

City of Kodiak Regular Council Meeting Agenda for June 22, 2017
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 June 8, 2017, Regular Council Meeting and June 9, 2017, Special Council Meeting.....	1
III. Persons to Be Heard	
a. Public Hearing, Resolution No. 2017–17, Amending Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs	10
b. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
None	
V. New Business	
a. Resolution No. 2017–17, Amending Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs.....	18
b. Resolution No. 2017–18, Authorizing the Issuance of a Permit to the American Legion Post 17 for Use of Public Property in Conjunction With Fourth of July Celebrations.....	26
c. Resolution No. 2017–19, Authorizing the Issuance of a Permit to the Kodiak Football League for its Football Camp Fundraiser and to Collect Admission Fees and Sell Concessions at Baranof Park	32
d. Authorization of Animal Control Contract With the Kodiak Island Borough.....	38
e. Authorization of Bid Award for FY2018 Petroleum Products	48
f. Authorization of Bid Award for FY2018 Sodium Chloride	54
g. Authorization of Bid Award of Kodiak Wastewater Treatment Plant Centrifuge Installation, Project No. 17-03/7519	60
h. Authorization of Professional Services Contract for Upper Bettinger Dam Seismic Stability Analysis, Project No. 18-01/7042	64
i. Authorization of Amendment No. 1 to the Professional Services Contract for Wastewater Treatment Plant Centrifuge Installation Construction Phase Engineering Services, Project No. 17-03/7519	74
VI. Staff Reports	
a. City Manager	
b. City Clerk	
VII. Mayor’s Comments	
VIII. Council Comments	
IX. Audience Comments (limited to 3 minutes) (486-3231)	
X. Adjournment	

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**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, JUNE 8, 2017
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Laura B. Arboleda, Charles E. Davidson, Richard H. Walker and John B. Whiddon were present and constituted a quorum. Councilmembers Randall C. Bishop and Gabriel T. Saravia were absent. City Manager Mike Tvenge, City Clerk Debra Marlar, and Deputy Clerk Michelle Shuravloff-Nelson 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 May 25, 2017, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Presentation of GFOA Award to the Finance Department

The Government Finance Officers Association (GFOA) notified the City that the Finance Department received a Certificate of Achievement for Excellence in financial reporting for the City's FY2016 comprehensive annual financial report (CAFR). The award of this certificate represents one of the highest levels of achievement in governmental financial reporting for the Department and City.

Finance Director Kelly Mayes accepted the award for the Finance Department. She highlighted the seven staff within the Finance Department and provided a brief overview of some of the roles and responsibilities. She thanked the staff for their service and dedication.

b. Proclamation: Filipino American Heritage Month

Councilmember Arboleda read the proclamation, which recognizes Filipino Americans for their vital contributions to our community and urges citizens to participate in festivities celebrating the rich heritage and traditions of the Philippine Islands.

Mary Guiles Hawver accepted the on behalf of the Fil-Am Association. She said June 12, 2017, is the 119th anniversary of Philippines' independence. She said there are cultural festivities on June 17, 2017. She thanked the Council and stated they are very proud to be part of the Kodiak community.

c. Public Comments

Lawrence Anderson, Vice President of Senior Citizens of Kodiak Inc. provided a quarterly report, which included updates on meal service and home meal delivery, Medicare education, and Lifeline services. He said a survey was recently administered to senior citizens, and a common response from seniors was that the services they receive help them live independently. He thanked the Council for its grants and the community for their donations.

Sharon Blakeslee, telephonically, said she supports the crane in the FY2018 budget. She said her husband is out of town and she is calling on his behalf.

Leonard Carpenter, telephonically, said he is an owner of a small vessel and he supports the crane at the harbor.

Ryan Dunlap, telephonically, said he supports the crane in the harbor budget. He said it can bring economic benefits to the community.

George Rieth thanked the Council for their work, and he commented on the budget process and stated the Council has some hard work ahead of them. He recommended a change in financial direction to occur for sustainability.

Darius Kasprzak said he is President of the Alaska Jig Association and he supports the crane in the FY2018 harbor budget. He said the Harbormaster and Port and Harbors Advisory Board have been working well to support the harbor users, and he thanked the Council for their support.

Bob Bowhac said he supports the harbor facilities and looks forward to the shower and bathroom completion in Fisherman's Hall in the near future. He said he supports the crane and the Kodiak Salmon Work Group, which will help fisherman better manage their resources.

IV. UNFINISHED BUSINESS**a. Second Reading and Public Hearing, Ordinance No. 1363, Levying Taxes and Appropriating Funds for the Expenses and Liabilities of the City of Kodiak for the Fiscal Year Commencing on the First Day of July 2017 and Ending on the Thirtieth Day of June 2018**

Mayor Branson read Ordinance No. 1363 by title. Ordinance No. 1363 provides for the adoption of the City of Kodiak's FY2018 budget. The budget document, which supports the ordinance, estimates all sources of revenue the City anticipates receiving between July 1, 2017, and June 30, 2018. The budget document also establishes an operating and capital expenditure plan for FY2018, which is based on staff's assessment of operational and community needs and the Council's FY2018 budget goals. Staff made the FY2018 budget presentation to Council and the public during a special budget work session on May 6, 2017.

Councilmember Walker MOVED to adopt Ordinance No. 1363.

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

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

V. NEW BUSINESS

a. Resolution No. 2017–16, Authorizing the Issuance of a Permit to the High School Tennis Team for the Use of Public Property for Its Tennis Clinic Fundraiser

Mayor Branson read Resolution No. 2017–16 by title. The high school tennis coach, Steve Johnston, requested the use of Baranof Park tennis courts to run tennis clinics and lessons as a fundraiser from June 8 through October 31. The purpose is to promote the sport and use of the courts while raising money for the high school tennis team, which is completely self-funded. The team raises money to cover the cost of travel and other costs associated with tennis.

Councilmember Arboleda MOVED to adopt Resolution No. 2017–16.

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

b. Authorization of Service Agreement With Johnson Controls, Inc., for Annual Inspection and Preventative Maintenance of the Kodiak Police Station Building Control Systems

This authorization would award a multi-year service agreement to Johnson Controls, Inc. to provide preventative maintenance and correction of minor deficiencies encountered during routine inspections of the fire, security, and mechanical systems utilized within the Kodiak Police Station. The amounts are as follows: \$35,768 for FY2018; \$37,199 for FY2019; and \$38,687 for FY2020.

Councilmember Davidson MOVED to authorize the three-year service agreement with Johnson Controls, Inc. in the amount of \$111,654 for annual inspection and preventative maintenance of the Kodiak Police Station building control systems, with first-year funds in the amount of \$35,768, coming from FY2018 General Fund, Police Administration, Professional Services account.

Councilmember Davidson MOVED to postpone the vote to a future meeting to be determined by the City Manager.

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

c. Authorization of the Financial Contributions for Salmon Work Group

The Kodiak Salmon Work Group (KSWG) has been re-established to address the present salmon allocation crisis. The group provided a presentation to the City Council and Borough Assembly at a Joint work session on April 19, 2017. The KSWG requested \$15,000 from each governing body for FY2017 and FY2018.

Councilmember Walker MOVED to authorize a payment to the Kodiak Salmon Work Group of \$15,000 for FY2017 from the Economic Development line item.

Councilmember Whiddon MOVED to amend the motion to insert at the end of the main motion “and request a detailed financial report of how funds are expended.”

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

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

d. Authorization to Cancel the July 27 and August 24, 2017, Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed

The regularly scheduled Council meetings for July and August may be cancelled to reflect the summer meeting schedule. Elected officials and staff will attend the summer Alaska Municipal League conference August 15 through August 18. Staff discussed the meeting schedule with the Council at the May 23 work session, and Council recommended cancelling the July 27 and August 24, 2017, regular meetings and scheduling a special meeting if needed.

Councilmember Davidson MOVED to cancel the July 27 and August 24, 2017, regular meetings and authorize the City Manager to schedule a special meeting if needed.

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

e. Authorization of the Delta Medical Transport Agreement

The City operates a medical treatment and transport (ambulance) service via the City of Kodiak Fire Department. Due to recent staff turnover in the Fire Department, the City is requesting temporary outsourcing of ambulance transportation services to Delta Medical Transport, LLC, which is the only ALS ground provider in the State.

Councilmember Davidson MOVED to authorize Medical Services Agreement No. 231942 with Delta Medical Transport, LLC in the amount of \$189,275 from the Fire Department budget and authorize the City Manager to execute the agreement on behalf of the City.

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

VI. STAFF REPORTS

a. City Manager

Manager Tvenge said he did not have a report, although his office has been very busy.

b. City Clerk

City Clerk Marljar informed the public of June scheduled Council meetings.

VII. MAYOR'S COMMENTS

Mayor Branson congratulated Finance Director Kelly Mayes and staff for the GFOA award. She said that Senator Dan Sullivan will be in town this weekend to explore the needs of the community. She made a few comments on the FY2018 budget and affirmed there have been 19 scenarios proposed by staff to address the budget deficit. She said although she is not a voting member of the Council, she supports keeping the senior exemption program the same; she emphasized the State has already taken away the longevity program. She said many seniors turning the age of 65 look forward to the exemption, and it enhances the quality of life. She said the sales cap needs to be raised based on information provided by the Finance Director and suggested leaving the rental tax the same. She suggested the two percent discount for early sales tax filing be eliminated. She suggested a City tobacco tax. She said cutting existing services can be reviewed and more is already being done with less. She expressed that the fund balance gap can be closed with these and other scenarios. She said the balancing of a budget is a complicated process and stated as a community, we are all in this together. She said a lazy way to amend the budget is simply make cuts. She noted the City Council is very transparent and looks for public input to adopt a sustainable budget while meeting public needs. She noted the State is running out of money as well.

VIII. COUNCIL COMMENTS

Councilmember Walker said they have been working on the budget for months; he said it is a balancing act to be fiscally responsible and to provide services. He encouraged the public to make comments about the budget and service delivery. He congratulated the Finance Department for the GFOA award.

Councilmember Davidson congratulated the Finance Director and staff on the FY2016 award. He thanked the firefighters for their service and the sacrifices they are making due to the staff shortage. He spoke about the reserve balance and commented the revenue will have to be increased for the City. He reminded citizens of the children in the streets and to drive safely.

Councilmember Arboleda congratulated the Finance Department and the City staff for their work. She said she supports a conservative approach on the budget.

Councilmember Whiddon recognized Finance Director Mayes and staff for doing a superb job. He thanked Fire Chief Mullican and Deputy Chief Dorner for keeping the firehouse intact and providing services. He said the Council is not finished with the budget, and the City can't sustain a \$2.3 million deficit. He requested, and the Council concurred, that the budget discussion continue at the July 11, 2017, work session to further discuss revenues, enhancements, and additional cuts.

IX. AUDIENCE COMMENTS

Library Director Baxter invited the public to the Library during the month of June, and she shared the level of attendance has increased at the facility. She thanked the community for supporting a recent scribble box activity for the youth.

Lawrence Anderson spoke against budget cuts; he said it hurts communities and individuals. He believes the Council will figure out a way to sustain the budget. He spoke in support of the Parks and Recreation services, especially for the youth. He spoke in favor of volunteers and stated the community can work together to solve the budgetary issues.

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:29 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

DRAFT

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD FRIDAY, JUNE 9, 2017
IN THE CITY CONFERENCE ROOM**

I. MEETING CALLED TO ORDER/ROLL CALL

Mayor Pat Branson called the meeting to order at 12:03 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Laura B. Arboleda was absent. City Manager Mike Tvenge and City Clerk Debra Marlar were also present.

II. PUBLIC COMMENTS

None

III. EXECUTIVE SESSION

a. Discussion of Strategies for Potential Collective Bargaining Agreements

Councilmember Davidson MOVED to enter into executive session pursuant to AS 44.62.310(c)(1) to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City, specifically the City's strategies for potential collective bargaining agreements.

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

The Council entered into executive session at 12:04 p.m.

Mayor Branson reconvened the special meeting at 1:15 p.m.

IV. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 1:16 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: June 22, 2017

Agenda Item: III. a. Public Hearing on Resolution No. 2017-17, Amending Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs

SUMMARY: The City sets its fees and charges for various services by a resolution of the Council. The Council has requested a public hearing prior to amending fees, which is scheduled as New Business item V. a, Resolution No. 2017-17, Amending Section 9, (Harbor and Shipyard), Section 10 (Laboratory), and Section 12 (Parks and Recreation) of the Schedule of Fees, Charges and Tariffs. The proposed fee changes are recommended to become effective July 1, 2017.

ATTACHMENTS:

Attachment A: Resolution No. 2017-17

**CITY OF KODIAK
RESOLUTION NUMBER 2017-17**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING
SECTIONS 9, 10, AND 12 OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS**

WHEREAS, at the February 18, 2017, regular meeting the Kodiak City Council approved its budget goals for FY2018, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, staff reviewed the Schedule of Fees and Charges, and it was decided to bring forth amendments to the City fees; and

WHEREAS, the suggested fee amendments herein reflect the City's cost to provide services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Sections 9, 10, and 12 of the City's Schedule of Fees, Charges, and Tariffs are hereby amended as follows:

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending Sections 9, 10, and 12 of the Schedules of Fees, Charges and Tariffs.

BE IT FURTHER RESOLVED that the changes to Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs herein shall be effective July 1, 2017.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees, Charges, and Tariffs.

Section 9 Harbor

A day is defined as a calendar day, midnight to midnight or portion thereof.

9.1	Disposal	
9.1.1	Drums, each 55 gallon	24.00
9.1.2	Containment boom, per foot, per day, plus labor	0.60
9.1.3	Sorbent pads and boom	cost + 10%
9.1.4	Petroleum products and bilge waste, per gallon	
9.1.4.1	Used oil	1.20
9.1.4.2	Oily bilge water, vessels under 400 gross tons	2.75
9.1.4.3	Oily bilge water, vessels over 400 gross tons	5.00
9.1.4.4	Testing and other necessary services	cost + 10%
9.2	Dry Storage	
	<i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>	
9.2.1	Daily, per square foot	0.04

Section 9 Harbor (continued)

9.2.2	Weekly, per square foot	0.14
9.2.3	Monthly, per square foot	0.47
9.2.4	Annual, per square foot.....	1.40
9.2.5	Impounded vessels: cost of labor, equipment, and storage	cost + 10%
9.3	Electric Service, temporary, per day	
9.3.1	120-volt single-phase or actual kWh cost, whichever is greater	18.00
9.3.2	208-volt single-phase or actual kWh cost, whichever is greater	41.50
9.3.3	208-volt three-phase or actual kWh cost, whichever is greater	47.50
9.3.4	Electric cord rental, per day	
	30-amp 120-volt twist lock cords	7.50
9.3.5	Electric plug rental, per day	
	30-amp twist lock GFI to 20-amp straight blade.....	6.00
	208 single phase to 30-amp twist lock	12.00
	208 three phase to 208 single phase	18.00
9.4	Tidal Grid, per foot, per tide	2.40
9.5	Services and equipment rental	
9.5.1	Backhoe/loader, with operator, per 1/2 hour	89.00
9.5.2	Fork Lift	
9.5.2.1	4-ton, with operator, per 1/2 hour	89.00
9.5.3	Labor and Materials	
9.5.3.1	City employees, straight time, per hour	77.00
9.5.3.2	City employees, overtime, per hour.....	107.00
9.5.3.3	Non-City labor and miscellaneous materials	cost + 10%
9.5.4	Pumps	
9.5.4.1	Dewatering, electric, per day	36.00
9.5.4.2	Dewatering, electric, per week	142.00
9.5.4.3	Dewatering, electric, per month.....	350.00
9.5.4.4	Dewatering gasoline, per day	60.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	12.00
9.5.5	Tanker, used oil, with operator, per hour	154.00
9.5.6	Vessel, with operator, per hour	122.00
9.6	Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)	
9.6.1	• Vessels 80' and under	1.80
9.6.2	• Vessels 81' and over	2.10
	• Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3.	
	• Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free <u>when scheduled in advance</u> . Dockage fees do not apply to the moorage ceiling.	
9.7	Moorage, exclusive, annual	
	• Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length: Length x rate per linear foot.	
	• Length = length of vessel, including all fixed protuberances or length of slip, whichever is greater.	
	• Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.	
	• 20% surcharge for vessels wider than 80% of the slip water space	
	• 50% surcharge for vessels wider than 100% of the slip water space	
9.7.1	0 to 20 feet	35.55
9.7.2	21 to 30 feet	35.55
9.7.3	31 to 40 feet	35.55

Section 9 Harbor (continued)		
9.7.4	41 to 60 feet	48.59
9.7.5	61 to 80 feet	72.29
9.7.6	81 to 100 feet	84.73
9.7.7	101 to 120 feet	97.17
9.7.8	121 to 150 feet	105.47
9.7.9	151 feet +	118.50
9.8	Moorage, open/daily	1/60 of the annual moorage rate
	<ul style="list-style-type: none"> • Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. • Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. • Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis. 	
9.9	Parking	
9.9.1	Trailers at designated long-term parking areas	
9.9.1.1	Daily	6.00
9.9.1.2	Monthly	89.00
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day	1.00
	<ul style="list-style-type: none"> • Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 	
9.10	Gravel ramp use at SHH and SPH	
9.10.1	Aircraft, per launch or retrieval	89.00
9.10.2	Vessels under 76 feet in length, per foot, per tide	1.20
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.80
9.10.4	Annual usage fee (must be paid in advance).....	2,370.00
9.11	Waiting list, per year	30.00
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)	
9.12.1	Daily	10.00
9.12.2	Annual	118.50
9.13	Administrative fees	
9.13.1	Slip transfer fee, per vessel	18.00
9.13.2	Account sent to collections	118.50
9.14	Vessel sewage disposal at Pier II per day (dockage charged separately)...	89.00
9.15	<u>Harbor Shower Fee, per time period</u>	6.00
9.16	Shipyard	
	<ul style="list-style-type: none"> • Payment, without pre-approved credit, is 50% of the estimated yard fees and is due before the lift; the remainder must be paid prior to launch. • Lifts taking more than four hours will be assessed extra labor and/or machine time. • Dry dockage is assessed the entire time the vessel remains in the yard. 	
9.16.1	Lift, Block, and Launch	
9.16.1.1	Vessels up to 80'	69.00/ft
9.16.1.2	81' to 100'	78.00/ft
9.16.1.3	101' to 120'	94.00/ft
9.16.1.4	121' to 150'	111.00/ft
9.16.1.5	151' and up	120.00/ft
9.16.2	After hours surcharge	+ 20% / ft
9.16.2.1	Nonstandard Lift (operator and lift)	1,500.00/hr
9.16.2.2	Travel strap set up	T,M&E ** + 15%

Section 9.16 Shipyard (continued)

9.16.2.3	Inspection Lift, includes 1 hour hang time free	75% of lift per launch
9.16.2.4	Hang Time (other than wash pad).....	275.00 ea. addl. hour
9.16.2.4.1	Hang Time, on wash pad	200.00/hr
9.16.2.4.2	Hang Time, on heated wash pad	300.00/hr
9.16.5	Delay of Lift	250.00/half hour
9.16.6	Pressure Wash (and scrape if necessary)	T, M, & E*
9.16.7	Reposition	50% of lift / launch
9.16.8	Scheduling Deposit (credited to lift or forfeited if the vessel is late or no show).....	750.00
9.16.9	Dry Dockage Space (lay day)	
9.16.9.1	Less than 14 days <u>1 to 30 days</u>	2.90/ft/day
9.16.9.2	Greater than 14 <u>31 days or greater</u>	2.65 <u>1.45</u> /ft/day
9.16.10	On-site Storage	
9.16.10.1	Daily (first three days or portion thereof no charge)	0.05/ft/day
9.16.10.2	Minimum charge	15.00
9.16.11	Vendor (must be preapproved and have \$1 million liability coverage)	
9.16.11.1	Annual vendor fee	500.00/yr
9.16.11.2	Per vessel vendor fee (one-time use)	250.00
9.16.12	Utilities (includes water)	
9.16.12.1	120v single-phase 30 amp or actual kWh cost, whichever is greater	20.00/day
9.16.12.2	208v single-phase 50 amp or actual kWh cost, whichever is greater	40.00/day
9.16.12.3	208v three-phase 100 amp or actual kWh cost, whichever is greater	50.00/day
9.16.12.4	480v three-phase 100 amp or actual kWh cost, whichever is greater	70.00/day
9.16.13	Equipment Rental	
9.16.13.1	Fork lift.....	75.00/half hr
9.16.13.2	Man lift	75.00/half hr
9.16.13.3	Pressure Washer	250.00/day
9.16.13.4	Other.....	T, M & E*
9.16.14	Environmental Tarp (ground tarp required for all bottom work)	Cost + 15%
9.16.15	Waste Disposal	
9.16.15.1	Used oil.....	1.00 <u>1.20</u> /gallon
9.16.15.2	Dumpster (5.5 yard).....	110.00/tip
9.16.15.3	Non-Hazardous liquids, including oil bilge water	2.25/gallon
9.16.15.4	Hazardous	Cost + 15%
9.16.15.5	Other, e.g., metals and wood	Cost + 15%
9.16.16	Labor	
9.16.16.1	City Employee, straight time	65.00/hr
9.16.16.2	City Employee, overtime.....	95.00/hr
9.16.16.3	Contract service provider (e.g., diver, lift operator, etc)	Cost + 15%
9.16.17	Environmental Surcharge	2.5% of gross
9.16.18	Other Fees and Services.....	Cost + 15%

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

Section 10 Laboratory

Appointments are required for all testing. Tests are performed on a time available basis. Certain tests can routinely be performed only during regular business hours, Monday through Thursday. If requested to be done at other times, charge is actual cost plus regular fee if any.

Section 10	Laboratory (continued)	
10.1	Water bacterial analysis	
10.1.1	Colilert PA Total Coliform/E. Coli (SM 9223 B)	40.00 50.00
10.1.2	Total Coliform MF mEndo (SM 9222 B)	50.00 60.00
10.1.3	Fecal Coliform MF mFC (SM 9222 D)	50.00 60.00
10.1.4	Total Coliform/E. Coli Colilert MPN LT2 (SM 9223 B)	60.00 70.00
10.1.5	Heterotrophic Count SimPlate method (SM 9215 E)	70.00 75.00
10.2	Biochemical Oxygen Demand (B.O.D. ₅) analysis (SM 5210 B)	75.00 90.00
10.7	Miscellaneous laboratory tests	Actual cost +
	<i>Note: The following list is an example of laboratory tests that may be available.</i>	10%
	Alkalinity	
	Total Hardness	
	Free or Total Chlorine Residual	
	Color	
	Conductivity	
	Copper	
	Dissolved oxygen	
	Iron	
	Langelier index	
	Manganese	
	Nitrate	
	pH	
	Swimming pool/spa analysis	
	Total dissolved solids	
	Total suspended solids	
10.8	Yard salt	500.00/ton
10.9	Miscellaneous chemicals	Actual cost +
		10 %

Section 12 Parks and Recreation

(Note: For activities including micro tournaments and clinics not listed, the Parks & Recreation Department will establish the activity/program fee. Youth includes ages 4-18; Adult 19-65; Senior 65+. Activity fees can be waived for parent volunteers for coaching and officiating. A sponsor can contribute to activity fees to reduce cost of person or group participants.)

12.1	City Organized Activities	
12.1.1	<u>Basketball</u>	
12.1.1.1	Adult Recreation Basketball Class A & Open Per Season Per Team	450.00
12.1.1.2	Adult Tournament Basketball Class B & C Per Season Per Team	350.00
12.1.1.3	Adult recreation Basketball B & C (Student) Per Season Per Team	175.00
12.1.1.4	Adult Recreation Basketball Class A & Open Per Person	75.00
12.1.1.5	Adult Recreation Basketball Class B & C Per Person	55.00 75.00
12.1.1.6	<u>Adult Recreation Basketball (Student/Tournament) Per Person.....</u>	<u>50.00</u>
12.1.1. 6 7	Little Dribblers Per Season (6 weeks) Per Person	30.00 40.00
12.1.2	<u>Volleyball</u>	
12.1.2.1	Adult Recreation Volleyball Per Season Per Team	200.00
12.1.2.2	Adult Tournament Volleyball Per Person	25.00 40.00
12.1.2.3	Student-Adult Recreation Women's Volleyball Per Person	400.00 25.00
12.1.3	<u>Soccer</u>	
12.1.3.1	Youth Soccer Per Season (6 weeks) Per Individual Person	30.00 40.00
12.1.4	<u>Races</u>	
12.1.4.1	Per Race Per Adult	20.00 30.00
12.1.4.2	Per Race Per Youth/Senior	40.00 20.00
12.1.5	<u>Summer Program</u>	
12.1.5.1	Per Session (2 Week) Per Child	30.00 40.00

Section 12 Parks and Recreation (continued)

12.1.6	<u>Softball</u>	
12.1.6.1	Adult Recreation Softball Per Season Per Team.....	200.00
12.1.6.2	Adult Recreation Softball Per Season Per Person.....	25.00
12.1.7	<u>Hockey</u>	
12.1.7.1	Adult Recreation Hockey Per Season Per Person.....	75.00
12.2	<u>City Facility</u>	
12.2.1	<u>Ice Rink</u>	
12.2.1.1	Ice Time Per Session Per Adult	3.00 5.00
12.2.1.2	Ice Time Per Session Per Student/Senior.....	1.00 2.00
12.2.1.3	Ice Time Ice Time Per Month Per Adult	30.00 45.00
12.2.1.4	Ice Time Per Student.....	10.00 15.00
12.2.1.5	Ice Time Per Season Per Adult.....	130.00 160.00
12.2.1.6	Ice Time Per Season Per Student/Senior	45.00 55.00
12.2.1.7	Rental Per Hour.....	100.00
12.2.1.8	<u>Dasher board sponsor</u>	350.00
12.2.2	Swimming Pool	
12.2.2.1	Per Session Per Adult	3.00 5.00
12.2.2.2	Per Session Per Youth/Senior.....	1.00 2.00
12.2.2.3	<u>Per Session Infant - 3 years</u>	Free 1.00
12.2.2.3.4	Per Month Per Adult	30.00 45.00
12.2.2.4.5	Per Month Per Youth/Senior	10.00 15.00
12.2.2.6	<u>Per Year Per Adult</u>	420.00
12.2.2.7	<u>Per Year Youth/Senior</u>	135.00
12.2.2.6.8	Masters Lessons Per Person Per Session.....	40.00
12.2.2.9	Rental Per Hour.....	100.00
12.2.3	Teen Center	
12.2.3.1	Racquetball Per Adult Per Session (1 hour)	3.00 5.00
12.2.3.2	Racquetball Per Student/Senior Per Session (1 hour).....	2.00
12.2.3.3	Racquetball Per Month Per Adult	30.00 45.00
12.2.3.4	<u>Racquetball Per Month Per Student</u>	15.00
12.2.3.5	<u>Racquetball Per Year Per Adult</u>	420.00
12.2.3.6	<u>Racquetball Per Year Per Student</u>	135.00
12.2.3.3.7	Auditorium Per 4 Hour Block (Under 50 people).....	100.00
12.2.3.4.8	Auditorium Per 4 Hour Block (51 – 100 people).....	200.00
12.2.3.5.9	Auditorium Cleaning Fee	25.00
12.2.4	East Addition Recreation Building	
12.2.4.1	Per Three Hour Block.....	100.00

CITY OF KODIAK

MAYOR


ATTEST:

CITY CLERK

Adopted:

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager 
Date: June 22, 2017

Agenda Item: V. a. **Resolution No. 2017–17, Amending Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs**

SUMMARY: The City sets its fees and charges for various services by a resolution of the Council. It is important to review and adjust the fee schedule on a regular basis to ensure the City is receiving adequate revenues with which to provide services. The City Council identified the importance of an annual review and update of the schedule of fees and charges by including this as a budget goal since FY2011. Staff completed the review and submitted a list of proposed changes to fees pertaining to the Harbor, Shipyard, Laboratory, and Parks & Recreation departments. Changes are proposed to take effect on July 1, 2017. The changes are summarized below and discussed at the Council work session on June 6, 2017. Staff recommends Council adopt Resolution No. 2017–17, which reflects the recommended changes.

PREVIOUS COUNCIL ACTION: The Council updates the City’s Schedule of Fees, Charges, and Tariffs on a routine basis by resolution. The most recent changes were adopted in June 2016 by Resolution No. 2016–19 and became effective July 1, 2016.

DISCUSSION: Staff has been reviewing the fee schedule over the past several months. Three City departments – the Harbor, Shipyard, Laboratory, and Parks and Recreation submitted recommendations to increase, add, or regroup fees listed in the Schedule of Fees and Charges. The proposed fees for specific services are as follows: Section 9, Harbor and Shipyard; Section 10, Laboratory; and Section 12, Parks and Recreation.

ALTERNATIVES: Council can adopt, amend, or choose to not approve Resolution No. 2017–17. Staff recommends Council adopt the resolution with the recommended fee changes because the increases and new fees are needed. Also, regular reviews and updates of the fee schedule are identified in Council FY2018 budget goals.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2017–17 with fee changes effective on July 1, 2017.

CITY MANAGER’S COMMENTS: It is important to revise and update the City’s Schedule of Fees, Charges, and Tariffs on a regular basis to ensure the City is receiving acceptable revenues for the

services provided. This set of updates reflects changes in the operational aspects and goals in three departments and is consistent with Council's FY2018 budget goals. I recommend Council adopt Resolution No. 2017-17.

ATTACHMENTS:

Attachment A: Resolution No. 2017-17

PROPOSED MOTION:

Move to adopt Resolution No. 2017-17.

**CITY OF KODIAK
RESOLUTION NUMBER 2017-17**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AMENDING SECTIONS 9, 10, AND 12 OF THE SCHEDULE OF FEES, CHARGES, AND TARIFFS

WHEREAS, at the February 18, 2017, regular meeting the Kodiak City Council approved its budget goals for FY2018, including annually reviewing and updating the Schedule of Fees, Charges, and Tariffs; and

WHEREAS, staff reviewed the Schedule of Fees and Charges, and it was decided to bring forth amendments to the City fees; and

WHEREAS, the suggested fee amendments herein reflect the City's cost to provide services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Sections 9, 10, and 12 of the City's Schedule of Fees, Charges, and Tariffs are hereby amended as follows:

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions amending Sections 9, 10, and 12 of the Schedules of Fees, Charges and Tariffs.

BE IT FURTHER RESOLVED that the changes to Sections 9, 10, and 12 of the Schedule of Fees, Charges, and Tariffs herein shall be effective July 1, 2017.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make the required changes to the Schedule of Fees, Charges, and Tariffs.

Section 9 Harbor

A day is defined as a calendar day, midnight to midnight or portion thereof.

9.1	Disposal	
9.1.1	Drums, each 55 gallon	24.00
9.1.2	Containment boom, per foot, per day, plus labor	0.60
9.1.3	Sorbent pads and boom	cost + 10%
9.1.4	Petroleum products and bilge waste, per gallon	
9.1.4.1	Used oil	1.20
9.1.4.2	Oily bilge water, vessels under 400 gross tons	2.75
9.1.4.3	Oily bilge water, vessels over 400 gross tons	5.00
9.1.4.4	Testing and other necessary services	cost + 10%
9.2	Dry Storage	
	<i>No charge for fishing gear storage for the first three (3) days. Minimum charge is \$10.00 or per square foot fee, whichever is greater.</i>	
9.2.1	Daily, per square foot	0.04

Section 9 Harbor (continued)

9.2.2	Weekly, per square foot	0.14
9.2.3	Monthly, per square foot	0.47
9.2.4	Annual, per square foot.....	1.40
9.2.5	Impounded vessels: cost of labor, equipment, and storage	cost + 10%
9.3	Electric Service, temporary, per day	
9.3.1	120-volt single-phase or actual kWh cost, whichever is greater	18.00
9.3.2	208-volt single-phase or actual kWh cost, whichever is greater	41.50
9.3.3	208-volt three-phase or actual kWh cost, whichever is greater	47.50
9.3.4	Electric cord rental, per day	
	30-amp 120-volt twist lock cords	7.50
9.3.5	Electric plug rental, per day	
	30-amp twist lock GFI to 20-amp straight blade.....	6.00
	208 single phase to 30-amp twist lock	12.00
	208 three phase to 208 single phase	18.00
9.4	Tidal Grid, per foot, per tide	2.40
9.5	Services and equipment rental	
9.5.1	Backhoe/loader, with operator, per 1/2 hour	89.00
9.5.2	Fork Lift	
9.5.2.1	4-ton, with operator, per 1/2 hour	89.00
9.5.3	Labor and Materials	
9.5.3.1	City employees, straight time, per hour	77.00
9.5.3.2	City employees, overtime, per hour.....	107.00
9.5.3.3	Non-City labor and miscellaneous materials	cost + 10%
9.5.4	Pumps	
9.5.4.1	Dewatering, electric, per day	36.00
9.5.4.2	Dewatering, electric, per week	142.00
9.5.4.3	Dewatering, electric, per month.....	350.00
9.5.4.4	Dewatering gasoline, per day	60.00
9.5.4.5	Sewage, vessel or RV pump-out, per use	12.00
9.5.5	Tanker, used oil, with operator, per hour	154.00
9.5.6	Vessel, with operator, per hour	122.00
9.6	Dockage for commercial fishing vessels at piers and docks (all other vessels charged per port tariff)	
9.6.1	• Vessels 80' and under	1.80
9.6.2	• Vessels 81' and over	2.10
	• Includes Dock 1, Oscar's Dock, Piers 1, 2, & 3.	
	• Dockage fees shall be equal to the vessel's daily moorage rate, or the per foot rate, whichever is greater. Vessels with exclusive moorage, and vessels which have paid their annual daily moorage ceiling, receive the first day free <u>when scheduled in advance</u> . Dockage fees do not apply to the moorage ceiling.	
9.7	Moorage, exclusive, annual	
	• Exclusive moorage means a permanently assigned slip for a specific vessel. Moorage is calculated depending upon vessel length: Length x rate per linear foot.	
	• Length = length of vessel, including all fixed protuberances or length of slip, whichever is greater.	
	• Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed.	
	• 20% surcharge for vessels wider than 80% of the slip water space	
	• 50% surcharge for vessels wider than 100% of the slip water space	
9.7.1	0 to 20 feet	35.55
9.7.2	21 to 30 feet	35.55
9.7.3	31 to 40 feet	35.55

Section 9 Harbor (continued)		
9.7.4	41 to 60 feet	48.59
9.7.5	61 to 80 feet	72.29
9.7.6	81 to 100 feet	84.73
9.7.7	101 to 120 feet	97.17
9.7.8	121 to 150 feet	105.47
9.7.9	151 feet +	118.50
9.8	Moorage, open/daily	1/60 of the annual moorage rate
	<ul style="list-style-type: none"> • Daily moorage shall stop accruing when an amount equal to 100% of the annual exclusive moorage has been reached. • Vessels moored at posted restricted areas in excess of the allotted time shall incur a moorage charge at double the daily rate, until the vessel has departed. • Vessels under 21' receive one free day per month at designated areas only, on first-come, first-served basis. 	
9.9	Parking	
9.9.1	Trailers at designated long-term parking areas	
9.9.1.1	Daily	6.00
9.9.1.2	Monthly	89.00
9.9.2	Permit parking for harbor customers in designated 30-day lots adjacent to the harbors, per day	1.00
	<ul style="list-style-type: none"> • Permits available to vessel slip holders and paid up transient vehicles only. Except that permits may be sold to the general public in the 30-day lot north of Ramp 1, St. Herman Harbor. 	
9.10	Gravel ramp use at SHH and SPH	
9.10.1	Aircraft, per launch or retrieval	89.00
9.10.2	Vessels under 76 feet in length, per foot, per tide	1.20
9.10.3	Vessels 76 feet and longer, per foot, per tide	1.80
9.10.4	Annual usage fee (must be paid in advance).....	2,370.00
9.11	Waiting list, per year	30.00
9.12	Launch ramp (exclusive slip holders and personal pleasure boats of persons sixty-five years of age or older are exempt)	
9.12.1	Daily	10.00
9.12.2	Annual	118.50
9.13	Administrative fees	
9.13.1	Slip transfer fee, per vessel	18.00
9.13.2	Account sent to collections	118.50
9.14	Vessel sewage disposal at Pier II per day (dockage charged separately)...	89.00
9.15	<u>Harbor Shower Fee, per time period</u>	6.00
9.16	Shipyard	
	<ul style="list-style-type: none"> • Payment, without pre-approved credit, is 50% of the estimated yard fees and is due before the lift; the remainder must be paid prior to launch. • Lifts taking more than four hours will be assessed extra labor and/or machine time. • Dry dockage is assessed the entire time the vessel remains in the yard. 	
9.16.1	Lift, Block, and Launch	
9.16.1.1	Vessels up to 80'	69.00/ft
9.16.1.2	81' to 100'	78.00/ft
9.16.1.3	101' to 120'	94.00/ft
9.16.1.4	121' to 150'	111.00/ft
9.16.1.5	151' and up	120.00/ft
9.16.2	After hours surcharge	+ 20% / ft
9.16.2.1	Nonstandard Lift (operator and lift)	1,500.00/hr
9.16.2.2	Travel strap set up	T,M&E ** + 15%

Section 9.16 Shipyard (continued)

9.16.2.3	Inspection Lift, includes 1 hour hang time free	75% of lift per launch
9.16.2.4	Hang Time (other than wash pad).....	275.00 ea. addl. hour
9.16.2.4.1	Hang Time, on wash pad	200.00/hr
9.16.2.4.2	Hang Time, on heated wash pad	300.00/hr
9.16.5	Delay of Lift	250.00/half hour
9.16.6	Pressure Wash (and scrape if necessary)	T, M, & E*
9.16.7	Reposition	50% of lift / launch
9.16.8	Scheduling Deposit (credited to lift or forfeited if the vessel is late or no show).....	750.00
9.16.9	Dry Dockage Space (lay day)	
9.16.9.1	Less than 14 days <u>1 to 30 days</u>	2.90/ft/day
9.16.9.2	Greater than 14 <u>31 days or greater</u>	2.65 <u>1.45</u> /ft/day
9.16.10	On-site Storage	
9.16.10.1	Daily (first three days or portion thereof no charge)	0.05/ft/day
9.16.10.2	Minimum charge	15.00
9.16.11	Vendor (must be preapproved and have \$1 million liability coverage)	
9.16.11.1	Annual vendor fee	500.00/yr
9.16.11.2	Per vessel vendor fee (one-time use)	250.00
9.16.12	Utilities (includes water)	
9.16.12.1	120v single-phase 30 amp or actual kWh cost, whichever is greater	20.00/day
9.16.12.2	208v single-phase 50 amp or actual kWh cost, whichever is greater	40.00/day
9.16.12.3	208v three-phase 100 amp or actual kWh cost, whichever is greater	50.00/day
9.16.12.4	480v three-phase 100 amp or actual kWh cost, whichever is greater	70.00/day
9.16.13	Equipment Rental	
9.16.13.1	Fork lift.....	75.00/half hr
9.16.13.2	Man lift	75.00/half hr
9.16.13.3	Pressure Washer	250.00/day
9.16.13.4	Other.....	T, M & E*
9.16.14	Environmental Tarp (ground tarp required for all bottom work)	Cost + 15%
9.16.15	Waste Disposal	
9.16.15.1	Used oil.....	1.00 <u>1.20</u> /gallon
9.16.15.2	Dumpster (5.5 yard).....	110.00/tip
9.16.15.3	Non-Hazardous liquids, including oil bilge water	2.25/gallon
9.16.15.4	Hazardous	Cost + 15%
9.16.15.5	Other, e.g., metals and wood	Cost + 15%
9.16.16	Labor	
9.16.16.1	City Employee, straight time	65.00/hr
9.16.16.2	City Employee, overtime.....	95.00/hr
9.16.16.3	Contract service provider (e.g., diver, lift operator, etc)	Cost + 15%
9.16.17	Environmental Surcharge	2.5% of gross
9.16.18	Other Fees and Services.....	Cost + 15%

*T, M, & E: Time (i.e., labor hours), materials, and equipment hours

Section 10 Laboratory

Appointments are required for all testing. Tests are performed on a time available basis. Certain tests can routinely be performed only during regular business hours, Monday through Thursday. If requested to be done at other times, charge is actual cost plus regular fee if any.

Section 10 Laboratory (continued)

10.1	Water bacterial analysis	
10.1.1	Colilert PA Total Coliform/E. Coli (SM 9223 B)	40.00 50.00
10.1.2	Total Coliform MF mEndo (SM 9222 B)	50.00 60.00
10.1.3	Fecal Coliform MF mFC (SM 9222 D)	50.00 60.00
10.1.4	Total Coliform/E. Coli Colilert MPN LT2 (SM 9223 B)	60.00 70.00
10.1.5	Heterotrophic Count SimPlate method (SM 9215 E)	70.00 75.00
10.2	Biochemical Oxygen Demand (B.O.D. ₅) analysis (SM 5210 B)	75.00 90.00
10.7	Miscellaneous laboratory tests	Actual cost + 10%
	<i>Note: The following list is an example of laboratory tests that may be available.</i>	
	Alkalinity	
	Total Hardness	
	Free or Total Chlorine Residual	
	Color	
	Conductivity	
	Copper	
	Dissolved oxygen	
	Iron	
	Langelier index	
	Manganese	
	Nitrate	
	pH	
	Swimming pool/spa analysis	
	Total dissolved solids	
	Total suspended solids	
10.8	Yard salt	500.00/ton
10.9	Miscellaneous chemicals	Actual cost + 10 %

Section 12 Parks and Recreation

(Note: For activities including micro tournaments and clinics not listed, the Parks & Recreation Department will establish the activity/program fee. Youth includes ages 4-18; Adult 19-65; Senior 65+. Activity fees can be waived for parent volunteers for coaching and officiating. A sponsor can contribute to activity fees to reduce cost of person or group participants.)

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12.1.1.2	Adult Tournament Basketball Class B & C Per Season Per Team	350.00
12.1.1.3	Adult recreation Basketball B & C (Student) Per Season Per Team	175.00
12.1.1.4	Adult Recreation Basketball Class A & Open Per Person	75.00
12.1.1.5	Adult Recreation Basketball Class B & C Per Person	55.00 75.00
12.1.1.6	<u>Adult Recreation Basketball (Student/Tournament) Per Person.....</u>	<u>50.00</u>
12.1.1. 6 7	Little Dribblers Per Season (6 weeks) Per Person	30.00 40.00
12.1.2	<u>Volleyball</u>	
12.1.2.1	Adult Recreation Volleyball Per Season Per Team	200.00
12.1.2.2	Adult Tournament Volleyball Per Person	25.00 40.00
12.1.2.3	Student-Adult Recreation Women's Volleyball Per Person	40.00 25.00
12.1.3	<u>Soccer</u>	
12.1.3.1	Youth Soccer Per Season (6 weeks) Per Individual Person	30.00 40.00
12.1.4	<u>Races</u>	
12.1.4.1	Per Race Per Adult	20.00 30.00
12.1.4.2	Per Race Per Youth/Senior	40.00 20.00
12.1.5	<u>Summer Program</u>	
12.1.5.1	Per Session (2 Week) Per Child	30.00 40.00

Section 12 Parks and Recreation (continued)

12.1.6	<u>Softball</u>	
12.1.6.1	Adult Recreation Softball Per Season Per Team.....	200.00
12.1.6.2	Adult Recreation Softball Per Season Per Person.....	25.00
12.1.7	<u>Hockey</u>	
12.1.7.1	Adult Recreation Hockey Per Season Per Person.....	75.00
12.2	<u>City Facility</u>	
12.2.1	<u>Ice Rink</u>	
12.2.1.1	Ice Time Per Session Per Adult	3.00 5.00
12.2.1.2	Ice Time Per Session Per Student/Senior.....	1.00 2.00
12.2.1.3	Ice Time Ice Time Per Month Per Adult	30.00 45.00
12.2.1.4	Ice Time Per Student.....	10.00 15.00
12.2.1.5	Ice Time Per Season Per Adult.....	130.00 160.00
12.2.1.6	Ice Time Per Season Per Student/Senior	45.00 55.00
12.2.1.7	Rental Per Hour.....	100.00
12.2.1.8	<u>Dasher board sponsor</u>	350.00
12.2.2	Swimming Pool	
12.2.2.1	Per Session Per Adult	3.00 5.00
12.2.2.2	Per Session Per Youth/Senior.....	1.00 2.00
12.2.2.3	<u>Per Session Infant - 3 years</u>	Free 1.00
12.2.2.3.4	Per Month Per Adult	30.00 45.00
12.2.2.4.5	Per Month Per Youth/Senior	10.00 15.00
12.2.2.6	<u>Per Year Per Adult</u>	420.00
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12.2.2.6.8	Masters Lessons Per Person Per Session.....	40.00
12.2.2.9	Rental Per Hour.....	100.00
12.2.3	Teen Center	
12.2.3.1	Racquetball Per Adult Per Session (1 hour)	3.00 5.00
12.2.3.2	Racquetball Per Student/Senior Per Session (1 hour).....	2.00
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12.2.3.6	<u>Racquetball Per Year Per Student</u>	135.00
12.2.3.3.7	Auditorium Per 4 Hour Block (Under 50 people).....	100.00
12.2.3.4.8	Auditorium Per 4 Hour Block (51 – 100 people).....	200.00
12.2.3.5.9	Auditorium Cleaning Fee	25.00
12.2.4	East Addition Recreation Building	
12.2.4.1	Per Three Hour Block.....	100.00

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Thru: Ronda Wallace, Chief of Police
Date: June 22, 2017

Agenda Item: V. b. Resolution No. 2017–18, Authorizing the Issuance of a Permit to the American Legion Post 17 for Use of Public Property in Conjunction With Fourth of July Celebrations

SUMMARY: Resolution No. 2017–18 permits the American Legion Post 17 to close and use City streets for its annual Fourth of July parade. Street closures for the parade will take place on Tuesday July 4, 2017, from 11 a.m. to 12:30 p.m. for the parade; and from 9 a.m. to 9 p.m. for the Fourth of July celebration and town feed.

The parade will begin at the St. Paul Harbor spit; turn left onto Marine Way heading to Rezanof Drive; from Rezanof Drive the parade will turn onto Center Avenue making its way to Marine Way again and ending at Oscar’s Dock Marine. As Rezanof Drive is part of the parade route, the American Legion will receive a separate authorization for closure from the State Department of Transportation (DOT) since that is a State of Alaska roadway.

The section of Mission Road between Marine Way and Center Street will be closed and barricaded for the Fourth of July celebration and town feed, which is expected to be between 9 a.m. and 9 p.m.

PREVIOUS COUNCIL ACTION: The Council approves parade permit requests from the American Legion on an annual basis.

BACKGROUND: For several years, the American Legion has coordinated a Fourth of July parade in Kodiak. The Council has traditionally adopted a resolution to authorize street closures to accommodate the parade and related activities. The American Legion has been working with State DOT to obtain a permit to close Rezanof Drive, under state jurisdiction, which the City does not have the authority to close. The organizers will coordinate with the City Manager, Kodiak Police Department, and the DOT in the event the parade must be postponed due to inclement weather.

ALTERNATIVES:

- 1) Adopt Resolution No. 2017–18, which is staff’s recommendation.
- 2) Do not adopt Resolution No. 2017–18, which would result in a different parade route and celebration or cancellation of the parade.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2017–18.

CITY MANAGER’S COMMENTS: Fourth of July is our Nation’s celebration of Independence from the British Empire. With the adoption of the Declaration of Independence on July 4th 1776, the Continental Congress declared that the thirteen American colonies regarded themselves as a new nation, the United States of America. A bit of history that should remain celebrated and, therefore, I support Council’s authorization of this American Legion request.

ATTACHMENTS:

Attachment A: Resolution No. 2017–18

Attachment B: Letter from the American Legion dated May 22, 2017

PROPOSED MOTION:

Move to adopt Resolution No. 2017–18.

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**CITY OF KODIAK
RESOLUTION NUMBER 2017-18**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE ISSUANCE OF A PERMIT TO THE AMERICAN LEGION POST 17 FOR USE OF PUBLIC PROPERTY IN CONJUNCTION WITH FOURTH OF JULY CELEBRATIONS

WHEREAS, the American Legion Post 17 is a local nonprofit organization that annually manages the Fourth of July parade; and

WHEREAS, the Fourth of July parade has a proud tradition of family fun and encourages widespread participation and involvement from Kodiak citizens of all ages; and

WHEREAS, the Fourth of July parade is planned for Tuesday, July 4, 2017, beginning at 11:00 a.m.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a permit be issued, with the permit fee waived, to the American Legion Post 17 for use of City public property for the Fourth of July parade on the condition that the American Legion Post 17 agrees to comply with the stipulations as provided in City Code Sections 5.04.050(d) and 5.04.060.

BE IT FURTHER RESOLVED that the Council hereby authorizes City street closures/traffic control for the Fourth of July celebration and town feed on Tuesday, July 4, 2017, from 9 a.m. until 9 p.m. for the section of Mission Road between Marine Way and Center Street.

BE IT FURTHER RESOLVED that the Council hereby authorizes City street closures/traffic control for the Fourth of July Parade on Tuesday, July 4, 2017, from 11:00 a.m. until approximately 12:30 p.m. for the St. Paul Harbor spit, Marine Way, and Center Ave. Traffic control is also authorized for Rezanof Drive, under the condition that the American Legion Post 17 obtains authorization from the State Department of Transportation to close Rezanof Drive for the parade.

BE IT FURTHER RESOLVED that if the State of Alaska Department of Transportation grants authority to close Rezanof Drive, the parade shall begin at the St. Paul Harbor spit; turning left onto Marine Way; turning right onto Rezanof Drive, turning right onto Center Avenue; turning right onto Marine Way; and ending at the St. Paul Harbor spit.

BE IT FURTHER RESOLVED that in the event the parade is postponed due to inclement weather and must be rescheduled, or if the State of Alaska Department of Transportation does not grant authority for the closure of Rezanof Drive, the Council authorizes necessary changes and additional City road closures be coordinated through the City Manager and the Kodiak Police Department.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:



THE AMERICAN LEGION
Robert G. Blair Post 17
318 Center Ave., Kodiak, AK 99615
Phone (907) 486-3258
aklegion@gci.net

May 22, 2017

Mike Tvenge
City Manager
710 Mill Bay Rd
Kodiak, AK 99615

Hi Mike, we at the American Legion family would like to request a road closure on Mission road, between West Marine Way and Center Ave. This would occur on July 4th, 2017; from 9 am to 9 pm. The purpose for the closure is for a 4th of July celebration and town feed. We will be coordinating with the Kodiak Elks Lodge 1772, and other non-profits to make this a success. We will have games for kids of all ages, music and prizes.

Our goal is to bring ALL of Kodiak together to celebrate the United States of America, our beautiful island and our great people through food and fun! Thank you for your time.

FOR GOD AND COUNTRY



Walter Sargent, Commander

Ok
*Coordinate w/
Police chief & Firechief*
MT

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *mt*
Through: Corey Gronn, Parks and Recreation Director
Date: June 22, 2017

Agenda Item: V. c. **Resolution No. 2017–19, Authorizing the Issuance of a Permit to the Kodiak Football League for its Football Camp Fundraiser and to Collect Admission Fees and Sell Concessions at Baranof Park**

SUMMARY: The Kodiak Football League has requested use of Baranof Park and field for the upcoming season (Attachment B). Resolution No. 2017–19 (Attachment A) authorizes the issuance of a permit to the Kodiak Football League (KFL) to use the Baranof Football Field and areas of the park to sell concessions and collect gate fees for home games from August 1 to October 31. This resolution also allows KFL to charge a fee for its summer football camp from July 13 – July 15. Staff recommends Council adopt Resolution No. 2017–19.

PREVIOUS COUNCIL ACTION: Each year Council issues permits to non-profit organizations to allow them to conduct fundraising activities that benefit the community on City property.

DISCUSSION: The Kodiak Football League has applied for and received a permit for concession and gate fee sales from the City for many years. KFL provides all needed gear, coaching, and refereeing for the youth league and is the primary booster source for the high school team. Community club sports such as KFL fill a vitally important role because without them, sporting activities for families would be very limited. KFL promotes good sportsmanship and character building for boys and girls ages 8 to 18.

ALTERNATIVES:

- 1) Adopt Resolution No. 2017–19, which is staff’s recommendation.
- 2) Do not adopt Resolution No. 2017–19, which is not recommended.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2017–19.

CITY MANAGER’S COMMENTS: I support staff’s recommendation to adopt this resolution. As stated earlier, youth sports provide numerous benefits to the community young and old.

ATTACHMENTS:

- Attachment A: Resolution No. 2017–19
Attachment B: Letter of request from the Kodiak Football League, dated June 10, 2017

PROPOSED MOTION:

Move to adopt Resolution No. 2017-19.

**CITY OF KODIAK
RESOLUTION NUMBER 2017-19**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE ISSUANCE OF A PERMIT TO THE KODIAK FOOTBALL LEAGUE FOR ITS FOOTBALL CAMP FUNDRAISER AND TO COLLECT ADMISSION FEES AND SELL CONCESSIONS AT BARANOF PARK

WHEREAS, the Kodiak Football League is a local nonprofit organization dedicated to the promotion of building positive character in young people through the sport of football; and

WHEREAS, the Kodiak Football League is entirely self funded and sponsors the expense of the football programs grades 3 through 12; and

WHEREAS, events at the Baranof fields are in need of a snack vendor; and

WHEREAS, the Kodiak High School hosts home games and events at Baranof Park; and

WHEREAS, the Kodiak Football League has requested permission to charge a fee for its annual football camp July 13 through July 15; and

WHEREAS, the Kodiak Football League has requested permission to charge admission at football games from August 1 through October 31; and

WHEREAS, the Kodiak Football League has requested permission to sell concessions at the park at certain events August 1 through October 31.

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 Football League for charging admissions at the Kodiak High School football team home games.

BE IT FURTHER RESOLVED that permission is granted for the League to sell concessions at certain events, 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 permission is granted for the the Kodiak Football League use of public property for its 2017 summer Football Camp on the condition that the Team agrees to comply with the stipulations set forth in this section and section 5.04.060 of the City Code.

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

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:



Kodiak Football League

P.O. Box 973
Kodiak, Alaska 99615
907-539-7472



June 10, 2017

Kodiak City Council
710 Mill Bay Road,
Kodiak, AK 99615

Dear City Council Members

The Kodiak Football League would like to request City Permits to move our Snack Shack Building, into our designated area, as assigned by the City Parks Director Mr. Corey Gronn. From August through October 2017 to sell concessions and collect gate admission at Baranof Park, for all High School and Youth Football Games.

We would also like to request the use of Baranof Park Football Field for our annual Youth Football Skills Camp on July 13 and 14 from 6:00 to 8:00pm and on Saturday July 15, from 9:00am to 12:00pm followed by Hamburgers & Hotdogs at Picnic Area.

The KFL is a Non-profit Organization that survives, by raising money through Fund Raiser's, Raffles, Donations, Concession's & Gate Sales.

We promote Good Sportsmanship, Team Work and Teach the Sport of Football to Hundreds of Boys and Girls age 8 to 18 and interact with all their families each year.

Thank You for your Consideration.

Sincerely,

Richard Walker

President
Kodiak Football League

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Thru: Ronda Wallace, Chief of Police

Date: June 22, 2017

Agenda Item: V. d. Authorization of Animal Control Contract With the Kodiak Island Borough

SUMMARY: The City operates animal control services and contracts with the Humane Society of Kodiak to operate the Animal Control Shelter. The Kodiak Island Borough (KIB) itself does not provide these services to its residents and, therefore, contracts with the City. The KIB Assembly approved this agreement during its June 1 regular meeting. This is a one-year agreement beginning July 1, 2017. Staff recommends Council adopt this contract (Attachment A) with the KIB.

PREVIOUS COUNCIL ACTION:

- Council has approved numerous animal control contracts dating back to 1993.
- Council previously approved the animal control contract with the Kodiak Island Borough, which expires June 30, 2017. The terms were very similar to the current contract.

DISCUSSION: The City provided animal control services to the Borough on and off over the past 20 years. Borough staff and the City Manager met in May to negotiate continuing terms for a contract renewal. City and Borough staff exchanged information and discussed terms before coming to an agreement, which is reflected in the attached contract. The city shall provide non-law enforcement personnel and resources to enforce KIB animal control and related codes and ordinances, supplies, equipment, and a facility to perform those animal control services set forth in this contract.

This contract begins July 1 and ends June 30, 2018. The annual charge to the KIB is \$ 114,015, a slight increase (\$4,600) over last year.

ALTERNATIVES:

- 1) Approve the contract with the Kodiak Island Borough for animal control services, which is the staff recommendation. Both parties wanted the agreement to reflect an equal share in the cost of those services, which staff feels it does. This contract was approved by the Borough Assembly on June 1, 2017.
- 2) Postpone or do not approve the contract, which is not recommended. The contract terms will help offset the costs of operating animal control services and the Kodiak Animal Shelter.

JUNE 22, 2017

Agenda Item V. d. Memo Page 1 of 2

FINANCIAL IMPLICATIONS: Once authorized, the one-year contract will provide the City with \$114,015 for the remainder of the term, with the option to review and update fees annually.

CITY MANAGER'S COMMENTS: I have discussed this contract with our Chief of Police, Borough Manager and their staff and feel we have negotiated a fair agreement. The cycle of animal calls within the City and Borough varies year to year, as tallied in the report (Attachment B) provided by the Humane Society of Kodiak. I recommend Council approve this animal control contract with Kodiak Island Borough.

ATTACHMENTS:

- Attachment A: Animal Control Contract Between the City of Kodiak and the Kodiak Island Borough
- Attachment B: Kodiak Animal Shelter Statistics

PROPOSED MOTION:

Move to authorize the Animal Control Contract, City Record No. 232399, between the City of Kodiak and the Kodiak Island Borough.

ANIMAL CONTROL CONTRACT

**Between the
CITY OF KODIAK
and the
KODIAK ISLAND BOROUGH**

THIS AGREEMENT is made and entered into by and between the KODIAK ISLAND BOROUGH, hereinafter "KIB" and the CITY OF KODIAK, hereinafter "CITY," in consideration of the mutual promises contained herein and shall be effective July 1, 2017, as specified herein.

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

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

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

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

Section 1. DEFINITIONS.

In this contract:

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

Section 2. SCOPE OF SERVICES.

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

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

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

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

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

Section 5. INSURANCE.

- A. The CITY shall provide insurance coverage in the following amounts:
 - a. Workers' Compensation insurance as required by AS 23.30.045 or any other applicable statutes or regulations.
 - b. General Liability insurance with a minimum of \$10,250,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

- c. Vehicle Liability insurance including applicable uninsured/underinsured coverage, with limits of liability of not less than a minimum of \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- B. The following shall be Additional Insureds: The KIB, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primarily to the KIB, and not contributing with any other insurance or similar protection available to the KIB, whether other available coverage be primary, contributing, or excess.
- C. To the extent allowed by law and subject to appropriation, KIB and City each hereby release and agree to defend, indemnify, and hold the other party, elected and appointed officials, employees, contractors, and volunteers harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, injury, or death resulting to the indemnifying party's property, subcontractors, or personnel, arising out of or in connection with the services, or the performance of this agreement, whether or not such loss, damage, injury, or death is alleged to be due to the act, omission, negligence (whether contributory, joint, or sole) fault or strict liability of the indemnified party.

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

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

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

If the CITY fails to comply with the insurance requirements of this agreement, the KIB may terminate the agreement on ten (10) days written notice. The CITY covenants to maintain all

insurance policies required in this agreement for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations.

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

Section 6. LICENSING.

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

Section 7. CUSTOMER SERVICE.

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

Section 8. FEE COLLECTION.

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

Section 9. CONTRACT TERM.

This contract is effective from the date of execution through June 30, 2018, and the parties may review and renegotiate terms and costs annually.

Section 10. CONTRACT ADMINISTRATION AND MANAGEMENT.

- A. The KIB Community Development Department shall administer this contract on behalf of KIB.

B. The Kodiak City Manager shall administer this contract on behalf of the CITY.

Section 11. NOTICES.

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

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

CITY OF KODIAK
City Manager
710 Mill Bay Road #114
Kodiak, AK 99615

Section 12. INSPECTION AND RETENTION OF RECORDS.

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

Section 13. BUDGET AND REIMBURSEMENT OF EXPENSES.

- A. Upon condition of satisfactory performance in all respects by the CITY and subject to the remainder of this section, KIB shall pay the CITY a sum of **\$114,015.00** per year. The compensation shall be paid in advance in semi-annual installments, July 1 and January 1.
- B. The CITY and KIB shall separately assume any legal costs associated with animal control enforcement within their respective areas of jurisdiction.
- C. The KIB shall be responsible for direct costs associated with the transportation, lodging, feeding, and veterinarian services for animals outside the CITY that cannot be transported by the Animal Control Officer and/or are not able to be lodged at the Kodiak Animal Shelter, provided prior written approval has been obtained from KIB.

Section 14. AMENDMENT OR TERMINATION.

This Agreement will become effective July 1, 2017, and continue in force until June 30, 2018, except that, in addition to the termination provisions in Section 6.F. (Insurance), it may be terminated by either party upon thirty (30) days written notification to the other. The City will refund any prepaid amount within ten days of termination, on a pro-rata basis. This Agreement may be amended by written agreement of the parties.

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

CITY OF KODIAK

KODIAK ISLAND BOROUGH

Mike Tvenge, City Manager

Michael Powers, Borough Manager

ATTEST:

ATTEST:

Debra Marlar, MMC, City Clerk

Nova Javier, MMC, Borough Clerk

KODIAK ANIMAL SHELTER
UTILIZATION STATS
FY2016 AND YTD (3/31) 2017

IMPOUNDS

	2016 Borough Impounds	2016 City Impounds	Unknown 2016	Total Impounds 2016	2017 Borough Impounds	2017 City Impounds	Total Impounds YTD 2017
Dog	81	64	2	147	54	38	92
Cat	36	23	7	59	5	21	26
Chicken	1			1			
Rabbit	1			1			
Ducks	4			4			
Pig	1			1			
TOTAL	124	87	9	213	59	59	118

RECLAIMS

	2016 Borough Impounds	2016 City Impounds	Unknown 2016	Total Reclaimed 2016	2017 Borough Impounds	2017 City Impounds	Total Reclaimed YTD 2017
Dog	62	52		114	59	32	91
Cat	6	2		8	5	7	12
Chicken							
Rabbit							
Ducks	4			4			
Pig	1			1			
TOTAL	73	54		127	64	39	103

SURRENDERED

	2016 Borough Surrenders	2016 City Impounds	Unknown 2016	Total Surrenders 2016	2017 Borough Surrenders	2017 City Surrenders	Total Surrenders YTD 2017
Dog				not available	30	12	42
Cats				not available	5	9	14
Rabbit				not available		2	2
Ferrets				not available			
Birds				not available			
Rodents				not available	2	3	5
Other				not available		2	2
				not available			
TOTAL				110	37	28	65

ADOPTIONS

Adoptions 2016	Adoptions YTD 2017
239	107

EUTHANASIA

2016	YTD 2017
21	8

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Thru: Mark Kozak, Public Works Director
Date: June 22, 2017

Agenda Item: V. e. Authorization of Bid Award for FY2018 Petroleum Products

SUMMARY: Each year the Public Works Department issues bids for the City's petroleum products. Bids were opened on June 8, 2017, for FY2018 petroleum products. Two bids were received. Petro Marine Services was the lowest bidder for all petroleum products. Staff recommends Council authorize the bid award for the purchase of petroleum products to Petro Marine Services.

PREVIOUS COUNCIL ACTION: Annually the City Council awards the petroleum product bid to the lowest bidder.

DISCUSSION: This bid provides all the City's fuel needs for FY2018. This includes the City's heating fuel, equipment diesel, and gasoline. Once bids are awarded, the price for each type of product will fluctuate throughout the year as fuel costs move up and down.

Petroleum product bids were opened on June 8, 2017. The bids received are summarized in the following table:

BIDDER	DIESEL Ultra low sulfur	GASOLINE	HEATING FUEL # 2	HEATING FUEL # 1*
Petro Marine Service 104 Marine Way Kodiak, Alaska 99615	\$2.32	\$2.34	\$2.32	\$2.42
North Pacific Fuel P.O. Box 1487 Kodiak, Alaska 99615	\$2.375	\$2.64	\$2.325	\$2.325

* Heating fuel #1 is needed for blending purposes during cold weather and is awarded to the vendor who is selected to provide heating fuel products.

ALTERNATIVES:

- 1) Authorize the award of the FY2018 bid to Petro Marine Services for all of the City's petroleum products as listed above.
- 2) Do not authorize the award of the petroleum bids, which is not recommended, because it would increase cost to the City to maintain daily operations and services to the public.

FINANCIAL IMPLICATIONS: Fuel and oil costs are an operational expense. The costs are included in the appropriate departments' FY2018 operating budgets. Public Works tracks fuel use by vehicle or piece of equipment and submits a monthly report to the Finance Department. Each department is charged for the fuel used and these funds are applied to the appropriate account.

STAFF RECOMMENDATION: Staff recommends Council authorize the bid award of the City's FY2018 petroleum products to Petro Marine Services.

CITY MANAGER'S COMMENTS: The award of the fuel bids is done annually with bids normally awarded to the lowest bidder for the needed products. This year we received bids from both local suppliers. Costs for the products fluctuate due to market volatility. This bid is the base market value, which will adjust with market pricing. I support staff's recommendation to award the FY2018 petroleum products to Petro Marine Services.

ATTACHMENTS:

Attachment A: Petro Marine Service bid

Attachment B: North Pacific Fuel bid

PROPOSED MOTION:

Move to authorize the bid award of the City's FY2018 petroleum products to Petro Marine Services for Diesel Ultra Low Sulfur at \$2.32, Gasoline at \$2.34, Heating Fuel #2 at \$2.32, and Heating Fuel #1 at \$2.42 per gallon with funds coming from each department's FY2018 fuel line items.

BID FORM

TO: Mike Tvenge, City Manager
 City of Kodiak
 710 Mill Bay Road, Rm. #114
 PO Box 1397
 Kodiak AK 99615

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

In compliance with your Invitation to bid for Bid No. 2017-004 for Petroleum Products FY 2018 dated May 5, 2017, the undersigned hereby proposes to provide the following:

Item	Bid amount
1. Ultra Low Sulphur Diesel Fuel No. 2 – Estimated 30,000 gallons delivered to: Fire Hall Generator, Lift Station #1B Mill Bay, Lift Station #2B Spruce Cape, Lift Station #4 Fr. Herman, Lift Station #5 Metrokin, Monashka Pump Station, Pillar Creek Pump Station, Public Works Equipment Tank & UV Bldg Generator	\$ <u>2.32</u> (per gallon)
2. Unleaded Gasoline – Estimated 40,000 gallons delivered to: Public Works Equipment Tank	\$ <u>2.34</u> (per gallon)
3. Heating Fuel No. 2 – Estimated 90,000 gallons delivered to Barn, Kodiak Police Dept. Bldg, Kodiak Fire Dept, Public Works, Baranof Park Office Bldg, Baranof Museum, Teen Center, Kodiak Public Library, St. Paul Harbormaster Bldg, St. Paul Harbor Restroom Facility, St. Herman Harbormaster Bldg, Wastewater Treatment Plant, Baranof Park Ice-Rink.	\$ <u>2.32</u> (per gallon)
4. Heating Fuel No. 1 – This will be needed for blending purposes For cold weather conditions, and will be awarded to the vendor who is selected to provide heating fuel products.	\$ <u>2.42</u> (per gallon)

The bid will be awarded on an individual basis for each of the above items.

Invitation to Bid No. 2017-004

May 5, 2017

Copy of current Business License and Certificate of liability insurance enclosed.

Bid price valid for 14 days.

Terms Net 30 Days

Submitted by:

<u><i>Carroll Job</i></u> Signature	<u>Petro Marine Services</u> Business Name
--	---

<u>Marketing Manager</u> Title	<u>104 Marine Way</u> Address
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<u>(907) 486-3421</u> Telephone	<u>Kodiak AK 99615</u> City, State, Zip
------------------------------------	--

Dated: June 7, 2017



**Please note the following applicable taxes are NOT included in our Bid Prices:

- 1) Federal LUST Tax - \$0.001 per gallon
- 2) State of Alaska Fuel Surcharge - \$0.0095 per gallon

BID FORM

TO: Mike Tvenge, City Manager
 City of Kodiak
 710 Mill Bay Road, Rm. #114
 PO Box 1397
 Kodiak AK 99615

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

In compliance with your Invitation to bid for Bid No. 2017-004 for Petroleum Products FY 2018 dated May 5, 2017, the undersigned hereby proposes to provide the following:

Item	Bid amount
1. Ultra Low Sulphur Diesel Fuel No. 2 – Estimated 30,000 gallons delivered to: Fire Hall Generator, Lift Station #1B Mill Bay, Lift Station #2B Spruce Cape, Lift Station #4 Fr. Herman, Lift Station #5 Metrokin, Monashka Pump Station, Pillar Creek Pump Station, Public Works Equipment Tank & UV Bldg Generator	\$ <u>2.375</u> (per gallon)
2. Unleaded Gasoline – Estimated 40,000 gallons delivered to: Public Works Equipment Tank HIGH SULFUR #1	\$ <u>2.64</u> (per gallon)
3. Heating Fuel No. 2 – Estimated 90,000 gallons delivered to Barn, Kodiak Police Dept. Bldg, Kodiak Fire Dept, Public Works, Baranof Park Office Bldg, Baranof Museum, Teen Center, Kodiak Public Library, St. Paul Harbormaster Bldg, St. Paul Harbor Restroom Facility, St. Herman Harbormaster Bldg, Wastewater Treatment Plant, Baranof Park Ice-Rink.	\$ <u>2.325</u> (per gallon)
4. Heating Fuel No. 1 – This will be needed for blending purposes For cold weather conditions, and will be awarded to the vendor who is selected to provide heating fuel products.	\$ <u>2.325</u> (per gallon)

The bid will be awarded on an individual basis for each of the above items.

Invitation to Bid No. 2017-004

May 5, 2017

Copy of current Business License and Certificate of liability insurance enclosed.

Bid price valid for 30 days.

Terms 30 DAYS PER INVOICE DATE

Submitted by:

Tony Duric Signature North Pacific Fuel Business Name

Terminal Manager Title 715 Shelkof st Address

907-486-3345 Telephone Kodiak AK 99615 City, State, Zip

Dated: 6/8/17

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *mt*
Thru: Mark Kozak, Public Works Director
Date: June 22, 2017

Agenda Item: V. f. Authorization of Bid Award for FY2018 Sodium Chloride

SUMMARY: Each year Public Works combines deicing salt with ¼ inch rock chips for winter deicing and traction control on City streets and parking lots. Annually the quantity of product requested is based on the remaining stock on hand and the previous winter's consumption. The City's last bid for salt was in FY2015. We purchased a small quantity at the end of FY2016 by quote. At the present we have limited remaining stock on hand. A bid was advertised on May 5, 2017, for 300 tons of salt for winter deicing. Bids were opened on June 8 and we had one bidder. Staff recommends Council authorize the award of the FY2018 sodium chloride supply to Round Butte Products in the amount of \$104,936.83.

PREVIOUS COUNCIL ACTION: The Public Works Department typically bids for the City's winter sodium chloride supplies each spring. City Council approves the salt bid award in the late spring prior to the start of the new fiscal year.

BACKGROUND: In 1997, the Council approved the building of a salt storage building at the Public Works yard. This allowed the City to mix the salt with ¼ inch rock chips and store the mixture for winter use. The salt and chips are mixed in a rough 50/50 mixture based on weight. By mixing, Public Works staff has been able to reduce the amount of salt used in the winter, resulting in cost savings for winter deicing. Public Works has made further cost reductions by distributing the mix at stop signs, on hills, and at intersections rather than along the entire length of a street or road. However, using the mixture of salt and chips increases maintenance costs for street sweeping and storm drainage cleaning in the spring. Public Works continues to monitor the cost effectiveness of the 50/50 mixture to ensure overall savings. Because the amount of pavement the City is responsible for has increased, the amount of funds expended on deicing and traction control has seen a corresponding increase.

DISCUSSION: A result of several mild winters, our last salt bid was in FY2015. We purchased a small quantity of salt by quote in late FY2016, which took us through the winter of FY2017. At the present we have some salt/chip mixture remaining in the storage dome but no additional stock on hand. The bid result for 300 tons of salt for FY2018 came in at \$349.79/ton. In FY2013 the bid price was \$321.50/ton, in FY2014 the cost was \$329.77/ton and in FY2015 the cost was \$340.83/ton.

One bid was received at the bid opening on June 8, 2017, for our winter salt supply. It is listed in the table below.

Bidder	Amount
Round Butte Products 36510 SE 13 th Street Washougal, WA 98671	\$104,936.83

ALTERNATIVES:

- 1) Authorize the bid award for road salt to the lowest bidder, Round Butte Products, which is the recommended option.
- 2) Do not authorize the bid award, which is not recommended, because it would impact the level of service currently provided.

FINANCIAL IMPLICATIONS: The annual supply of road salt is budgeted in the Public Works Department Street supplies account. This year's bid from Round Butte is \$8.96/ton more than in FY2015.

STAFF RECOMMENDATION: Staff recommends Council authorize the award of the FY2018 winter sodium chloride supply to Round Butte Products as the low bidder in the amount of \$104,936.83 with funds coming from the General Fund, Public Works Department, Street Supplies Account.

CITY MANAGER'S COMMENTS: The Public Works staff continues their efforts to control costs associated with the purchase and use of road salt. I support staff's recommendation to award the FY2015 sodium chloride bid to Round Butte Products as the low bidder.

ATTACHMENTS:

Attachment A: Round Butte Products salt bid # 2017-003

Attachment B: Letter from Morton Salt Inc. salt bid #2017-003

PROPOSED MOTION:

Move to authorize the FY2018 sodium chloride bid to Round Butte Products in the amount of \$104,936.83 with funds coming from the FY2018 Public Works Department, Street Supplies account.

Invitation to Bid 2017-003

May 5, 2017

BID FORM

TO: Mike Tvenge, City Manager
City of Kodiak
710 Mill Bay Road, Rm #114
PO Box 1397
Kodiak AK 99615

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

In compliance with your Invitation to bid for Bid No. 2017-003 for Sodium Chloride FY 2018 dated May 5, 2017, the undersigned hereby proposes to provide the following:

Item	Total Bid amount
1. 300 Tons of Sodium Chloride	1,104,936.83
2. If the City requires additional quantity over the 300 ton, will Vendor guarantee the same unit cost per ton through June 30, 2018 As stated in item number above? Yes _____ No <input checked="" type="checkbox"/>	

If no, please explain:

Yes but added Fuel surcharges are 27% (cannot at Samson) must be added to cost

Type of packaging (circle): A or **B**

Alternate Explain

Identical to last several years delivered 2009-2014

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

Invitation to Bid 2017-003

May 5, 2017


Copy of current Business License and City Sales Tax Registration enclosed.

Bid price valid for 60 days.

Terms Net 30 Dated _____

Submitted by:

Dated: _____



Signature

Round Butte Products

Business Name

Owner

Title

36510 SE 13th Street

Address

Telephone

Washougal WA 98671

City, State, Zip

Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional
Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Business Licensing > Online > Confirmation Page

ONLINE BUSINESS LICENSING

State of Alaska
Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

Confirmation

STEP 1 - PRINT AND RETAIN THIS PAGE FOR YOUR RECORDS.

This page may be used as proof of licensure until you receive your business license by mail.

STEP 2 - SELECT THE METHOD TO RECEIVE YOUR LICENSE:

- Print your license immediately online.
- OR -
- Receive your license in the mail (mailed within 2 - 3 business days).

STEP 3 - PROCEED

[Business License Detail Page for License #1054007](#)

Business License #1054007 has been issued

Expiration Date: 12/31/2017

Business Name: ROUND BUTTE PRODUCTS

Primary Line of Business: 42 - Trade

Primary NAICS: 424690 - OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANT WHOLESALERS

Professional Lic #(s): not required

Owner Name: WILLIAMS, JOHN F

Payment Information

Receipt Number: 10775642

Receipt Date: 5/9/2017

Payor Name: JOHN WILLIAMS

Payment Amount: \$25

Juneau Mailing Address

P.O. Box 110806
Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770

Phone Numbers

Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address

550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
FAX: (907) 269-8156



JUNE 6, 2017

City of Kodiak
710 Mill Bay Road
RM# 114
Kodiak, AK 99615

SUBJECTS: BID NO. 2017-003 SODIUM CHLORIDE FY2018
OPENING: 06/08/2017 @ 3:00PM

Dear Sir/Madam:

Thank you very much for submitting to us your "Invitation to Bid" on the above contract.

However, at this time we respectfully submit a No Bid. We request that you retain us on your mailing list for future proposals.

ENCLOSED PLEASE FIND A SELF-ADDRESSED, STAMPED ENVELOPE PROVIDED IN ORDER TO RECEIVE THE COMPLETE BID RESULTS.

Sincerely,



Anthony T. Patton
Director, U.S. Gov't Bulk
Deicing Sales & Marketing

Encl.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

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

Date: June 22, 2016

Agenda Item: V. g. **Authorization of Bid Award of Kodiak Wastewater Treatment Plant Centrifuge Installation Project No. 17-03/7519**

SUMMARY: In September 2016, Council approved a design project to install a new Andritz Centrifuge at the City's Wastewater Treatment Plant (WWTP). The intent of the Centrifuge was to replace the existing 24-year old Andritz belt filter press (belt press). The project was advertised for bid on May 5 and bids were opened on June 7, 2017. We received one bid. Staff recommends Council award the Wastewater Treatment Plant Centrifuge Installation Project No. 17-03/7519 to Bering Industrial Contractors Inc. in the amount of \$341,550 with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No. 7519.

PREVIOUS COUNCIL ACTION:

- Council authorized the design for the installation of a Centrifuge at the WWTP to CH2M on September 22, 2016.
- Council authorized the purchase of an Andritz Centrifuge at the December 8, 2016, meeting.

DISCUSSION: The City of Kodiak operates a secondary wastewater treatment plant. The secondary treatment plant treats to a much higher level than a primary plant, which most communities in Alaska operate. During the biological treatment process, solids are reduced to a waste product called sludge. This product is then run through the existing belt press and the final de-watered product is called bio-solids. We now compost the bio-solids at our new Composting Facility into Class A, EQ compost that is available for unrestricted use.

Using the belt press for the de-watering process typically results in 16-22% bio-solid cake content. The de-watering process is normally two days per week, with a weekly production between 40 and 55 cubic yards.

There are a couple of primary reasons for installing a centrifuge for de-watering at this time. The first is the increased solids content of the bio-solids produced. Todd Williams (Compost Design Engineer) used an average of 18% solids content for the bio-solids during the composting facility design. This was based on the average solids content over the entire year. We see periods that solids content is as low as 16% to a high of 22%.

The second reason is the need to either rebuild or replace the belt press with a de-watering machine. Centrifuges have improved significantly over the years and are now the preferred method for de-watering. By undertaking this installation of a centrifuge at this time, we would still have many years of serviceable life remaining in the belt press as a back up to the centrifuge. As it is now, if the belt press was to fail, we have no means to de-water. We have operated that way since the WWTP was built, but the concern over this issue has always been there.

This contract will install the new Andritz Centrifuge purchased by the City in December 2016. It will also replace two of the existing sludge pumps with new variable frequency drive (VFD) pumps, new electrical control panels, water and wastewater piping, and connections to the centrifuge.

The SCADA system and operational programming is included in the CH2M construction management contract.

ALTERNATIVES:

- 1) Approve the construction contract award to Bering Industrial Contractors Inc., which is staff's recommendation. This will allow for the first time for the WWTP to have a redundant back up to a critical piece of operation machinery.
- 2) Council may delay or not approve the design contract, but this is not recommended. However, this leaves us in a vulnerable situation. If we have a failure of certain parts, we have no operational means to de-water sludge, which than could lead to a significant permit violation.

FINANCIAL IMPLICATIONS: The design, purchase and installation of a centrifuge are included in the FY2017 budget.

STAFF RECOMMENDATION: Staff recommends Council authorize the construction contract with Bering Industrial Contractors Inc. for the Wastewater Treatment Plant Centrifuge Installation Project No.17-03/7519 in the amount of \$341,550 with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No. 7519.

CITY MANAGER'S COMMENTS: Council has purchased the centrifuge and accessory equipment. This authorization will provide for the installation. What I am most comfortable with is the redundancy we will now have and not be solely reliant on a dated piece of equipment which is not fully supported with available replacement parts. Secondly, this is expected to reduce the volume of wood chips needed at the compost facility, which creates efficiency and a long term cost savings. I support the installation of this centrifuge.

ATTACHMENTS:

Attachment A: Bid Tab

PROPOSED MOTION:

Move to authorize the bid award for the Wastewater Treatment Plant Centrifuge Installation Project No.17-03/7519 with Bering Industrial Contractors Inc. in the amount of \$341,550 with funds coming from the Sewer Capital Improvement Fund, Wastewater Treatment Plant Centrifuge Project No. 7519.

JUNE 22, 2017
Agenda Item V. g. Memo Page 3 of 3



Bid Tab WWTP Centrifuge Installation PN 17-03/7519 PN 17-03

Bid Date: Wednesday, June 07, 2017

<i>Bid Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Engineers Estimate</i>	<i>Bering Industrial Contractors Inc</i>
1	Install centrifuge, sewage sludge pumps, replace pumps, complete piping and electrical upgrades	1	Lump Sum	\$390,000.00	\$341,550.00
Grand Total				\$390,000.00	\$341,550.00

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Thru: Mark Kozak, PW Director

Date: June 22, 2017

Agenda Item: V. h. Authorization of Professional Services Contract for Upper Bettinger Dam Seismic Stability Analysis, Project No. 18-01/7042

SUMMARY: In May of 2016, the field work was completed for our 2016 Periodic Dam Safety Inspections with final reports approved and certificates to operate the dams issued by the Alaska Department of Natural Resources (ADNR) Dam Safety division on April 24, 2017. Part of the special conditions of the Certificate to Operate Upper Bettinger Dam AK 00022 is to submit a plan and schedule to complete a Seismic Stability Analysis for the dam within one year. The timing was negotiated in order to assure funding in the FY2018 budget to complete the work. Staff requested a seismic stability analysis proposal from Golder Associates, and it has been reviewed and approved by Dam Safety division. Staff recommends Council approve the professional service contract with Golder Associates for the Upper Bettinger Dam Seismic Stability Analysis Project No. 18-01/7042 in the amount of \$75,000 with funds coming from the Water Capital Improvement Fund account 7042.

PREVIOUS COUNCIL ACTION: Every three years since 2001, Council has awarded the required Periodic Dam Safety inspections to Golder Associates.

BACKGROUND: State Dam safety regulations require that all Hazard Class I and Class II dams have a periodic safety inspection completed every three years. This inspection must be completed by an independent Alaskan licensed engineer with the scope of work and engineer both pre-approved by the Dam Safety division prior to the inspections taking place.

DISCUSSION: Upper Bettinger Dam AK 00022 is classified as a Hazard Class I dam. State regulations define a Hazard Class I dam as a dam whose failure would, in the opinion of the commissioner, result in probable loss of human life. In addition, the hazards identified for Class II dams also apply, which include significant danger to public health, and probable loss of or probable significant damage to homes, occupied structures, and multiple other items such as roads, property, and anadromous fish streams and habitat.

Upper Bettinger Dam was constructed in 1968 and is the primary water storage reservoir prior to water entering the water treatment plant. It contains approximately 22 million gallons of water. The dam is a rock fill dam with an internal clay core. In 1971, the dam was modified to reduce leakage by adding

vertical sheet piling along the center line of the dam and grouting the embankment material on the reservoir side of the sheet piles. There is very limited design information about the dam other than the as built drawings. There is no information that describes the original design assumptions (seismic criteria) and details.

In 1978, the US Army Corp of Engineers did a hydrologic and hydraulic analysis's as part of a Phase I report. A stability analysis was done by International Engineering Company (IECO) as part of Phase II in 1979. Based on the work that was done in 1978 and 1979, Dam Safety has included a requirement to have a Seismic Stability Analysis completed for Upper Bettinger Dam. Within the special conditions on the Certificate to Operate, the City has to provide Dam Safety a scope of work and schedule to have the analysis completed within one year.

Dam Safety was agreeable to provide the extended time in order for the City to fund the project. This project was included in the CIP for FY 2018. In addition, depending on the outcome of the seismic stability analysis, we may have to update the existing inundation study and flood zone mapping for Selief Lane to match the results of the stability analysis.

The details of the scope of work are included in the Golder proposal. In general, it includes a field geotechnical investigation with test borings to bedrock, laboratory analysis of the materials the dam is constructed with and water level sample and monitoring. Once all the field and laboratory analysis are complete, Golder will use different computer modeling programs to analyze the performance of the dam under different seismic events and then prepare the final report.

ALTERNATIVES:

- 1) Current State regulations require that all Hazard Class I and II dams have a periodic dam safety inspection completed every three years. If the dam's inspection is satisfactory to ADNR Dam Safety, they issue a new Certificate to Operate the dam for another three-year period. These certificates contain monitoring and maintenance requirements as well as special conditions, which lay out any particular items that might need to be addressed prior to or at the next inspection cycle. Dam Safety included the need for us to complete a seismic stability analysis of Upper Bettinger Dam in the special conditions of the Certificate to Operate. Staff recommends we complete this work as soon as we can. This dam is critical to our community water supply as well as to the safety of our community.
- 2) There is a bit of time before we must complete this required analysis per the requirement listed in the special conditions, but staff does not see any benefit to delay. Therefore, we do not recommend delay in completing the required seismic stability analysis.

FINANCIAL IMPLICATIONS: This project was not listed in the CIP list I had for our dams. However, it has been a concern of the State Dam Safety Division for some time because of its Hazard Classification. Funds are available in the Water Capital Improvement Fund and so a project nomination

form to complete the seismic stability analysis was submitted and included in the FY2018 budget. The first part of the funding is to complete the seismic stability analysis. Additional funds have been included in the project because Dam safety has noted that depending on the outcome of the seismic stability analysis, we may need to update or redo the existing inundation study and flood zoning mapping for Selief Lane.

STAFF RECOMMENDATION: Staff recommends Council approve the professional service contract with Golder Associates for the Upper Bettinger Dam Seismic Stability Analysis Project No. 18-01/7042 in the amount of \$75,000 with funds coming from the Water Improvement Fund Project 7042.

CITY MANAGER'S COMMENTS: I commend staff for maintaining compliance with the Dam Safety certification. The dam is integral in our community's water supply, and I recommend Council approve this required inspection.

ATTACHMENTS:

Attachment A: Golder Associates proposal dated June 8, 2017

PROPOSED MOTION:

Move to authorize the professional service contract with Golder Associates for the Upper Bettinger Dam Seismic Stability Analysis Project No. 18-01/7042 in the amount of \$75,000 with funds coming from the Water Improvement Fund Project 7042.



June 8, 2017

P1777694

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

RE: PROPOSAL TO PERFORM A SEISMIC STUDY FOR THE BETTINGER UPPER RESERVOIR DAM IN KODIAK, ALASKA

Dear Mark:

Golder Associates Inc. (Golder) is pleased to present to the City of Kodiak this proposal to perform a seismic stability analysis of the Bettinger Upper Reservoir Dam (NID ID#AK00022). The Alaska Department of Natural Resources Dam Safety and Construction Unit (ADNR Dam Safety) requested a current seismic stability analysis for Bettinger Upper Reservoir Dam as a part of the conditional approval of the periodic safety inspections (PSI) of the City of Kodiak Dams. This proposal was revised from our original proposal, dated April 6, 2017, to incorporate comments received from ADNR Dam Safety on May 25, 2017.

ADNR Dam Safety also requested consideration of a new inundation study dependent on results of the stability analysis. The inundation study is not included in the scope of this proposal, but a rough cost for performing those services, if necessary, is estimates to be approximately \$25,000 to \$30,000.

1.0 BACKGROUND

The Bettinger Upper Reservoir Dam was constructed in 1968 as a rockfill dam with an internal clay core that is founded on weathered bedrock and glacial till. In 1971, the dam was modified to reduce leakage by adding a vertical sheet pile wall along the centerline and grouting the upstream side of the wall. The boundaries of the sheet pile wall are not shown on the as-built drawings and are not well known.

2.0 SCOPE OF SERVICES

Our scope of service will include project management, a geotechnical investigation, geotechnical laboratory testing, and analysis and reporting. To perform the seismic stability analysis of the dam, a geotechnical investigation is necessary to collect additional data, and will include the following:

- Determining dam material properties (i.e., rockfill and clay core) and bedrock depth by performing a geotechnical investigation, which will include drilling boreholes, collecting soil samples, and performing laboratory testing.
- Estimating the phreatic surface using groundwater data collected from piezometer standpipes installed in the boreholes during the geotechnical investigation.
- The sheet pile wall limits and installed piezometer standpipes will be surveyed by a local survey company.

Details on the various project tasks are outlined in the sections below.

2.1 Project Management and Permits

Prior to performing the geotechnical investigation, Golder will prepare a cover letter of intent and an "Application for Certificate of Approval to Construct, Modify, Repair, Remove or Abandon a Dam" for ADNR

Bettinger Upper Seismic Study

Golder Associates Inc.
 2121 Abbott Road, Suite 100
 Anchorage, AK 99507 USA
 Tel: (907) 344-6001 Fax: (907) 344-6011 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

Dam Safety's review and approval. Golder will also prepare a site specific Health and Safety Plan (HASP) and coordinate underground utility locates prior to the field work.

2.2 Geotechnical Investigation and Laboratory Testing

For this project, four borehole locations will be drilled at the dam at the proposed locations shown in Figure 1, and include two boreholes located at the crest on opposite sides of the sheet pile wall, one borehole located mid-slope on the access road, and one borehole located at the toe of the dam embankment. Because boulders may be encountered during drilling, the drilling for the boreholes will be terminated at least 10 feet into the bedrock either using air-rotary or core methods to confirm bedrock is reached. From the dam as-built plan and profile we anticipate the boreholes will be drilled to the following depths below the ground surface: 70 feet for the two boreholes at the crest, 50 feet for the mid-slope borehole, and 30 feet for the borehole at the toe.

The boreholes will be advanced using a truck-mounted drill rig using air-rotary drilling method to advance a 4-inch steel casing. The drilling equipment is owned and operated by Discovery Drilling Inc. (Discovery), who will be subcontracted through Golder. A three-inch outside diameter (LPT) split-spoon sampling equipment will generally be used to collect soil samples ahead of the casing samples, and blow counts for driving the sample spoon using a 340-pound hammer will be recorded. The 340-pound hammer will have a recent hammer energy calibration to determine the correction to adjust the field recorded blow counts to a standard penetration test (SPT) N-Value. Coring will be performed using an NQ or HQ sized core barrel through the bedrock.

Samples will be collected at continuous intervals in the clay core, fine fill materials, and within the native soils overlying bedrock. To collect undisturbed soil samples of the clay core, selected sample intervals will be collected using a Shelby tube sampler. Selected Shelby Tube samples will be retained in the event that additional testing for permeability is needed. Rock core will be stored in core boxes, photographed, and classified in the field based on International Society of Rock Mechanics (ISRM) standards for weathering, rock strength, core recovery, Rock Quality Designation (RQD), fracture index, and description of discontinuities.

A Golder field geologist / engineer will be on-site to direct the work, log the boreholes, and classify the soil based on the Unified Soil Classification System (USCS). After field classification of the recovered soil samples by our geologist/engineer, representative portions of the soil samples will be retained for laboratory testing. Retained soil samples from the split-spoon sampler will be double sealed in polyethylene bags to reduce soil moisture loss during storage and shipment. Shelby tube samples will be sealed with caps and tape, and shipped upright in their orientation when collected.

The boreholes will be completed after drilling by installing piezometer standpipes for manually measuring the groundwater levels using a water level indicator. The standpipes will consist of a 2-inch Schedule PVC casing with a 5-foot machine-slotted screen at the bottom of the standpipe. The screen section of the standpipe will be backfilled with silica sand to one foot above the screen, with the remainder of the annulus backfilled with a neat cement grout up to 5 feet below the ground surface. The grout will consist Type I Portland Cement with a preferred water to cement ratio of 0.46 by weight (i.e., 5.2 gallons of water per 94 pound sack of cement) and a maximum water to cement ratio of 0.53 (i.e., 6 gallons of water per 94 pound sack). Gravel will be used to backfill the top 5 feet, and a flush-mount well cover set in concrete will be installed at the surface to protect the PVC casing of the standpipe.

A second field trip to collect groundwater levels from the installed piezometers will be performed.

2.3 Geotechnical Laboratory Testing

Selected soil samples will be tested in our Anchorage laboratory for soil index properties including moisture content, grain size distribution, Atterberg limits, specific gravity, and hydrometer. We propose to perform three-point consolidated undrained triaxial testing on the clay core materials to evaluate their strength properties.

2.4 Analysis and Report

A dam section model with phreatic groundwater surface will be developed for stability analyses based on available as-built drawings, survey and groundwater elevations, and material properties determined from the geotechnical investigation. The stability analysis results will be described in a report that will include details on input parameters for the analyses and references used, and a summary of the geotechnical investigation and laboratory testing. The report will include the following:

- Defining the site seismic parameters using data from the geotechnical investigation and USGS hazard mapping. These parameters will include the seismic coefficients, return period, and levels of potential ground motions (e.g. duration, frequency, amplitude and predominant period of ground vibrations, and peak ground accelerations).
- Verifying the dam is not subject to liquefaction based on the local geology, historical record, and simplified methods using sampler blow counts from the geotechnical investigation adjusted to SPT N-values. The liquefaction analysis will evaluate earthquake induced pore pressures in the materials susceptible to liquefaction.
- Performing a static stability analysis and pseudo-static seismic stability analysis using selected seismic coefficients, and verifying the calculated factor of safety (FoS) is greater than 1.0. If the FoS is less than required, we will estimate deformations using a simplified seismic slope displacement procedure by the 2007 Bray and Travasarou method. However, a numerical analysis model is the state of the practice for estimating seismic deformations in the event a pseudo-static stability FoS is less than one. Numerical modeling costs are not included in this proposal. As a contingency for seismic numerical modeling, we will retain Shelby tube samples of the clay core materials, if available, for additional cyclic testing as necessary.

The seismic stability analysis will take the following into account:

- Two levels of design earthquakes will be selected and analyzed: the Operating Basis Earthquake (OBE) and the Maximum Design Earthquake (MDE). The OBE will be defined based on probabilistic evaluation of the frequency of regional earthquakes using USGS data and the useful life span of the facility. The MDE will also be selected using a probabilistic evaluation of the USGS return plots; the dam type, size, and geometry; and the reservoir capacity.
- The seismic analysis will include an analysis of the dynamic response of the dam to inertial forces and potential reductions or loss of strength and stiffness in the foundation and dam materials as a function of the design ground motions, and an analysis to verify that the dam reservoir embankments will adequately resist slides during the design earthquakes.

At this time, the analysis and cost estimate does not include an inundation study, as the necessity of one is dependent on the results of the seismic analysis.

3.0 COST AND SCHEDULE

The estimated cost for the scope of services is approximately \$75,000, and will be billed on a time and materials, not to exceed basis, using our attached 2017 rate schedule. The breakdown of the cost estimate is summarized in the attached spreadsheet.

The starting date is dependent on when we receive authorization to proceed (currently scheduled for fiscal year 2018) and subcontractor availability. The above cost estimate assumes we won't be able to share the mobilization and that the rig's hammer will be calibrated prior to arriving on-site. Additional charges or credits, as detailed in the attached cost estimate, may be incurred if these assumptions are not met. We will attempt to schedule the work to coincide with other work in Kodiak to reduce subcontractor mobilization cost. We expect to submit our draft report within eight weeks of completion of fieldwork, and the final report will be submitted within one week after receiving all draft review comments.

4.0 AUTHORIZATION TO PROCEED

If you are in agreement with this proposal, please provide your professional services agreement for Golder principal review. Also, please include any prime contract flow down provisions relevant to our services for review.

If you have any questions or concerns on this proposal and cost estimate, please contact us.

Sincerely,

GOLDER ASSOCIATES INC.



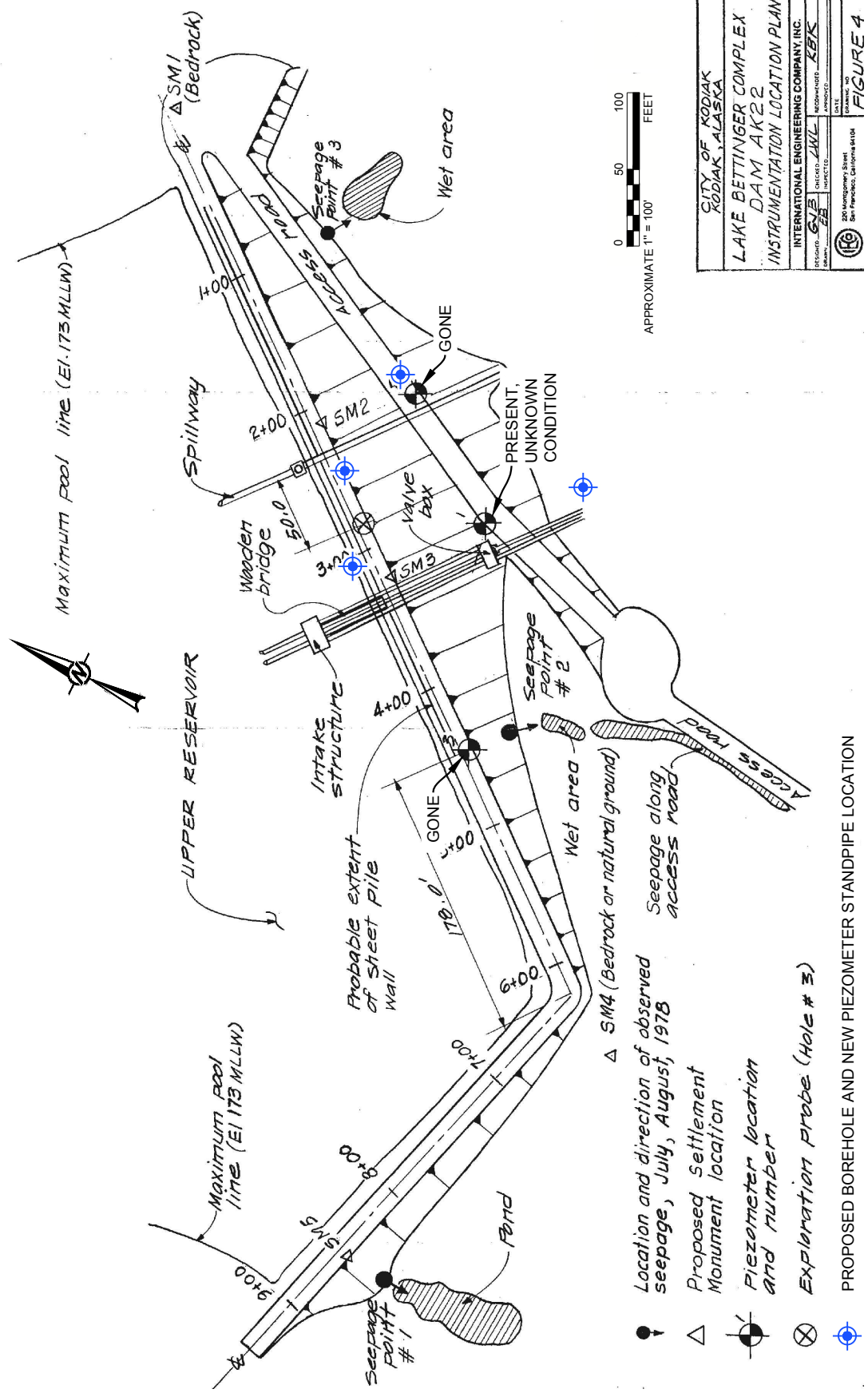
Christopher A. Valentine, PE
Senior Project Engineer



Steven L. Anderson, PE
Associate and Senior Geotechnical
Engineering Consultant

Attachments: Figure 1 – Proposed Borehole / Piezometer Standpipe Locations
Cost Estimate
Golder Associates Inc. 2017 Rate Schedule

CAV/SLA/mlp



- Location and direction of observed seepage, July, August, 1978
- △ Proposed Settlement Monument location
- ⊗ Piezometer location and number
- ⊕ Exploration probe (Hole # 3)
- ⊙ PROPOSED BOREHOLE AND NEW PIEZOMETER STANDPIPE LOCATION

CITY OF KODIAK
 KODIAK, ALASKA
 LAKE BETTINGER COMPLEX
 DAM AK22
 INSTRUMENTATION LOCATION PLAN

INTERNATIONAL ENGINEERING COMPANY, INC.
 PROJECT NO. 177694
 DRAWN BY: GJB
 CHECKED BY: ZB
 DATE: 2017-03-29
 SCALE: AS SHOWN
 SHEET NO. 4 OF 4
 DRAWING TITLE: INSTRUMENTATION LOCATION PLAN

REFERENCE(S)
 BASE MAP FROM INSTRUMENTATION LOCATION PLAN, LAKE BETTINGER COMPLEX DAM AK22, BY INTERNATIONAL ENGINEERING COMPANY, INC. TO CITY OF KODIAK.

CLIENT
 CITY OF KODIAK

CONSULTANT
 Goldier Associates

PROJECT
 KODIAK BETTINGER DAM

TITLE
 PROPOSED BOREHOLE / PIEZOMETER STANDPIPE LOCATIONS

CONTRACT NO.
 P-177694

REV.
 A

FIGURE
 1

DESIGNED	2017-03-29
PREPARED	APG
REVIEWED	CAV
APPROVED	SLA

**COST ESTIMATE FOR
Bettinger Upper Dam Seismic Study, Kodiak, AK**

Task & Subtask Description	Name, Rate & Projected Hours											Golder Costs				Subcontractor or Direct Costs				TASK TOTAL		
	GOLDER ASSOCIATES											Estimated Misc. Expenses (Estimated as 7% of labor)	Total Golder Labor & Expense	Unit Rate	Subcontractor or Direct Cost	Markup	Total Subcontractor or Direct Cost					
	Practice Leader	Practice Leader	Senior Consultant	Engr/Geo	Sr. Project Engr/Geo	Project Engineer	Staff Engineer	Engr/Geo	Drafter / Engr. Tech	Senior Admin	Labor											
Billing Level	8	7	6	5	4	3	2	1	D3	B3	\$90											
Billing Rate	\$250	\$230	\$190	\$165	\$140	\$120	\$100	\$90	\$105	\$105	\$90	\$1,960	\$137	\$2,097	\$	\$	\$	\$	\$	\$	\$	\$
TASK TOTAL	0	0	2	0	14	0	0	0	0	0	1	\$ 470	\$ 33	\$ 503	\$	\$	\$ 920	\$ 138	\$	\$	\$ 1,058	\$ 3,658

1. Project Management and Permits																						
Project Management / Coord. With ADNIR Dam Safety																						
ADNIR Dam Safety Permit Fee to Install Instrumentation (2% of Task 2 or \$500 min)																						
Health and Safety Plan																						
TASK TOTAL	0	0	2	0	14	0	0	0	0	0	1	\$ 470	\$ 33	\$ 503	\$	\$	\$ 920	\$ 138	\$	\$	\$ 1,058	\$ 3,658

2. Geotechnical Investigation																						
Field Investigation																						
Additional trip to collect groundwater data																						
Airfare																						
Car Rental																						
Room and Board																						
Equipment																						
Drilling Subcontractor Costs																						
Mobilization/Demobilization from Anchorage																						
Credit for Shared Mobilization/Demobilization with crew and drill in Kodiak																						
Hammer Energy Calibration (may be necessary for shared mobilization)																						
Daily Rate (includes expenses)																						
2-inch PVC for Piezometer Standpipe																						
Sand and Grout (per bag)																						
Installation of Protective Casing																						
Survey of Installed Piezometer Standpipes and Sheet Pile Cutoff Wall																						
TASK TOTAL	0	0	5	0	56	0	0	0	0	0	0	\$ 8,790	\$ 615	\$ 9,405	\$	\$	\$ 31,830	\$ 4,775	\$	\$	\$ 2,300	\$ 46,010

3. Geotechnical Laboratory Testing																						
Laboratory Costs																						
Moisture Content																						
Sieve Analysis																						
Hydrometer																						
Atterberg Limits																						
Specific gravity																						
Triaxial, CU (ASTM D4767)																						
TASK TOTAL	0	0	0	0	0	0	0	0	0	53	\$ 1,255	\$ 4,240	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 4,240

3. Analysis and Report																						
Analysis																						
Prepare Draft Report																						
Final Report																						
TASK TOTAL	0	0	32	0	88	0	0	0	0	3	\$ 1,373	\$ 20,988	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 21,046

GRAND TOTAL = \$ 74,954





GOLDER ASSOCIATES INC.
ANCHORAGE, ALASKA
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2017

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
C8	Sr.Practice/Program Leader	\$250
C7	Practice/Program Leader	\$230
C6	Senior Consultant	\$190
C5	Senior Engineer/Scientist	\$165
C4	Senior Project Engineer/Scientist	\$140
C3	Project Engineer/Scientist	\$120
C2	Staff Engineer/Scientist	\$100
C1	Engineer/Scientist	\$90
D3	Senior Draftsperson	\$105
D2	Staff Draftsperson	\$85
D1	Draftsperson	\$70
T3	Senior Technician	\$100
T2	Staff Technician	\$90
T1	Technician	\$70
B3	Senior Admin Support	\$90
B2	Staff Admin Support	\$80
B1	Admin Support	\$70

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.


Non-labor direct project costs listed below will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Photocopies	\$0.15/page
Color Plotter (D&E size)	\$12/plot
Vehicle (local use)	Government Rate

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager 

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

Date: June 22, 2017

Agenda Item: V. i. **Authorization of Amendment No. 1 to the Professional Services Contract for Wastewater Treatment Plant Centrifuge Installation Construction Phase Engineering Services, Project No. 17-03/7519**

SUMMARY: In September 2016, Council approved a design project to install a new Andritz Centrifuge at the City's Wastewater Treatment Plant (WWTP). The centrifuge will replace the existing 24 year old Andritz belt filter press (belt press). Bering Industrial Contractors is scheduled to begin replacement in July 2017. This request is for approval of Construction Phase Engineering Services with CH2M. Staff recommends Council authorize Amendment No. 1 to the Professional Services Contract with CH2M for Project No. 17-03/7519 in the "not to exceed" amount of \$76,000 with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No. 7519.

PREVIOUS COUNCIL ACTION: Council approved the design and biddings services for this project to CH2M during the September 22, 2016, regular council meeting.

DISCUSSION: CH2M prepared design and bidding documents for the project. The key elements of the design included structural evaluation of the flooring system, electrical supply, configuration of the conveyor system, sludge pumping, and chemical feed system. All were evaluated and designed so the centrifuge will be the primary de-watering method. The belt press will remain in place and would be available as a backup for de-watering if needed.

CH2M has led the planning and design of the centrifuge project and is most familiar with the technical aspects of the work. Under this contract amendment, CH2M will provide key elements of construction engineering including office engineering services such as submittal review and responding to contractor Requests for Information (RFI's) as well as other office services identified in the proposal letter included (Attachment A).

CH2M will perform a limited amount of onsite services including Special Inspections, assisting with equipment start up, and performing Control System Programming. City staff will provide the day-to-day monitoring of construction and coordinate with the engineer as needed.

JUNE 22, 2017
Agenda Item V. i. Memo Page 1 of 2

CH2M will prepare Alaska Department of Environmental Conservation (ADEC) submittals for approval. This work includes CH2M preparing the Record Drawings from the contractor provided Red-Lines of project changes. CH2M will include the Record Drawings in a letter to ADEC requesting final approval to operate the new equipment.

ALTERNATIVES:

- 1) Approve Amendment No. 1 with CH2M, which is staff's recommendation. This will provide the engineering services needed during construction to ensure a successful start up of critically important new equipment at the WWTP.
- 2) Council may delay or not approve the contract. This is not recommended, because the City has pre-purchased the centrifuge which is scheduled for delivery in July, and CH2M services are necessary to ensure the project meets all the requirements of the design.

FINANCIAL IMPLICATIONS: The design and installation of a centrifuge was included in the FY2017 budget. This project will have a positive cost savings in the operation of the Composting Facility.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the professional services contract with CH2M for Construction Phase Services, for the Wastewater Treatment Plant Centrifuge Project with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No.17-03/7519.

CITY MANAGER'S COMMENTS: Staff has packaged this project together starting with design, purchase, installation, and construction management. This centrifuge system will save time and money when compared to the belt press operation. This will also mitigate the potential for equipment failure as the belt press parts are no longer stocked items. I support the professional services contract with CH2M.

ATTACHMENTS:

Attachment A: CH2M proposal letter dated May 19, 2017

Attachment B: Professional Service Agreement authorized in September 2016

PROPOSED MOTION:

Move to authorize Amendment No. 1 to the professional services contract with CH2M for Construction Phase Services for the Wastewater Treatment Plant Centrifuge Project No. 7519 in an amount not to exceed \$76,000 with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No.17-03/7519.



CH2M
949 East 36th Ave
Suite 500
Anchorage, AK 99508
Tel 907.762.1500
Fax 907.257.2017

May 19, 2017

Glenn Melvin, P.E., City Engineer
City of Kodiak
2410 Mill Bay Road
Kodiak, AK 99615

Subject: WWTP Centrifuge Installation Construction Phase Engineering Services
Scope and Fee Proposal

Dear Mr. Melvin:

CH2M HILL Engineers, Inc. (CH2M) appreciates this opportunity to submit our proposal for the City of Kodiak's WWTP Centrifuge Installation Construction Phase Engineering Services project. We are proposing that this new scope of work be incorporated into our existing design services contract as a contract amendment.

All Construction Phase Engineering Services work is to be invoiced to the City on the Time and Expense basis using CH2M's standard billing rates for 2017 and all expenses billed at invoice cost plus ten percent. We have set the scope of services such that you can direct CH2M to reduce the number of planning field trips as you deem appropriate towards the successful completion of this phase of the project.

As you know, CH2M had significant involvement with your Owner Furnished Equipment supplier, Andritz, during the project's design phase. Our knowledge of the supplier and the centrifuge equipment will provide high value to the City during the project's construction phase.

Assumptions

This scope of work is based on a set of assumptions used to define the work and is the basis for CH2M's construction phase service budget. Major assumptions are listed below; additional assumptions are noted in individual task descriptions. City will provide significant manpower for construction phase activities necessary to achieve the Project's construction phase objectives. These activities and services are identified in section titled City Furnished Services below.

1. CH2M's role will be to serve as a technical resource to provide assistance as scoped and budgeted herein and requested by City.
2. The budget for this Work is based, in part, on a five month construction duration from the pre-construction conference and issuance of Construction Contractor Notice-To-Proceed to final Contractor payment and our completion of Record Drawings and application to ADEC for Final Approval to Operate the new equipment.

3. CH2M's project responsibilities will not exceed those provided in the Standard General Conditions of the Construction Contract as prepared by Engineers Joint Contract Documents Committee (EJCDC) or as provided in this proposed scope of services.

City of Kodiak-Furnished Services

The following services and activities will be provided or performed by City.

1. City will manage all aspects of Contract award, grant and loan applications, if any, processing, and administration, and coordination with all governing bodies for the construction project. City shall manage, coordinate, and undertake all aspects of Owner defined activities as presented in Division 1 and elsewhere in the Bidding Requirements and Contract Documents for the construction project, except as indicated otherwise elsewhere in this scope of work. City will be responsible for final approval of all change orders, claims, dispute resolution, termination, pay requests and similar non-engineering scope items.
2. City will pay any and all permit, printing, and other construction related fees, fines, or assessments.
3. City will make frequent site visits to observe construction progress, prepare inspection reports as necessary and other needed documentation, and provide any needed input to the Contractor regarding project scheduling, quality of the Work, testing requirements, and coordinate all required interface with the Owner-furnished equipment supplier. As such the City will be on site daily whenever there is active construction in progress. City personnel, and City Engineer in particular, will be responsible to observe that the Work is generally being completed in accordance with the Contract Documents. The City will be responsible for requesting assistance on an as-needed basis from CH2M, provided such assistance is within the approved scope of services and within available budget limits.
4. City will provide at least 3 working days notice any time the City desires CH2M personal be on site for periodic construction progress visits, final inspections, and startup.

We are proposing a scope of services that are summarized in five tasks provided below. Each task will contain an element of overall project management to make sure the activities of our design team are well coordinated and carried out consistent with the Contract Documents. A safety plan will be developed and used while our staff are on site. Our project manager can meet with any staff or managers upon request by the City.

Task 1 - Office Engineering Services

- a) Review Contractor Technical Submittals and maintain the Submittal Log. No more than 20 technical submittals are anticipated from the Contractor. All technical submittals will be reviewed by CH2M and returned to the Contractor either as "Approved", or to "Make Corrections Noted", or as "Revised and Resubmit". The City will be copied on all submittal responses. We anticipate that Contractor may want to make electronic submittals, which will be acceptable to us, provided the Contractor has first reviewed each submittal and secondly uses the proper transmittal form. We anticipate that one-third of the submittals

will be required to be revised and resubmitted. All administrative submittals will be reviewed and approved by the City, including Contractor monthly payment requests. The City will verify that all submitted certificates of insurance include both the City and CH2M Engineers, Inc., as additional insured.

b) Respond to Contractor Request for Information (RFI) and maintain the RFI Log. We assume that there will be no more than 20 RFIs for this project. Administrative RFI should be sent to the City and responded by the City. Technical RFI's should be sent to CH2M for our response.

c) Participate in City and Contractor teleconferences. We assume there not be more than one teleconference per week during active construction at the treatment plant and no more than a total of up to 12 construction progress conference calls.

d) Prepare Change Orders. For technical matters that require a change order, and if requested by the City, we will prepare the change order for City review and approval. The technical content will be transmitted electronically to City for City staff to format the content as desired. In the case of change orders that require drawings, pdf (electronic) copies of drawings will be transmitted to City. For this proposal we assume up to two technical change orders will be required. Administrative matters that require a change order will be the responsibility of the City.

e) Prepare Alaska Department of Environmental Conservation (ADEC) submittals for their approval. This work includes CH2M preparing the Record Drawings from the Contractor provided Red-Lines of project changes. We will include the Record Drawings in our letter to ADEC requesting final approval to operate the new equipment.

f) Project Invoicing. Our project accountant will prepare monthly invoice for project manager review. After that review and approval the monthly invoices will be sent to the City for approval and payment. At the end of the project the final invoice will be submitted to the City for approval and payment. If the City elects to have CH2M provide warranty phase services the final invoice will be at the end of the one-year warranty period.

g) Project Closeout. At the conclusion of the project we will archive our project records.

We are not proposing to prepare an operators' manual for the new equipment under this scope of services. If the City desires CH2M to prepare an operators' manual those service can be provided as an added scope of work task.

Day-to-day interface with the Contractor, Suppliers, and Subcontractors, Special Inspectors, Testing Lab Personnel, and any State personnel, such as ADEC, or federal personal that may visit the project site will be by the City and not CH2M.

Dispute resolution is not a part of CH2M's proposed scope of services.

Preparing and submitting Conformed Contract Documents are not part of CH2M's proposed scope of services.

Task 2 – Onsite Services Engineering

- a) Attend Preconstruction Conference. CH2M’s project manager will attend the Preconstruction Meeting at City’s office. City shall schedule the meeting. CH2M will facilitate the meeting and distribute meeting minutes after the meeting. The purpose of the meeting is to establish and discuss administrative procedures related to the construction contract, the Contractor’s project schedule, related procedures and answer any questions the Contractor may have for the City or CH2M. In particular special emphasis will be placed on the need for continued operation of the WWTP and the special requirements for the days sludge is being pumped and dewatered. One day-trip is planned for the preconstruction conference.
- b) CH2M staff will visit the construction site and attend meetings, as requested and directed by City, to provide miscellaneous technical support and assistance when deemed necessary by City. The task budget is based on up to five trips from Anchorage to Kodiak. If additional trips are required, or extended time is needed on site for each trip, additional task funds may be required. Three of the site visits are planned as day trips and two are planned to be two-day trips with overnight in Kodiak.
- c) CH2M staff will conduct the final inspection near the project’s completion at the request of the City. The result of the final inspection will be the development of a final punchlist for Work to be inspected by City staff when the punchlist Work is complete, unless the City requests that CH2M perform an additional site visit, provided that budget is available.
- d) CH2M’s scope does not include us providing a Resident Project Representative. In general, the City will be providing those services except for any City requested assistance by CH2M within our scope of services and available budget.

Task 3 – Assist the City with Startup Services

CH2M staff will assist City during the treatment equipment startup phase. The budget for this assistance is based on the involvement of one CH2M staff engineer during startup activities and assumes our engineer will be on site for two full days. The City will be responsible to schedule the centrifuge supplier staff for their startup activities. CH2M will coordinate with the Contractor and pump supplier to schedule their time at the WWTP. Associated with startup activities will be operator training activities. CH2M does not have in its scope of services to provide any operator training. CH2M provided training services can be added as a contract amendment if so desired by the City.

Task 4 – Control System Programming

- a) CH2M will program the PLC systems and configure the operator and the SCADA computer system to be located at the wastewater treatment plant control room. The control system will be programmed to provide the control system functionality illustrated on the design drawings and described in the Specifications. The control system programming will also include the integration of the vendor supplied centrifuge system controls.
- b) CH2M will provide field testing and services for the PLC and operator interface units after installation. All process control functions will be tested and demonstrated to City staff.

c) An Operator control manual will be prepared to document the programs and functions of the new wastewater equipment control system, but will not duplicate what is provided by the centrifuge supplier.

Task 5 - One Year Warranty Period Services

This task allows CH2M to provide support to the City during the warranty period, if needed. This task may be used to contact the Contractor and equipment suppliers if there are any warranty issue with the newly installed equipment. The contact with the Contractor and suppliers will be for the purposes of putting them on notice of an equipment failure or other issue that will need to be addressed for proper operation.

Proposed Project Team

- Project Manager - Floyd Damron
- Process Engineer - Ian Van Blankenstein
- Structural Engineer - Mark Parent
- Electrical and I&C Engineer - Breck Alderson
- I&C Programmer - Jared Tatro
- CADD Tech - Rory Benfield
- Project Accountant - Lora Brown
- Project Assistant - Sue Kennedy & Nadia Makarova

Proposed Project Budget

The proposed task budgets for the scope described are presented in the table below. CH2M labor will be billed at CH2M standard labor rates in effect for the year the work is performed and all expenses will be billed at 1.10 times actual cost. If any work needs to be accomplished in 2018, that year's billing rates will be used.

Proposed Overall Project Budget Table for Construction Phase Engineering Services*

Task	Description	T&M Budget
1	Office Services Engineering	\$22,500
2	Onsite Services Engineering	\$30,000
3	Assist the City with Startup Services	\$11,500
4	Control System Programming	\$8,500
5	One Year Warranty Period Service	\$3,500
Construction Phase Services Total		\$76,000

* NOTE: Each of the five tasks listed in the table has an estimated Not-To-Exceed budget. It is assumed that budget can be transferred between these five tasks, with prior City approval, as long as the total budget amount is not exceeded. This could be required due to the City's request that extra site visits need to be made, for example.

Additional Services

CH2M can provide additional engineering services upon request by the City provided additional funds are made available or funds are available within the five construction phase engineering service tasks.

Please let me know if you have any questions or would like to discuss our proposal.

We are ready to begin work on this next project phase and look forward to this opportunity to continue to provide engineering services to the City of Kodiak.

Sincerely,



Floyd J. Damron, P.E.
VP and Senior Project Manager
CH2M/HILL Engineers, Inc.



James W. Potts, P.E.
Alaska SLG Accounts Manager

C: Mark Kozak /Public Works Director

Kodiak WWTP

City of Kodiak

Engineering Design and Bidding Phase Professional Engineering Services for WWTP Centrifuge Addition

Scope of Work, Schedule, Team, and Engineering Fees

Background

City of Kodiak (City) has been evaluating sewage sludge (biosolids) dewatering options to provide high cake dryness compared the cake from the existing belt filter press (BFP). High cake solid dryness is expected to save money on the City's composting operation and replace the normal operation of the BFP as it nears the end of its service life. The goal is to leave the BFP in place to be available for use whenever the new centrifuge is out of service for maintenance or for other reasons. The City desires CH2M HILL Engineer's Inc (CH2M) to provide the professional engineering services for this WWTP Centrifuge Addition Project.

This scope of work is to assist the City with a project that would provide:

- A skid-mounted Series D Andritz sludge thickening and dewatering centrifuge. The unit is to be located in the existing sludge dewatering area of the City's Wastewater Treatment Plant (WWTP). The City will procure the centrifuge under a different contract directly with the manufacturer or its authorized supplier. CH2M will support the City in this procurement as described in the scope of work below.
- All ancillary equipment and connections for successful centrifuge operation, O&M manuals, operator training, and startup services are to be provided by the Designer, equipment supplier, and construction contractor per the Contract Documents that are to be developed by the design engineer, CH2M. Only design and bid phase professional services are included in this Scope of Work for CH2M.

Scope of Work

Task 1: Design

Provide City with Basis of Design Report, drawings, details, and specifications required to install a centrifuge dewatering system.

The following packages will be developed:

- 50%, 95%, and 100% contract documents for centrifuge installation/construction package including:
 - Evaluation of existing concrete slab and potential reinforcements required to support the centrifuge dewatering system

-
- Centrifuge system procurement specification (assumes Andritz will be sole-sourced or pre-purchased)
 - Installation location and detail for the skid-mounted centrifuge
 - Power for the centrifuge and related equipment and instruments (including transformer and feed conductor).
 - Non-Potable Service water tie-in (including a hose bib inside the building for wash-down)
 - Pumped centrate return system
 - Feed sludge supply line tie-in (assumes use of existing BFP feed pumps for centrifuge)
 - Polymer solution line tie-in (assumes use of existing BFP polymer solution system for centrifuge)
 - Centrifuge and WWTP SCADA Control interface
 - Cake Conveyor System to move cake to existing BFP conveyor
 - Construction cost estimate

A 50% and 95% submittal of the construction/procurement packages will be prepared for review by City staff one week before the 50% and 95% design review meetings. A two hour review meeting will be scheduled for each procurement/construction packages. CH2M will provide one stamped original and one electronic copy (searchable PDF) of each final deliverable.

Assumptions:

The following services and activities will be provided or performed by City.

1. City will manage all aspects of Contract award, grant and loan applications, processing, and administration, and coordination with all governing bodies for the construction project. City shall manage, coordinate, and undertake all aspects of Owner defined activities as presented in Division 1 and elsewhere in the Bidding Requirements and Contract Documents for the construction project, except as indicated otherwise elsewhere in this scope of work, within the limitations of the budget. City will be responsible for final approval of all change orders, claims, dispute resolution, pay requests and similar items based on input from CH2M. (CH2M has no scope of work under Bidding Requirements and Contract Documents Article 15 and 16 items related to Construction Contractor Suspension of Work and Termination and Dispute Resolution.)
2. City will pay any and all permit, printing, inspection, testing, and other construction related fees, fines, or assessments.
 - The City will provide new equipment connection points for:
 - Non-Potable Service Water
 - Feed Sludge Supply
 - Polymer Solution Supply
 - Centrate Return
 - Existing electrical switchgear

-
- SCADA connection points
 - Existing Kodiak WWTP systems assumptions:
 - Adequate supply and pressure exists for the potable and non-potable water systems.
 - Adequate electrical capacity exists at the Switchgear
 - No new computer equipment and software will be required other than what is included with the Andritz equipment package that is pre-purchased by the City.
 - City will remove the existing lime storage and conveyor system.
 - Existing BFP feed pumps are to be utilized to pump feed sludge to the centrifuge. It is assumed that these existing pumps have the capacity to feed the centrifuge at an acceptable rate and that a new pump system will not have to be designed, supplied, and installed.
 - Existing polymer solution feed pumps are to be utilized to pump polymer solution to the centrifuge. It is assumed that these existing pumps have the capacity to feed the centrifuge at an acceptable rate and that a new pump system will not have to be designed, supplied, and installed.
 - The City will identify an empty power bucket in the existing switchgear
 - CH2M will prepare an engineer's opinion of probable cost based on the 50% and 95% design drawings and specifications. The engineer's opinion of probable cost will be itemized by technical specification section. The City will have the opportunity to review the costs and provide comments. Any cost opinions or project economic evaluations provided by CH2M will be on a basis of experience and judgment, but, since CH2M has no control over market conditions or bidding procedures, CH2M cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.
 - City staff will provide all needed information for Parts 1 and 2 of the Bidding Requirements and Contract Documents that will follow the format and structure used for the Monashka Pump House project by CH2M.
 - City staff will take the lead in procuring the sole-source centrifuge equipment. CH2M will provide assistance to the City for technical aspects of equipment procurement and review of equipment submittals.
 - CH2M is responsible for coordinating technical specifications, drawings, and details to provide a complete bid-ready package for the construction work required to accommodate the new centrifuge.
 - SCADA software programming is not included in this scope and will have to be provided under a separate agreement or by the Contractor's integration subcontractor.
 - No seismic structural, mechanical, or electrical upgrades will be required.

- The level of effort is based on a design package that will include a total of 17 drawing as provided in the Drawing List table below:

DRAWING LIST		
1	Cover and Site Plan	
2	Notes, Symbols, and Abbrev	
3	Codes and Special Inspections	
4	Structural Notes	
5	Structural Plan	
6	Structural Sections	
7	Structual Details	
8	Process Legd/Abbrev/Sch/Des Crit	
9	Process Piping & Connection Plan	
10	Process Details	
11	Electrical Legend	
12	Electrical One-Line	
13	Electrical Schedules	
14	Electrical Details	
15	I&C Legend	
16	P&ID	
17	Standard Details	

Task 2: Bidding/Procurement Period Services

Assist with technical questions during the equipment procurement and bidding phase of this project, addenda, and assist the City with bid evaluations.

Task 3: Construction Phase Engineering Services

It is anticipated that in the future the City will amend CH2M's scope of work to include construction phase services. None of those services are included in this scope of work.

If construction phase engineering services are provided after a contract amendment adding those services the presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CH2M and CH2M's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M's own personnel. The presence of

CH2M's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Task 4: Startup/Warranty Phase Assistance

Startup and Warranty Phase services are not included in this scope of work. It is anticipated the City will add these professional services at a later date.

Schedule:

Project is assumed to be conducted between October 2016 and September 2017 as shown the Schedule table below:

SCHEDULE	
NTP	Week of Sept 26
Project Setup	Week of Sept 26
Field Trip	Week of October 3
Evaluation	Week of October 10
BOD Tech Memo	Week of October 17
Eqpt Prepurchase	Week of October 17
50% Design	Oct 17 - Nov 11
City Review	Nov 11 - Nov 25
95% Design	Nov 11 - Dec 9
City Review	Dec 9 - Dec 20
100% Design	Dec 20 - Jan 14
Bid	Jan 14 to Feb 14
Bid Open	2/14/2017
Bid Award	3/1/2017
Construction	March - September

Key CH2M Engineering Staff

Project Manager – Floyd Damron, PE

Process Engineer/Design Manager – Ian Van Blankenstein, PE

Structural Engineer – Mark Parent, PE

Electrical Engineer and I&C Engineer – Breck Alderson, PE

Process Senior Consultant – David Oerke, PE

All staff are in CH2M's Anchorage office except David Oerke.

Other engineers and technicians will be utilized, as needed, to complete the design and construction phase tasks.

Engineering Services Lump Sum and T&M Fees Summary Table

CH2M proposes to perform the Task 1 Design and Task 2 Bid Phase Services for a Lump Sum Fee Amount of \$153,500. \$7,500 is provided as Time and Expense services as needed. The total proposed contract amount is \$161,000. Note that Exhibit B is CH2M's Fee Schedule for Time and Expense Services.

ENGINEERING FEE SCHEDULE OF VALUES	
Task 1 - Design - Lump Sum Amount	
Site Visit	\$9,000
Equipment Space and Utility Reqmts	\$8,500
Basis of Design Report	\$10,000
Centrifuge Procurment Assistance	\$9,000
50% Design	\$40,000
95% Design	\$36,000
100% Design	\$22,000
Task 2 - Bid Phase - Lump Sum Amount	
Bid Phase Services	\$4,000
Project Management - Lump Sum Amount	
PM, Contracts, Accounting	\$15,000
TOTAL LUMP SUM AMOUNT	\$153,500
Allowance for Addition Scope of Work	\$7,500
TOTAL CONTRACT AMOUNT	\$161,000