fund Balance	\$30,550

Transfer to:

<u>Account Description</u>	<u>Amount</u>
UV Water Treatment Facility Project No. 7023	\$30,550

Section 2. A professional services contract with Calgon Carbon Corporation for UV Reactor Upgrading and Programming for the UC Water Treatment Facility is hereby authorized in the amount of \$30,550 with funds from the UV Water Treatment Facility Project No. 7023.

Section 3. This resolution shall become effective upon adoption.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

**Calgon Carbon Corporation Terms and Conditions for
UV Equipment / System Purchase (the "Terms and Conditions")**

1) DEFINITIONS:

- a) Seller: Calgon Carbon Corporation, PO Box 717, Pittsburgh, PA 15230
- b) Buyer: The buyer named in the Documentation
- c) Documentation: The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of equipment and/or systems to which these Terms and Conditions are attached
- d) System/Products: The system and/or equipment described in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement, as supplemented by the Documentation, shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

- a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller;
- b) Sales Tax will be added to the price based upon the Product destination unless Tax Exemption or Direct Pay Documentation is provided;
- c) Billing terms are (i) 20% when Seller submits design drawings to Buyer for review and approval, (ii) 70% when the System is ready for shipment, and (iii) 10% when the System is delivered and installed (if applicable);
- d) Payment terms shall be net 30 days, or net 45 days if paid by Electronic Funds Transfer (ETF). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

4) PRICING CONDITIONS:

- a. **Pricing limitations:** Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a 60 day period beginning with the date of the Documentation.
- b. **Pricing Escalations:** Buyer acknowledges that the price for raw materials may increase unexpectedly. Therefore, unless otherwise specified in the Documentation, in the event that fabrication of the System is delayed for a period beyond three (3) months from the date of the Documentation, Buyer agrees to pay all surcharges and price increases as they are incurred by Seller. Pricing escalations for raw materials will be based upon the percent change in the Producer Price Index for such raw materials from the date of the Documentation to the date fabrication has begun. In addition all prices are subject to adjustment on account of changes in specifications, quantities, shipment arrangements and other terms or conditions which are not part of Seller's original price quotation set forth in the Documentation.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are Ex Works Seller's point of shipment (INCOTERMS 2000). Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6)TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of Shipment; provided, however, that title to any software incorporated within or forming a part of the System shall at all times remain with Seller or the licensor(s) thereof, as the case may be. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7)AVAILABILITY: Shipment dates (and delivery and installation dates if included in the System/scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of 2% of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8)ON-SITE SERVICES: All orders which include on-site services (including installation supervision, startup, training, testing, etc.) as stated in the Documentation (On-Site Services), will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer accordingly on a per hour rate of \$160 per hour of delay per person. For domestic travel, additional on-site services not specified in the Documentation shall be provided at a per diem rate of \$1,280 per person inclusive of all travel and living expenses per eight (8) hour day (or partial day not pro-rated), or as specified in the Documentation. For international travel, an additional fee will apply. Buyer shall make the premises, where On-Site Services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the Services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the On-Site Services. Prior to the commencement of On-Site Services, Buyer shall insure that the Premises are in good repair and in safe condition for the performance of Seller's On-Site Services, and shall, prior to the commencement of work, notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

9)PERMITS, LICENSES AND FEES: Buyer shall be responsible at its expense for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the System.

10) CHANGES: Any changes requested by Buyer after signing the Documentation will be separately designed and priced by Seller. No change will be made without receipt of a written change order accepted in writing by Seller.

11) ACCELERATION: Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

12) CANCELLATION: In the event that Buyer cancels its order under the Documentation prior to approving the design drawings submitted by Seller, Buyer shall pay to Seller as liquidated damages ten percent (10%) of the total purchase price of the Products, in addition to any progress payments invoiced. Following the acceptance of the design drawings by Buyer, Buyer shall not be permitted to cancel its order without Seller's

Revised December 21, 2010

Page 2 of 6

written consent, and then only upon payment of Seller's cancellation charges which shall be equal to Seller's direct costs of goods sold, plus direct labor costs and fixed charges relating to the design and manufacturing of the Products, plus ten percent (10%) of the total purchase price as liquidated damages.

13) LIMITED WARRANTIES: Unless otherwise explicitly provided for in the Documentation, Seller warrants that the (i) System shall be free from defects in material and workmanship, and shall be manufactured in accordance with the specifications agreed to in writing by the parties in the Documentation or any subsequent written change order, for a period of twelve (12) months from startup or eighteen (18) months from the date of shipment, whichever is earlier, and (ii) any On-Site Services provided for hereunder shall be performed in a workman-like manner, and in accordance with industry standards. Corrosion or other chemical action is specifically excluded as a defect covered hereunder. Seller agrees during the respective warranty periods specified above, (i) to repair or replace, at Seller's option, defective Products so as to cause the same to comply materially with the agreed to specifications, and (ii) to provide corrective On-Site Services so as to cause such On-Site Services to be performed in accordance with the terms hereof; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the delivery provisions of these Terms and Conditions, freight charged to Seller.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of Force Majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) external causes such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE ON-SITE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR ON-SITE SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS OR ON-SIGHT SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS PROVIDED FOR HEREUNDER AND UNDER THE DOCUMENTATION SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A

Revised December 21, 2010

Page 3 of 6

WAIVER BY SELLER OF ANY PROVISIONS OF THE DOCUMENTATION OR THESE TERMS AND CONDITIONS, UNLESS OTHERWISE AGREED TO IN WRITING.

14) SHORTAGE, LOSS, DAMAGES and NON-CONFORMITY: It is Buyer's responsibility to notify the freight carrier of any shortages, losses, or damage. This notification must be noted on the Bill of Lading at time of delivery. Claims will be disallowed if not reported within fifteen (15) calendar days of receipt of the respective Products and the responsibility for repairs/replacement will be on Buyer. Without expanding the limited warranties set forth in Section 13, Buyer shall have (i) thirty (30) days after delivery to its destination of use to inspect and test the System for any apparent non-conformity, and (ii) fifteen (15) days after the performance of any On-Site Services to inspect and test such On-Site Services for any apparent non-conformity. Failure to so inspect and test, or to give notice to Seller of any claim during the respective periods above, shall constitute an irrevocable acceptance of the Products and/or On-Site Services, and a waiver of any defect or warranty claim that could have been discovered by inspecting and testing. Buyer shall have the right to reject, refuse acceptance and revoke acceptance of any non-conforming Products or On-Site Services during the respective periods.

15) LIMITATION OF LIABILITY: NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), SELLER'S LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM SELLER IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THE DOCUMENTATION AND THESE TERMS AND CONDITIONS, THE LESSER OF (A) THE TOTAL AMOUNT OF COMPENSATION PAID TO SELLER HEREUNDER, AND (B) ONE MILLION DOLLARS (\$1,000,000). IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ALL CLAIMS OF WHATSOEVER NATURE SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING WITHIN NINETY (90) DAYS OF THE OCCURRENCE GIVING RISE TO THE CLAIM. MOREOVER, ANY FAILURE OF BUYER TO NOTIFY SELLER OF UNSATISFACTORY OPERATION OR ANY IMPROPER OR UNAUTHORIZED INSTALLATION, MAINTENANCE, USE, REPAIR, ADJUSTMENT, OR ATTEMPTS TO OPERATE THE SYSTEM OUTSIDE THE DESIGN LIMITS SHALL RELIEVE SELLER OF ANY FURTHER RESPONSIBILITIES HEREUNDER.

16) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in the Documentation or these Terms and Conditions shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

17) EXPORT RESTRICTIONS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control. Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related

technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer agrees to comply with all applicable U.S. export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

18) **CONFIDENTIALITY:** Other than in the performance of the terms of the Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information.

19) **SECURITY INTEREST:** Buyer hereby grants Seller a security interest in the System to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the System and will keep it free from any and all liens and security interests until Seller has been paid in full.

20) **MANAGEMENT OF CHANGE:** Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alternations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

21) **MISCELLANEOUS:** (a) Neither party may assign the Documentation or these Terms and Conditions, including without limitation any of its rights or obligations thereunder or hereunder, without the express written consent of the other party hereto; provided that Seller may assign the Documentation and these Terms and Conditions, including without limitation any of its rights or obligations thereunder and hereunder, to any of its

parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products without Buyer's consent. (b) In the event of any legal proceeding between Seller and Buyer relating to the Documentation or these Terms and Conditions, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury. (c) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in the Documentation or these Terms and Conditions shall not constitute a waiver of any other breach or of such provision. (e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in the Documentation, quotations, order acknowledgments, invoices or other documents. (f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or in the Documentation, or at such other address as either party may from time to time designate to the other. (g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent. (h) Terms used in the Documentation and these Terms and Conditions that are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

22) ENTIRE AGREEMENT: The Documentation and these Terms and Conditions and any attachments referenced in the Documentation, constitute, with respect to the subject matter hereof, the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in the Documentation or these Terms and Conditions shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

23) APPLICABLE LAW AND JURISDICTION: The Documentation and these Terms and Conditions shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction represented hereby. The Parties consent and submit to the jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members

From: Aimée Kniaziowski, City Manager

Thru: Mike Tvenge, Deputy City Manager and Ronda Wallace, Chief of Police

Date: October 13, 2016

Agenda Item: V. g. Authorization of Up Fitting of Recently Purchased Police Department Vehicles

SUMMARY: This action authorizes the Up fitting (or build) of three new Police Interceptor Utility (PI Utility) SUV's for the Kodiak Police Department, which were recommended for replacement and purchased during FY2017. Up fitting includes accessory equipment needed to complete the patrol vehicle. Staff recommends Council authorize Alaska Safety Inc. to build the three PI Utility vehicles for a total of \$33,375.

PREVIOUS COUNCIL ACTION:

- The replacement of three high mileage Police Interceptor Utility (PI Utility) SUV's and their associated equipment build was presented to Council during the May 7, 2016, budget presentation meeting for replacement in FY2017.
- Council subsequently funded the replacement when the budget was adopted during the June 30, 2016, regular Council meeting.
- Council approved the purchase of three PI Utility SUVs to replace high mileage SUV's during the September 8, 2016, regular Council meeting.

DISCUSSION: The Kodiak Police Department purchased three new PI Utility SUV's from Cal Worthington in Anchorage, Alaska through the State of Alaska Light Duty Contract. All three vehicles will be used for routine and emergency response related duties. Additionally, one vehicle purchased for the canine program will require transportation of a canine.

PI Utility vehicles, although built to certain specifications for public safety from the factory, do not come with all the required safety equipment. This safety equipment includes but not limited to the following: radios, lights, sirens, prisoner containment units, docking stations for TRACS computers and a K-9 Kit for containment of a police canine.

Alaska Safety Inc. has been in business since 1996 and specializes in the builds of public safety emergency vehicles throughout the State of Alaska. They are a master distributor, which means they have factory-trained technicians, warranty issues can be expedited more efficiently and cost effective service to the customer. Alaska Safety Inc. is the only full service, emergency vehicle install shop in the Anchorage area, which will allow for a complete build on our PI Utility SUV's prior to arrival in

Kodiak, and limits down time of the vehicle after purchase. The Kodiak Police Department has utilized Alaska Safety Inc. build process for the last several years.

ALTERNATIVES:

- 1) Authorize the City Manager to move forward with the sole-source purchase of emergency equipment and allow Alaska Safety Inc. to complete the build of three PI Utility SUV's. This is staff's recommendation.
- 2) Do not authorize this transaction. This alternative is not recommended because it would affect police operations and be contrary to the interest of the City.

FINANCIAL IMPLICATIONS: There is sufficient funding in the FY2017 KPD budget to cover the cost of all three vehicles builds.

LEGAL: Kodiak City Code Section 3.12.070(a)(2) states, "Providers of professional services shall be selected **solely** on experience and qualifications and price shall not be a factor in the selection process". This provision permits the City to sole source the emergency equipment purchase for the PI Utility SUV's builds through Alaska Safety Inc.

STAFF RECOMMENDATION: Staff is recommending the Council authorize the sole source purchase of emergency equipment from Alaska Safety Inc. and allow the company to complete the build of three PI Utility SUV's, with funds coming from the FY2017 Kodiak Police Department Operational Budget, Police Canine Sub-Department, Machinery and Equipment Greater \$5000 line item in the amount of \$10,845; and funds coming from the FY2017 Kodiak Police Department Operational Budget, Uniformed Patrol Sub-Department, Machinery and Equipment Greater \$5000 line item in the amount of \$22,530.

CITY MANAGER'S COMMENTS: I support staff's recommendation to contract with Alaska Safety Inc. for the up fitting of the three Police Interceptor Utility vehicles. The vehicles were purchased in Anchorage and the addition of safety equipment also in Anchorage is logistically sensible.

ATTACHMENTS:

- Attachment A: Quotation #028494 for build of two PI Utility vehicles
- Attachment B: Quotation #030088 for build of K-9 PI Utility vehicle

PROPOSED MOTION:

Move to authorize the City to sole-source purchase emergency equipment from Alaska Safety Inc. and authorize the company to complete the build of three (3) PI Utility SUV's, with funds coming from the FY2017 Kodiak Police Department Operational Budget, Police Canine Sub-Department, Machinery and Equipment Greater \$5000 line item in the amount of \$10,845; and funds coming from the FY2017 Kodiak Police Department Operational Budget, Uniformed Patrol Sub-Department, Machinery and Equipment Greater \$5000 line item in the amount of \$22,530 and authorize the City Manager to execute the documents on behalf of the City.

Alaska Safety, Inc.

Quotation# **028494**

4725 Gambell Street
Anchorage, AK 99503
Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID 00001507	Contact Lt. DJ Clumpner	
Customer PO None	Telephone (907) 486-8000	Facsimile (907) 486-8600

Bill To:

City of Kodiak - Police
Accounts Payable
2160 Mill Bay Road
Kodiak, AK 99615

Ship To:

City of Kodiak - Police
Kodiak Police Dept.
2160 Mill Bay Road
Kodiak, AK 99615

Special Order Drop Ship

Quote Date	Comments		Special Instructions			Terms
03/16/2016	2016 Ford SUV Interceptor Patrol Rig					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	03/16/2016	Anchorage	CV	145620	Clint VanNoy	
Quantity	Item#	Description			Price	Total
4 EACH	SOELUC2S01OW	*Universal Hide-a-Way LED Crnr LED			\$75.00	\$300.00
1 EACH	PE3892L6	*MASTERCOM 100W FULL FEATURE SIREN FULLFEATURE 100W SIREN ,PLUS NEW STYLE W/ Plug In Mic & Mic Jack			\$420.00	\$420.00
1 EACH	FDES100	*New DynaMax Speaker 100W Compact			\$185.00	\$185.00
1 EACH	FDESB-U	Universal Bail Bracket, all vehicles			\$20.00	\$20.00
2 EACH	SOEGHST1J	*Ghost Light, 6 LED's, Red & Blue model This is the Ghost Light from Sound Off Signal. This particular part number has 6 LED's and is a split color model. 3 are red and 3 are blue. For the Grill Area			\$125.00	\$250.00
1 EACH	ST514	Window Barriers F/ SUV			\$195.00	\$195.00
1 EACH	STGK11191B1SSVSCA	Dual T-Rail Gun Rack Blac-Rac & Sm Lock Sm Gun ock F/ Shot Gun and Blac-Rac F/ the AR			\$715.00	\$715.00
1 EACH	JD425-6193	Ford P.I. SUV Console. 2012+ Law enforcement equipment console designed to mount 16 inches of radio and communications equipment in 2013+ Ford PI Utility public safety vehicles.			\$405.00	\$405.00
1 EACH	JD425-3704	ABS Dual drop in cup holder			\$55.00	\$55.00
1 EACH	JD425-6411	Adjustable Arm Rest, mounts to F.P.			\$75.00	\$75.00
1 EACH	SOEL3D08A00J	*Ultralite 8 Module Exterior Red/Blue RearWindow			\$395.00	\$395.00
1 HOUR	LABOR	Install Shop Labor Installation of the above items as per KPD Spec. Customer supplied radio, and video system.			\$1,995.00	\$1,995.00
1 EACH	INSS	Shop Supplies This charge covers wire terminals, fuse box, hardware, ect... Co-ax for supplied Radio			\$200.00	\$200.00

Alaska Safety, Inc.

Quotation# 028494

4725 Gambell Street
Anchorage, AK 99503
Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID 00001507	Contact Lt. DJ Clumpner	
Customer PO None	Telephone (907) 486-8000	Facsimile (907) 486-8600

Bill To:

City of Kodiak - Police
Accounts Payable
2160 Mill Bay Road
Kodiak, AK 99615

Ship To:

City of Kodiak - Police
Kodiak Police Dept.
2160 Mill Bay Road
Kodiak, AK 99615

Special Order Drop Ship

Quote Date	Comments	Special Instructions				Terms
03/16/2016	2016 Ford SUV Interceptor Patrol Rig					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	03/16/2016	Anchorage	CV	145620	Clint VanNoy	
Quantity	Item#	Description			Price	Total
1 EACH	HSPKG-PSM-253	Comp Pass side Mt Sys Prem 11-12 Explor Premium PKG-PSM includes a vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm			\$595.00	\$595.00
1 EACH	HSDS-PAN-112	Dockign Station for CF31 w.pwr suply. Toughbook Certified docking station for Panasonic Toughbook CF-30 and CF-31 laptops with power supply.Includes Lind power supply with customized cord length and connector tip strain relieved to prevent damage and accidental disconnects.Full port replication and integrated strain relieving provide simple, safe, and secure connectivity to essential peripherals.			\$995.00	\$995.00
1 EACH	HSC-PM-101	Printer Mount, Basic Unit, No Arm Rest			\$100.00	\$100.00
1 EACH	INPJ623	Brother Pocker Jet Printer The Brother PocketJet 6 Plus mobile printers feature high-quality, 300 dpi printing for applications that require the best output for fine text and graphics. The PocketJet 6 Plus comes with integrated USB 2.0 and IrDA interfaces, and an optional Bluetooth technology interface is available. THIS PRICE INCLUDES LB3602(USB CABLE) & LB3692 (14FT ADAPTER)			\$420.00	\$420.00
1 EACH	STPB400UFDSUVINT	PB400 Pushbumper, SUV, Ford, Intercep			\$325.00	\$325.00
1 EACH	STPK1129ITU12SCA	10 VS Partition, XL for Police SUV			\$730.00	\$730.00
1 EACH	ADSUVIC1311	Prisoner Seat and Partition, Explorer Includes seat belt kit that will buckle on the outside, and 1/2 cage for behind prisoners.			\$1,295.00	\$1,295.00
1 EACH	PE21TR52A3-RB	*21 TR Series Lightbar Custom Red/Blue			\$1,100.00	\$1,100.00
1 HOUR	LABOR	Install Shop Labor Install customer supplied decal set.			\$495.00	\$495.00

Alaska Safety, Inc.

4725 Gambell Street
 Anchorage, AK 99503
 Phone: (907) 561-5661 Fax: (907) 561-8484

Quotation# 028494

Account ID 00001507	Contact Lt. DJ Clumpner	
Customer PO None	Telephone (907) 486-8000	Facsimile (907) 486-8600

Bill To:

Ship To:

City of Kodiak - Police
 Accounts Payable
 2160 Mill Bay Road
 Kodiak, AK 99615

City of Kodiak - Police
 Kodiak Police Dept.
 2160 Mill Bay Road
 Kodiak, AK 99615

Special Order Drop Ship

Quote Date 03/16/2016	Comments 2016 Ford SUV Interceptor Patrol Rig		Special Instructions			Terms NET 30
Ship Via WC	Date Required 03/16/2016	FOB Anchorage	Prepared By CV	Order# 145620	Salesperson Clint VanNoy	
Quantity	Item#	Description			Price	Total

Comments

This quotation is good for 30 days from the date listed above. Thank you for the opportunity!

Sub Total	\$11,265.00
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$11,265.00
Deposit	\$0.00
Balance	\$11,265.00

Approved By: _____ Date _____

Alaska Safety, Inc.

Quotation# **030088**

4725 Gambell Street
Anchorage, AK 99503
Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID 00001507	Contact Lt. DJ Clumpner	
Customer PO None	Telephone (907) 486-8000	Facsimile (907) 486-8600

Bill To:

Ship To:

City of Kodiak - Police
Accounts Payable
2160 Mill Bay Road
Kodiak, AK 99615

City of Kodiak - Police
Kodiak Police Dept.
2160 Mill Bay Road
Kodiak, AK 99615

Special Order Drop Ship

Quote Date	Comments		Special Instructions			Terms
09/22/2016	2016 Ford SUV Interceptor. K-9 rig					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	09/22/2016	Anchorage	CV	145620	Clint VanNoy	
Quantity	Item#	Description			Price	Total
4 EACH	SOELUC2S01OW	*Universal Hide-a-Way LED Crnr LED			\$75.00	\$300.00
1 EACH	PE3892L6	*MASTERCOM 100W FULL FEATURE SIREN FULLFEATURE 100W SIREN ,PLUS NEW STYLE W/ Plug In Mic & Mic Jack			\$420.00	\$420.00
1 EACH	FDES100	*New DynaMax Speaker 100W Compact			\$185.00	\$185.00
1 EACH	FDESB-U	Universal Bail Bracket, all vehicles			\$20.00	\$20.00
2 EACH	SOEGHST1J	*Ghost Light, 6 LED's, Red & Blue model This is the Ghost Light from Sound Off Signal. This particular part number has 6 LED's and is a split color model. 3 are red and 3 are blue. For the Grill Area			\$125.00	\$250.00
1 EACH	ST514	Window Barriers F/ SUV			\$195.00	\$195.00
1 EACH	STGK11191B1SSVSCA	Dual T-Rail Gun Rack Blac-Rac & Sm Lock Sm Gun ock F/ Shot Gun and Blac-Rac F/ the AR			\$715.00	\$715.00
1 EACH	JD425-6193	Ford P.I. SUV Console. 2012+ Law enforcement equipment console designed to mount 16 inches of radio and communications equipment in 2013+ Ford PI Utility public safety vehicles.			\$405.00	\$405.00
1 EACH	JD425-3704	ABS Dual drop in cup holder			\$55.00	\$55.00
1 EACH	JD425-6411	Adjustable Arm Rest, mounts to F.P.			\$75.00	\$75.00
1 EACH	SOEL3D08A00J	*Ultralite 8 Module Exterior Red/Blue RearWindow			\$395.00	\$395.00
1 HOUR	LABOR	Install Shop Labor Installation of the above items as per KPD Spec. Customer supplied radio, and video system.			\$1,995.00	\$1,995.00
1 EACH	INSS	Shop Supplies This charge covers wire terminals,fuse box,hardware, ect... Co-ax for supplied Radio			\$200.00	\$200.00

Alaska Safety, Inc.

Quotation# **030088**

4725 Gambell Street
 Anchorage, AK 99503
 Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID 00001507	Contact Lt. DJ Clumpner	
Customer PO None	Telephone (907) 486-8000	Facsimile (907) 486-8600

Bill To:

Ship To:

City of Kodiak - Police
 Accounts Payable
 2160 Mill Bay Road
 Kodiak, AK 99615

City of Kodiak - Police
 Kodiak Police Dept.
 2160 Mill Bay Road
 Kodiak, AK 99615

Special Order Drop Ship

Quote Date	Comments		Special Instructions			Terms
09/22/2016	2016 Ford SUV Interceptor. K-9 rig					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	09/22/2016	Anchorage	CV	145620	Clint VanNoy	
Quantity	Item#	Description			Price	Total
1 EACH	HSPKG-PSM-253	Comp Pass side Mt Sys Prem 11-12 Explor Premium PKG-PSM includes a vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm			\$595.00	\$595.00
1 EACH	HSDS-PAN-112	Dockign Station for CF31 w.pwr suply. Toughbook Certified docking station for Panasonic Toughbook CF-30 and CF-31 laptops with power supply.Includes Lind power supply with customized cord length and connector tip strain relieved to prevent damage and accidental disconnects.Full port replication and integrated strain relieving provide simple, safe, and secure connectivity to essential peripherals.			\$995.00	\$995.00
1 EACH	HSC-PM-101	Printer Mount, Basic Unit, No Arm Rest			\$100.00	\$100.00
1 EACH	INPJ623	Brother Pocker Jet Printer The Brother PocketJet 6 Plus mobile printers feature high-quality, 300 dpi printing for applications that require the best output for fine text and graphics. The PocketJet 6 Plus comes with integrated USB 2.0 and IrDA interfaces, and an optional Bluetooth technology interface is available. THIS PRICE INCLUDES LB3602(USB CABLE) & LB3692 (14FT ADAPTER)			\$420.00	\$420.00
1 EACH	STPB400UFDSUVINT	PB400 Pushbumper, SUV, Ford, Intercep			\$325.00	\$325.00
1 HOUR	LABOR	Install Shop Labor Install customer supplied decal set, and a customer supplied Lightbar.			\$495.00	\$495.00
1 EACH	STCK0658ITU12	K-9 Kit. 2/3 K9,1/3 Prisoner.Ford SUV K9 2/3 Containment, 1/3 Prisoner Containment Unit For use with Recessed Panel Front Partition and 12VS rear partition sold separately. Fits 2012-2016 Ford Police SUV.			\$1,600.00	\$1,600.00

Alaska Safety, Inc.

Quotation# 030088

4725 Gambell Street
 Anchorage, AK 99503
 Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID 00001507	Contact Lt. DJ Clumpner	
Customer PO None	Telephone (907) 486-8000	Facsimile (907) 486-8600

Bill To:

Ship To:

City of Kodiak - Police
 Accounts Payable
 2160 Mill Bay Road
 Kodiak, AK 99615

City of Kodiak - Police
 Kodiak Police Dept.
 2160 Mill Bay Road
 Kodiak, AK 99615

Special Order Drop Ship

Quote Date 09/22/2016	Comments 2016 Ford SUV Interceptor. K-9 rig			Special Instructions		Terms NET 30
Ship Via WC	Date Required 09/22/2016	FOB Anchorage	Prepared By CV	Order# 145620	Salesperson Clint VanNoy	
Quantity	Item#	Description			Price	Total
1 EACH	ST12-VSFDSUVINT	Rear Compartment Partition FD SUV Does Not Include Seat!			\$375.00	\$375.00
1 EACH	ST10-VS-RPFDSUVINT	Recessed Panel Partition HSW FD SUV INT For use with single prisoner transport K-9 kit.			\$730.00	\$730.00

Comments
 This quotation is good for 30 days from the date listed above. Thank you for the opportunity!

Sub Total	\$10,845.00
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$10,845.00
Deposit	\$0.00
Balance	\$10,845.00

Approved By: _____ Date _____

(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimee Kniazowski, City Manager
Thru: Mike Tvenge, Deputy City Manager and Lon White, Harbormaster
Date: October 13, 2016

Agenda Item: V. h. **Authorization of the First Amendment to Professional Services Contract With Windward Project Solutions LLC for Design-Build Development for the Channel Transient Float Replacement Project No. 8525**

SUMMARY: This memo recommends Council authorize the first amendment to the professional services contract with Windward Project Solutions (WSP) to provide additional administrative services for the Channel Transient Float (CTF) Replacement Project, in an amount not-to-exceed \$8,500.

PREVIOUS ACTION:

- On December 22, 2015, City Manager authorized a professional services contract with Windward Project Solutions Inc. for \$14,800 to prepare the Request for Proposal (RFP) documents that will be used to solicit the CTF project.

DISCUSSION: In December 2015, WPS was contracted to prepare the RFP for the CTF replacement project. The project is being solicited as a design-built project. On September 16, 2016, the RFP was advertised publicly. Moving forward, the RFP process involves communications with potential bidders, pre-proposal conference and preparation of addendums as needed. WSP will assist in this process and generate guidelines for compliant evaluation of proposals received. Proposals are due on October 27, 2016. Staff's recommendations to award the project are anticipated to be brought to Council in November or early December.

ALTERNATIVES:

- 1) Council may authorize the revised scope of work for an amount not-to-exceed \$8,500. This will allow the RFP process to move forward, and this is staff's recommendation.
- 2) Council may delay or not authorize the revised scope of work. This may delay the RFP process and ultimately the CTF project. This is not recommended.

FINANCIAL IMPLICATIONS: Funds are available in the Harbor Enterprise Fund for the CTF Replacement, Capital Project No. 8525.

STAFF RECOMMENDATION: Staff recommends Council authorize the first amendment to the professional service contract with Windward Project Solutions for continued administrative support for the Channel Transient Float Replacement Project in an amount not-to-exceed \$8,500.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: The City Engineer and Harbormaster request the additional services to assist with the administration of the RFP process. The original contract amount was within my spending authority, but this amendment will raise the total contract amount to a level requiring Council approval. This request is reasonable considering the additional work required, and I recommend Council approve the amendment.

ATTACHMENT:

Attachment A: Windward Project Solutions Proposal Letter (Dated 9-16-16)

Attachment B: 2015 Windward Project Solutions Proposal and Purchase Order

PROPOSED MOTION:

Move to authorize first amendment to the Professional Service Contract with Windard Project Solutions, in an amount not-to-exceed \$8,500 with funds from the Harbor Enterprise Fund, Capital Project No. 8525 and authorize the City Manager to execute the documents on behalf of the City.

PROPOSAL



PROPOSAL FOR PROFESSIONAL SERVICES

DATE: September 16, 2016

CLIENT: Lon White, Harbormaster
City of Kodiak
403 Marine Way, Kodiak, AK 99615

PROJECT: Channel Transient Float (PO# 2017-0000071)

SERVICES: Design/Build Professional Services

As requested, the purpose of this proposal is to provide the City with an option for continuation of professional services by WPS on the above referenced purchase order, on an as-needed basis. These proposed professional services are currently outside the scope of WPS's existing professional services agreement.

PROPOSED SCOPE OF SERVICES:

WPS proposes to provide professional services (Administration Services) as necessary to assist the City with the Design/Build Request for Proposals, along with overall coordination and administration services.

- Proposal Evaluation Procedures: generate guidelines and forms for City review committee to ensure consistent, compliant evaluation of proposals.
Estimate: 12 – 20 hours
- Pre-Proposal Conference: initiate conference call, develop meeting agenda, facilitate meeting, and prepare meeting minutes. Option for travel to Kodiak to assist in person.
Estimate: 8 – 16 hours
- Addenda & Questions: assist with addressing Proposer questions and generate addenda.
Estimate: 12 – 30 hours
- Coordination: support City staff with coordinating final contract terms and conditions, budget development, and general project correspondence.
Estimate: 16 – 40 hours

PROPOSAL



TIME & MATERIAL BASIS FOR PROPOSED SCOPE OF WORK:

Fees:

Design-Build Coordinator, Amanda Wilson	\$135.00/ hour
Travel/ Expenses:	actual costs plus 8% mark-up
<u>Recommended Budget, Not to Exceed:</u>	\$8,500.00

PURCHASE ORDER SUMMARY:

Existing Purchase Order	Original: \$14,800.00	Actual Billed (Final):	\$12,500.00
Additional Services		Recommended	\$ 8,500.00
	Revised Total Purchase Order:		\$21,000.00

TERMS:

- Availability and rates are valid through December, 31st 2018.
- WPS recognizes the above scope of services is on a time and material basis, as directed by the City; acceptance of this proposal is no guarantee of Work.
- No minimum hourly charges apply to the above rates.

PROPOSAL



PROPOSAL FOR PROFESSIONAL SERVICES

DATE: November 12, 2015

CLIENT: Lon White, Harbormaster | City of Kodiak
403 Marine Way, Kodiak, Alaska 99615

PROJECT: Channel Transient Float Replacement

SERVICES: Design/Build Professional Services – RFP Development

INTRODUCTION:

Windward Project Solutions, LLC (WPS) is pleased to provide the City of Kodiak (City) with the following proposal for professional services which may become necessary should the City elect to proceed with delivering the Channel Transient Float replacement project by way of a Request for Proposals (RFP) and design-build (D/B) contracting method.

WPS is an Alaskan small business specializing in contract management in the heavy civil and maritime sectors. As comparable with most emerging businesses, the experience and capabilities of the firm is primarily based on the owner's work history and expertise which is particularly applicable to design-build contract delivery. The firm is a certified Disadvantage Business Enterprise (DBE # 9900716), insured, and licensed in Alaska with an extensive base of industry resources and remote project experience.

REPRESENTATIVE EXPERIENCE:

Amanda M. Wilson, owner of WPS, is uniquely qualified to assist the City with implementing design-build project delivery. As the design-builder on five large-scale heavy civil projects, she has served in a leadership role at every project phase, including design development through to completion of construction and project close out. Prior to founding WPS, she worked directly for contractors as a Project Manager, responsible for overseeing construction operations and contract compliance on nearly a dozen publicly-funded projects.

Amanda adds value by developing cost-conscious, practical solutions based on past lessons learned and her knowledge of best practices in D/B. She has worked on projects ranging in scale from \$1M to nearly \$2B and has established a positive reputation for managing competing priorities and collaborating with a variety of stakeholders. With a B.S. in Construction Management, over ten years in the industry, and a proven record for exceeding expectations, Amanda is well positioned to serve a role rooted in representing the City's best interests.

PROPOSAL



PROPOSED SCOPE OF SERVICES:

WPS proposes to provide professional services necessary to assist the City of Kodiak with developing the Design/Build Request for Proposals. Professional services are anticipated to generally include project initiation, coordination, preliminary analysis, preliminary planning, and project administration, as required to provide the following tasks and deliverables:

- RFP/ Criteria – Scoping Meeting: engage City stakeholders to obtain and define project expectations and establish a baseline for RFP content, contractor selection criteria, and project (float) priorities
- Preliminary Planning: including records/data research, conceptual plan sheet(s), estimated quantities, design and performance criteria, and list of applicable standards and specifications
- Draft Design/Build Request for Proposal: develop and provide a draft deliverable for review and comment by City – to include project scope, preliminary plan(s), deliverables, and selection criteria for the RFP
- Final Design/Build Request for Proposal: provide final, complete deliverable incorporating review comments, for the purpose of soliciting Design-Build proposals

The total value of the above referenced project is assumed to be in the range of \$3 million. The described professional services are proposed in alignment with a design-build project of this general scale and are intended to fulfill minimum requirements of an RFP, based on standard industry practices. Given the most recent discussions with the City, this proposal assumes the final RFP deliverable will rely on existing data and therefore, the following services are excluded from this proposal: geotechnical investigations, environmental, permitting, public involvement, and legal services.

FEES FOR PROPOSED SCOPE OF WORK:

Project Coordinator: WPS to be compensated at a total lump sum fee for the described professional services, as required to provide the listed tasks and deliverables, excluding travel expenses, and in accordance with the terms stated herein. In lieu of a lump sum fee, an hourly rate of \$110.00 applies to this proposal which includes all overhead, profit, and is not subject to overtime premiums.

WPS Lump-Sum Fee: \$12,500.00

Travel Expenses: WPS to be reimbursed for all actual costs incurred associated with airfare, lodging, and transportation when such expenses are required to perform short-term services in Kodiak. All reimbursable expenses are subject to an 8% administration fee. Estimated total travel expense includes (2) trips to Kodiak.

Estimated Total Travel Expense: \$ 2,300.00

PROPOSAL



OPTIONAL SERVICES:

Procurement Services/ Liaison: serve as the primary point of contact during RFP solicitation phase, provide project presentation and lead a pre-bid meeting, assist with answering proposer questions, and provide guidance on RFP compliance and scoring procedures. Pricing and terms negotiable, based upon final scope of work.

Project/Construction Support Services: Subject to availability, serve as the City's representative, assisting with the management and administration of the DB contract. Pricing and terms negotiable, based upon final scope of work.

TERMS:

- a) All responsibilities required of WPS to be performed by Amanda Wilson, unless otherwise mutually agreed upon.
- b) Availability and rates are valid through July 15th, 2016.
- c) The contents of this proposal are confidential and contingent upon a mutually agreeable, executed agreement, prior to commencement of any services.
- d) An insurance certification detailing coverage included in the provided fee is available upon request; additional insurance/endorsements may be subject to an increase in costs. WPS requires all sub-consultants to carry insurance with equal or excess coverage and limits.
- e) WPS does not directly employ licensed engineers, contractors, surveyors, or attorneys and such services are excluded from the lump sum fee.

Thank you for the consideration.

Ship To

Harbor Department
403 Marine Way
Kodiak, AK 99615

Bill To

City of Kodiak
P.O. Box 1397
Kodiak, AK 99615

Purchase Order
No. 2016-00000108

DATE 12/22/2015

VENDOR 3776 - Windward Project Solutions, LLC

Contact

Windward Project Solutions, LLC
PO BOX 1269
Dillingham, AK 99576



PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE


DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Jimmie Wilson

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Eng & Inspec - Capitalize - RFP document for design/build bids for CTF replacement	14,800.0000	\$14,800.00
			TOTAL DUE	\$14,800.00

Special Instructions

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager
Thru: Mike Tvenge, Deputy City Manager 
Date: October 13, 2016

Agenda Item: V. i. **Amendment of the Previously Adopted Motion at the September 22, 2016, Regular Meeting to Cancel Certain October, November, and December Regular Meetings and Schedule Special Meetings**

SUMMARY: Some of the regularly scheduled Council meetings for October, November and December were cancelled to reflect the holidays and elected official and staff travel schedules at the September 22, 2016, regular meeting. After the September 22, 2016, regular meeting, the City Attorney notified the City Manager there were schedule changes to the refunding bond signing dates in Seattle, which include travel and attendance from the Mayor, City Manager, Finance Director, and City Clerk during the week first week of November. This schedule alters the need to cancel the regular meeting of November 10 and hold a special meeting on November 3. This schedule change requires an amendment to the previously adopted motion to cancel regular and special meetings that were made at the September 22, 2016, regular meeting. Staff recommends Council amend the adopted motion to reestablish the November 10 regular meeting and cancel the November 3, 2016, special meeting.

PREVIOUS COUNCIL ACTION: The City Council cancels regular meetings and schedules special meetings from time to time due to travel and other scheduling conflicts.

LEGAL: Kodiak City Code identifies regular meetings are held on the second and fourth Thursdays of each month. If a regular meeting must be cancelled, a special meeting may be scheduled. The attendance requirements do not apply to special meetings.

Clerk's Note: The following motion was adopted at the September 22 regular meeting: move to cancel the October 27, November 10, November 24, and December 22, 2016, regular meetings and schedule a special meeting for November 3, 2016, and authorize the City Manager to schedule additional special meetings if needed.

PROPOSED MOTION:

Move to amend the previously adopted motion at the September 22, 2016, regular meeting by striking the November 3, 2016, special meeting and inserting the November 10, 2016, regular meeting.

(This page left intentionally blank.)

DRAFT
MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Debra Marlar, City Clerk *DM*
Date: October 13, 2016

Agenda Item: V. j. Certification of Election

SUMMARY: The City of Kodiak held a regular election October 4, 2016, and voters cast ballots for the two three-year City Council positions and voted on Proposition No. 1 Providing for Collective Bargaining for the Employees of the City of Kodiak. The Canvass Board met October 12, 2016, to tally the votes of the admissible questioned and absentee ballots, together with votes counted on election night. The final results of the October 4, 2016, Municipal City election were:

City Council—Two Three-Year Terms

Charles Davidson

John Whiddon

Write-Ins

Proposition No. 1

Yes

No.....

Of the 3,598 registered City voters, ____ cast eligible City ballots, for a ____ % voter turnout, which is ____ % higher/lower than last year.

NOTES/ATTACHMENTS:

- Attachment A: Certificate of Election
- Attachment B: Canvass Report of Final Results

PROPOSED MOTION:

Move to certify the results of the October 4, 2016, regular election and declare Charles Davidson and John Whiddon elected to the City Council for three-year terms and that Proposition No 1 passed/failed.

DRAFT
CITY OF KODIAK, ALASKA
2016 Municipal Election
Certificate of Election

WE, the undersigned MAYOR and CITY CLERK of the City of Kodiak, Alaska, do hereby certify that the Council of the City of Kodiak, Alaska, in accordance with KCC 2.28.015, have received the report of the Canvass Board for the 2016 Municipal Election, held on the 4th day of October 2016 and have determined that the election was validly held and have certified the following results:

Councilmember, two three-year terms

Number of votes cast:

Candidates **Votes Received**

Charles Davidson

John Whiddon

Write-ins

Proposition No. 1 Providing for Collective Bargaining for Employees of the City of Kodiak

Number of votes cast:

Yes

No

By the authority vested in us by the laws of the State of Alaska and the Charter and Code of the City of Kodiak, Alaska, we do hereby affix our hand and seal.

MAYOR

CITY CLERK

DATED this 13th day of October 2016.

DRAFT
October 4, 2016, Regular Election
Preliminary Results

(Harbor) (Teen) Admissible
32/820 32/825 Questioned Total Percent

REGISTERED VOTERS/BALLOTS CAST

REGISTERED VOTERS	1,827	1,771		3,598	
BALLOTS CAST	377	391		768	

VOTES CAST

City Council, Two Three-Year Terms

Charles Davidson	261	301			
John Whiddon	260	234			
Write-ins	14	28			
Total					

Proposition No. 1 Providing for Collective Bargaining for the Employees for the City of Kodiak

Yes	159	210			
No	193	160			

We, the undersigned Canvass Board for the 2016 City of Kodiak Municipal Election held October 4, 2016, hereby certify that the above is a true and correct statement of election results.

Dated this 12th day of October 2016.

Deborah Clifford-Tvenge

Renee Darrenkamp

Gabriel Saravia

Pat Szabo

OATH OF OFFICE

MEMORANDUM TO COUNCIL

Date: October 13, 2016

Agenda Item: X. Oath of Office

SUMMARY: KCC 2.28.080 requires elected officials to take and subscribe to the Oath of Office. The City Clerk will now administer the Oath of Office to the City's re-elected officials.

ATTACHMENT:

Attachment A: Oath of Office

CITY OF KODIAK, ALASKA

Oath of Office

October 13, 2016

I, _____, do solemnly affirm that I will support the Constitution and laws of the United States, the laws of the State of Alaska, the ordinances of the City of Kodiak, and that I will faithfully and honestly perform the duties of _____, so help me God.

CITY OF KODIAK

Elected Official's Signature

ATTEST:

Debra L. Marlar, City Clerk