

**City of Kodiak Regular Council Meeting Agenda for March 22, 2018**  
**7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)**

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<b>I.</b>	<b>Call to Order/Roll Call</b>	
	Invocation/Pledge of Allegiance	
<b>II.</b>	<b>Previous Minutes</b>	
	Approval of Minutes of the March 8, 2018, Regular Council Meeting.....	1
<b>III.</b>	<b>Persons to Be Heard</b>	
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b.	Public Hearing About Changing the Method of Publishing Meeting Notices.....	10
c.	Public Comments (limited to 3 minutes) (486-3231)	
<b>IV.</b>	<b>Unfinished Business</b>	
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a.	First Reading, Ordinance No. 1373, Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2017 and Ending on the Thirtieth Day of June 2018.....	16
b.	First Reading, Ordinance No.1374, Approving a Memorandum of Agreement Between the City of Kodiak and the Alutiiq Heritage Foundation Allowing the Alutiiq Heritage Foundation to Enter Block 17, Lot 2 New Kodiak Townsite for the Purpose of Constructing and Maintaining a Memorial Park for an Initial Term of Ten Years.....	26
c.	Authorization of Change Order No. 1 for the Wastewater Treatment Plant Centrifuge Project No. 7519.....	48
d.	Authorization of Survey and Professional Services Agreement for Annual Inspection and Preventative Maintenance of the Kodiak Police Station Building Control Systems.....	54
e.	Recommendation for Appointment to the City Seat on the Planning and Zoning Commission.....	74
<b>VI.</b>	<b>Staff Reports</b>	
a.	City Manager	
b.	City Clerk	
<b>VII.</b>	<b>Mayor’s Comments</b>	
<b>VIII.</b>	<b>Council Comments</b>	
<b>IX.</b>	<b>Audience Comments</b> (limited to 3 minutes) (486-3231)	
<b>X.</b>	<b>Adjournment</b>	

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<p><b>DRAFT</b></p>
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**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, MARCH 8, 2018  
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, Randall C. Bishop, Charles E. Davidson, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Gabriel T. Saravia was absent. City Manager Mike Tvenge, City Clerk Debra Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Salvation Army's Tony Furio gave the invocation and the Pledge of Allegiance was recited.

**II. PREVIOUS MINUTES**

Councilmember Whiddon MOVED to approve the minutes of the February 6, 2018, special meeting and the February 8, 2018, regular meeting.

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

**III. PERSONS TO BE HEARD**

**a. Public Comments**

**Nick Szabo**, Chairman, Solid Waste Advisory Board (SWAB) thanked the Council for adopting the ordinance to reduce plastic bags within the City limits. He emphasized the ordinance is effective on April 22, 2018, and he referred to the transition plan and shared SWAB's efforts to work on public awareness. He said they are encouraging reusable bags and provided an update on the public service announcements, events, and flyers that will occur during the transition. He shared the list of sponsors that have purchased reusable bags for the community.

**Bobbie Ivanoff** expressed concern about abandoned vehicles on Murphy Way, which has made it hazardous to enter in and out of her driveway. She referred to the addition of a road that occurred several years ago to enhance parking in the area. She requested assistance to move the abandoned vehicles.

**IV. UNFINISHED BUSINESS**

None

**V. NEW BUSINESS**

- a. Resolution 2018-05, Urging the Governor of the State of Alaska to Declare a Disaster and to Request the Secretary of Commerce to Declare a Commercial Fishery Failure and a Disaster for the 2018 Gulf of Alaska Pacific Cod Fishery**

In December 2017, the North Pacific Fisheries Management Council reduced the 2018 Gulf of Alaska Pacific cod catch limits by 80 percent compared to 2017. The Fisheries Work Group Co-Chairs have recommended the adoption of a joint resolution from the City Council and Borough Assembly urging the Governor of the State of Alaska to declare a disaster and to request the Secretary of Commerce to declare a commercial fishery failure and a disaster for the 2018 Gulf of Alaska Pacific cod fishery.

Councilmember Davidson MOVED to adopt Resolution No. 2018–05.

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

**b. Resolution No. 2018–06, Rescinding Resolution No. 2017–13 and Establishing Funding Criteria for Nonprofit Grants**

Resolution No. 2018–06 amends the funding criteria for nonprofit grant awards to nonprofit organizations not to exceed \$175,000 until such time as the fund balance of the General fund reaches an accumulation of six months of operating expenditures, exclusive of any fund balance appropriation and transfers to capital project funds.

Councilmember Arboleda MOVED to adopt Resolution No. 2018–06.

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

**c. Direction to City Manager to Increase the City Mill Rate to 4 Mills Beginning With the FY2019 Budget**

During the January 2 Council work session, the Deputy Manager presented information on the City's property tax rate, currently at 2.0 mills, as well as information regarding procedures to modify this property tax mill rate and financial impacts if the mill rate were to be increased. The City Manager provided an overview of upcoming FY2019 expenses.

Councilmember Davidson MOVED to direct the City Manager to increase the City mill rate to 4 mills beginning with the FY2019 Budget.

Councilmember Whiddon MOVED to postpone the vote until a public hearing is scheduled.

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

**d. Authorization of Bid Award for Aleutian Homes Water and Sewer, Phase VI, Project No. 15-03/7037**

Aleutian Homes Phases I - V were constructed from 2007 to 2014. Aleutian Homes Phase V was divided into two Phases. Segment A was constructed during the summer of 2013, and segment B was constructed during the summer of 2014. Phase VI is scheduled for 2018 and includes water, sewer, storm drain, and pavement replacement on Birch Street from Mill Bay Road to Thorsheim



Street. Phase VI is roughly 1180 feet long and includes removal and replacement of asphalt pavement; concrete curb and gutter; asphalt sidewalks; 8" sewer main, including manholes; 20" water main lines; valves and connections; and disconnect and re-connect of approximately 35 residential water and sewer services. The project will also include drainage improvements, including removal and replacement of underground drainage, catch basins, and removal and resetting fencing. Retaining walls will be removed and replaced as needed to accommodate wider sidewalks and utility connections outside the right-of-way.

Councilmember Walker MOVED to authorize the bid award for Aleutian Homes Phase VI, to Brechan Construction LLC in the amount of \$3,008,087 with funds coming from the Water Capital Improvement Fund, Project No. 15-03/7037 and authorize the City Manager to execute the documents on behalf of the City.

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

**e. Authorization of a Professional Services Contract for Construction Management Services for the Aleutian Homes Water and Sewer, Phase VI, Project No. 15-03/7037**

Aleutian Homes Water and Sewer Replacement Phase VI is a continuation of the upgrade of utilities, pavement and sidewalks in the Aleutian Home area. The professional services contract outlines the construction management services for the Phase VI project, which maximizes the investment through the performance of various tasks throughout construction.

Councilmember Davidson MOVED to authorize the professional services contract with DOWL for construction management services for the Aleutian Homes Water and Sewer Project, Phase VI, in the amount not to exceed \$239,000 with funds coming from the Water Capital Improvement Project No. 15-03/7037, and authorize the City Manager to execute the necessary documents for the City.

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

**f. Authorization of Memorandum of Agreement With Sun'aq Tribe of Kodiak for Their Tribal Transportation Program Route Inventory**

The Sun'aq Tribe of Kodiak (Sun'aq) is a federally recognized Alaska Native Tribe within the City of Kodiak and serves 1,738 tribal members on the Kodiak Road System. As a federally recognized tribe, Sun'aq is eligible for the Bureau of Indian Affairs (BIA) Tribal Transportation Program (TTP), which allows tribal entities access to funding for the improvement of transportation infrastructure integral to the well-being of the tribe. The Sun'aq Tribe of Kodiak requested the addition of City roads and trails to their inventory of Tribal Transportation routes. The road and trail additions included in the inventory are as follows: Fir Avenue; Thorsheim Street; Willow Street; Hemlock Street; Pine Crest Loop; Birch Avenue; Hillside Drive; Maple Avenue; Madsen Avenue; Selief Lane; Larch Street; North End Trail; Channel Side Trail; Rotary Park Trail; and the South End Trail. By entering into this agreement, the Sun'aq Tribe would potentially bring federal funding to Kodiak to make improvements to these routes. During the Council work session on March 6, 2018, Council requested that the Tribe provide an annual report, which was added to the MOA.

Councilmember Walker MOVED to authorize Memorandum of Agreement, City Record No. 237232, adding City of Kodiak routes to Sun'aq Tribe of Kodiak's Tribal Transportation Program Route Inventory, and authorize the City Manager to sign the MOA on behalf of the City.

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

**g. Acceptance of Settlement Agreement and Mutual Release of Claims With Dominion Pipe & Piling and Pacific Pile & Marine, LP**

Dominion Pipe & Piling, a Division of Varsteel USA Ltd, was sued by the City of Kodiak for breach of contract. Mediation was held February 1, 2018, in Seattle Washington. The outcome of this mediation, settled by a Mediator Proposal, was Dominion Pipe & Piling would agree to pay the City of Kodiak \$300,000 and dismiss any further litigation by the City, Dominion, and Pacific Pile and Marine.

Councilmember Arboleda MOVED to accept the Settlement Agreement and Mutual Release of Claims with Dominion Pipe & Piling and Pacific Pile & Marine, LP in the amount of \$300,000 and authorize the City Manager to execute the necessary documents for the City.

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

**VI. STAFF REPORTS**

**a. City Manager**

Manager Tvenge announced that staff prepared the FY2019 budget and the presentation will be Saturday, March 10. He said Engineering is compiling a list of facilities damaged as a result of the January 23 earthquake. He said the Parks and Recreation department would host their annual hockey tournament this weekend. Manager Tvenge provided an overview of the new regulations from Department of Environmental Conservation (DEC) that will affect the Waste Water Treatment Plant. He encouraged the public to comment on the regulation changes regarding the pollutant discharge elimination system from ADEC through March 19 and said the link will be on the City's website to make public comment. He shared the City will be given seven years for implementation, and it will cost the City several million dollars. He spoke about the admirable compliance history of the WWTP permits. Manager Tvenge asked Chief Wallace to participate in the Manager's report. Chief of Police Wallace provided a report on consolidation and the impacts on law enforcement. The report stated that Alaska is facing a fiscal crises, and the Alaska State Troopers have been reduced or eliminated in various locations within the State. She shared that there have been eight Trooper posts closed and vacant positions that have not been filled. She shared this could occur in Kodiak and expressed her concern regarding consolidation including: the potential increase of services; the increased service area; and the current staffing levels and the potential costs of consolidation. She referenced other communities and stated Kodiak is very unique and other comparisons did not adequately represent or help predict the significant financial impacts for law enforcement in Kodiak. Manager Tvenge concluded his report and stated he and staff walked through the small building at the harbor and assessed the facility, which is currently leased and the other portion are public restrooms. He said the facility is adequate for a sat-

ellite police station, and he will schedule the future usage of the building for discussion at an upcoming Council work session.

#### **b. City Clerk**

Clerk Marlar gave an overview of the upcoming March meetings, which include a budget work session, Economic Development Committee meeting, Fisheries Work Group, a joint work session, and a Council work session and regular meeting. She shared the annual records management was completed and prepared for their review.

### **VII. MAYOR'S COMMENTS**

Mayor Branson said the City staff has been working on the budget and has held the line for years to maintain services. She said the City is in a new paradigm and will need to look at new options. She commented the City has used its savings in the past and continues to look at new revenue opportunities and review exemptions. She said the City created an Economic Development Committee to help facilitate ideas and create an economic development plan. She referred to the recent ordinance that raised the sales tax cap, and she said the mill rate and business licenses requirements are being reviewed by the Council. She spoke about the numerous public hearings and meetings that have been held for transparency within the community. She said the Borough may not be raising the mill rate; however, borough property taxes have increased through higher property assessments. She said there will be continued budget discussions to ensure that citizens have the continued services for safety, water, and recreation services. She spoke about being prudent to assure life and safety services in the event of emergencies, such as the recent earthquake and tsunami warning. She said she welcomes the public's comments and referred to the City's website for contact information for their elected officials. She encouraged the public to comment on the new Kodiak WWTP proposed regulations, reminded the public about the budget meeting, and confirmed that Manager Tvenge will follow up with Ms. Ivanoff regarding the abandoned vehicles on Murphy Way.

### **VIII. COUNCIL COMMENTS**

Councilmember Walker thanked the Chief of Police for her report and thanked Finance Director Mayes for her work on the budget. He said they are trying to keep the City services top notch.

Councilmember Davidson said a municipality has to operate on facts and encouraged the public to attend Council meetings.

Councilmember Arboleda thanked Mr. Szabo for the work to reduce plastic bags in the community. She thanked Ms. Ivanoff for her comments and shared KPD is responsive to these requests. She said the City sidewalks are not a junk yard. She spoke about supporting each other in the community.

Councilmember Whiddon thanked the Chief of Police and said her leadership is exemplary. He commented that the City Council has been misrepresented and they will work on correcting misinformation. He stated they would not use disingenuous or disrespectful comments while discussing changes in government and his commitment is to the City residents and employees.

Councilmember Bishop urged the community to attend the budget meeting on Saturday. He said the citizens could be educated by the City’s budgetary process and presentation by staff. He commended the City staff and said they are available to answer questions.

**IX. AUDIENCE COMMENTS**

None

**X. EXECUTIVE SESSION**

**a. Discuss Finance Director Position**

The City Manager will discuss with the City Council the Finance Director position in executive session. The Finance Director does not object to the executive session.

Councilmember Arboleda MOVED to enter into executive session, as authorized by Kodiak City Code 2.04.100(b)(2) to discuss the Finance Director position.

Council entered into executive session at 8:45 p.m.

Mayor Branson convened the regular meeting at 9:30 p.m.

**XI. ADJOURNMENT**

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 9:30 p.m.

CITY OF KODIAK

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:

## **PERSONS TO BE HEARD**

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## MEMORANDUM TO COUNCIL

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**Date:** March 22, 2018

**Agenda Item:** III. a. Public Hearing About Increasing the City Mill Rate to 4 Mills

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**SUMMARY:** The City Council sets its mill rate each year in the budget ordinance. The last mill rate increase was in 1985. June 15 is the legal deadline to present the Borough Assembly with a statement of the rate.

The City Council gave direction to increase the mill rate at its planning work session on January 2, 2018. The Council also discussed the mill rate at its March 6, 2018, work session. At the March 8, 2018, regular meeting the Council postponed the motion directing the City Manager to increase the mill rate from 2 to 4 mills until after this public hearing.

The postponed motion is on this agenda for approval under Unfinished Business.

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## MEMORANDUM TO COUNCIL

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**Date:** March 22, 2018

**Agenda Item:** III. b. Public Hearing About Changing the Method of Publishing Meeting Notices

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**SUMMARY:** Kodiak City Charter and Code provide that publishing public notices may be accomplished by publishing in a newspaper of general circulation or by posting notices in at least five conspicuous places. The City Clerk's Office currently publishes agendas, public hearing notices, and ordinance passed notices in the newspaper, which costs approximately ten thousand dollars annually. At the Council's direction, City departments are exploring ways to reduce annual operating costs for FY2019 budget.

One way the Clerk's Office can save money is by posting meeting notices in five locations instead of purchasing ads in the local newspaper. In all such cases of publication by posting, the city clerk shall provide a copy of the ordinance, notice, or document posted, on request from any person, without charge, at any time within two months after posting. Meeting documents are also posted on the City's website.

The City Clerk requested a public hearing to hear from citizens about how they prefer to receive meeting notices before any changes are made.



# **UNFINISHED BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor and City Councilmembers  
**From:** Mike Tvenge, City Manager *MT*  
**Date:** March 22, 2018

**Agenda Item: IV. a. Direction to City Manager to Increase the City Mill Rate to 4 Mills Beginning With the FY2019 Budget**

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**SUMMARY:** During the January 2 planning work session, staff presented information on the City's property tax rate, currently at 2.0 mills, as well as information regarding procedures to modify this property tax mill rate and financial impacts if the mill rate were to be increased. The Council voiced a consensus at this meeting to increase the mill rate to 4.0 mills in an effort to balance the FY2019 budget and stabilize revenue.

**PREVIOUS COUNCIL ACTION:**

- On June 16, 1941, the City Council established the mill rate (which was at that time for both real and personal property) at 20.0 mills. This tax levy stayed at 20.0 mills until 1960.
- In 1961, the mill rate was reduced to 18.5 mills, and taxes collected were split at "9.5 mills for City use, and 9.0 mills for schools" (Resolution No. 3-91).
- In 1963, the mill rate was increased back to 20.0 mills, though the municipal/school allocation was changed to 6.8 mills and 13.2 mills, respectively.
- The Kodiak Island Borough was incorporated as a second-class Borough on September 24, 1963, and as a second-class Borough, it is responsible for education services.
- In 1964 and 1965, the total City-wide mill rate was reduced to only the 6.8 mills used to fund City services, with the Borough assuming mill rates used to fund the Kodiak Island Borough School District.
- In 1966, the City's mill rate was increased to 7.94 mills.
- In 1967 the City's mill rate was increased to 10.18 mills and finally ended the decade at 11.0 mills in 1969.
- The mill rate was decreased in 1970 from 11.0 mills to 7.0 mills, and remained at 7.0 mills through 1978.
- In 1979, the City's mill rate was increased to 9.1 mills, only to be decreased to 6.0 mills the following year.
- In 1982, it was further decreased to 4.0 mills, then to 2.0 mills in 1983, followed by an additional decrease to 1.25 mills in 1984. It was subsequently raised back to 2.0 mills in 1985, and has stayed at this rate for the past three decades.

- The City Council discussed increasing the mill rate at a Council work session on January 2, 2018.
- Council discussed setting a public hearing at the March 6, 2018, work session.
- Council postponed voting on the increased mill rate at the March 8, 2018, regular meeting.

**BACKGROUND:** The millage rate, commonly referred to as “mill rate,” is a tax calculation used to determine property taxes. One mill equals \$1.00 of a property tax paid per \$1,000.00 in assessed value of property owned. Therefore, for the median single-family residential home within City of Kodiak (\$303,000.00), each mill equals \$303.00 in property taxes.

**DISCUSSION:** The 2017 certified roll has assessed a total of \$561,764,580.00 of taxable real property within the Kodiak City limits; excluding non-profit, place of worship, senior citizen, and disabled veteran exemptions. Therefore, each mill within the City equates to a maximum of \$561,764.58 in collectable tax. At the current property tax rate of 2.0 mills for the City, this equates to roughly \$1,123,529.16 that could be collected in real property taxes per year. However, this number may fluctuate due to non-paid and/or delinquent taxes. In FY2017 the City received \$1,083,234.11, or \$40,295.05 less than the total taxable value.

Currently, the real property tax mill rate within the City is one of the lower tax rates found across the Kodiak Island Borough. The base mill rate of the entire Kodiak Island Borough is 10.75 mills, which is split among four main “funds;” including the Borough’s General Fund, Education Support Fund, School Debt Service Fund, and the Renewal and Replacement Fund.

Properties within the City of Kodiak (2.0 mills for City services, plus the Borough-wide rate of 10.75 mills) put real properties in City limits at 12.75 mills. Therefore, for the median house discussed earlier, the total property tax due each year is \$3,863.25 (\$606.00 due for the City’s 2.0 mill rate, and \$3,257.25 for the Borough’s mill rate of 10.75).

However, it is important to note that assessed values of real property in Kodiak have been reliably increasing over the past decade. According to data received from the Borough’s Assessing Department, since 2008 the total assessed value (which include both increases in assessed values of existing structures, as well as new construction) within the City have increased an average of 58%, while areas outside the City Limits have increased 68%. Therefore, if the median house of “today” (\$303,000) sees an increase in its assessed value in 2018 and becomes a \$315,000.00 house, its property tax –at the increased mill rate would increase to \$ 4,646.25; including the City’s new rate of 4 mills (\$1260) and the Borough’s 10.75mills (\$3386.25)

**FINANCIAL IMPLICATIONS:** The fiscal year 2019 operating budget, yet to be adopted by Council, contains a projected mill rate increase of 2 mills, totaling a 4 mill City property tax assessment.

**ALTERNATIVES:** If Council chooses not to increase the property tax mill rate, the FY2019 budget draft will need to be adjusted.

**LEGAL:** The Council must annually set a mill rate by non-code ordinance. The procedure is the same whether the Council maintains the same rate as the previous year or changes it. June 15 is the legal deadline to present the Borough assembly with a statement of the rate. The City's existing practice of setting the mill rate as part of the budget ordinance passed in early June or sooner satisfies all legal requirements.

**CITY MANAGER'S COMMENTS:** Council has set goals to create a sustainable budget and maintain the existing infrastructure and basic services. This is only achievable by increasing revenues. Sales tax revenue has a greater degree of fluctuation than a property tax. Greater sustainability would be achieved by a more stable revenue such as property tax. The last mill rate increase was in 1985. I have notified the Borough finance director of the City's intention to increase the mill rate by 2 mills, and we will officially notify the Borough of any rate increase, by means of our budget ordinance once approved.

*{Clerk's Note: The motion is on the floor to direct the City Manager to increase the City mill rate to 4 mills beginning with the FY2019 Budget.}*

# **NEW BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager *MT*

**Thru:** Kelly Mayes, Finance Director *KM*

**Date:** March 22, 2018

**Agenda Item: V. a. First Reading, Ordinance No. 1373, Establishing Supplemental Appropriation No. 1 to the Budget for the Fiscal Year Commencing on the First Day of July 2017 and Ending on the Thirtieth Day of June 2018**

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**SUMMARY:** The Supplemental Appropriation No. 1 to the budget for the fiscal year commencing on the first day of July 2017 and ending on the thirtieth day of June 2018 is in the amount of \$677,596. It is customary for the City Council to approve at least one supplemental budget annually to authorize the adjustments of current revenues and expenses as detailed in the attachments provided. These adjustments are for the operating funds as well as additions to project funds for grant revenues received and additional expenditures needed that were not known at the time the original budget was adopted.

**PREVIOUS COUNCIL ACTION:**

- June 8, 2017, Council adopted Ordinance No. 1363 for the FY2018 budget in the amount of \$37,386,307 commencing on the first day of July 2017 and ending on the thirtieth day of June 2018
- Council action thus far in FY2018 includes the following:
  - Adopted Resolution No. 2017-24 to assign \$250,000 of unassigned funds from the Sewer Improvement Fund to Project No. 7509 for Sewer Lift Stations 3 and 4
  - Adopted Resolution No. 2017-29 to transfer \$650,000 from the General Fund to the Sewer Improvement Fund for Project No. 7509 for Sewer Lift Stations 3 and 4
  - Adopted Resolution No. 2017-29 to assign \$1,200,000 of unassigned funds from the Sewer Improvement Fund to Project No. 7509 for Sewer Lift Stations 3 and 4
  - Adopted Resolution No. 2017-30 to transfer \$48,750 from the General Fund to the General Capital Projects Fund Project No. 4052 for City Timekeeping

**DISCUSSION:** The adoption of the budget by the City Council puts the budget into effect for the budget year July 1 through June 30. Amendments to the budget can occur anytime during the fiscal year by resolution, ordinance, or through a supplemental budget ordinance, which is introduced at one Council meeting and typically adopted at the next Council meeting.

All new appropriations are authorized by resolution or ordinance that amends the annual budget ordinance. The Supplemental No. 1 is requesting the addition of \$677,596 to the adopted budget bringing the total amended budget to \$40,911,403 for FY2018.

The Supplemental No. 1 Appropriation is requesting an increase in revenues due to increase in the State of Alaska Jail Contract, an increased amount received from the State of Alaska Fisheries Business tax, health insurance discounts received from our insurance provider and Federal and State grants received. In addition, General Fund revenue decreased for building permits for the Thelma C project awarded by Council through Community Promotions. Other increases in expenditures include legal expenses of \$25,000, grants received for the Police Department that include equipment expenditures; the Delta Medical Transport Contract of \$183,275 for temporary outsourcing of EMS services; and transfers to the Enhancement Fund by Code for 50 percent of the General Fund surplus determined at the completion of the FY2017 audit. Other budget adjustments include an increase in Enhancement expenses due to investment management fees; an increase in capital project revenues and expenses for Federal grants received; health insurance discounts for Cargo, Harbor, Shipyard, Water, Sewer, and E911 Enterprise Funds; and a transfer of \$332,432 from the Harbor Fund to the Shipyard Fund as determined at the completion of the FY2017 audit. All other adjustments are reclassification of budget expenses within the same department and fund.

**FINANCIAL IMPLICATIONS:** All expense appropriations requested in Supplemental Appropriation No. 1 are funded by increased revenue sources, additional state and federal grant sources, and use of fund balances and transfers. The ordinance makes a number of changes in the FY2018 budget reflecting increased revenues and expenditures, new project and grant funding, and movement of funds to more accurately reflect current City operations. Details of funding sources and expenses have been submitted in the attachments.

**LEGAL:** The Kodiak City Charter and Kodiak City Code grant Council the authority to make appropriations and adopt and amend budgets as required.

**STAFF RECOMMENDATION:** Staff recommends that the City Council pass Ordinance No. 1373 in the first reading and advance to second reading and public hearing at the next special or regular Council meeting.

**CITY MANAGER'S COMMENTS:** The City traditionally adopts one major budget amendment each fiscal year to make necessary adjustments to cover changes or additions to projects, to account for the receipt of additional revenues, and increased operating expenses. For clarity Resolution No. 2017-29 had two actions approved by Council; a transfer and assignment of funds for sewer lift stations 3 and 4. Overall, this supplemental budget ordinance decreases net appropriations of General Fund balance from \$2.9M to \$2.3M by increasing Citywide revenues by \$1.2M, and increases to Citywide expenses by \$677,596.

The ordinance and attachments detail the sections of the City's operating and capital budget that require changes.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1373

Attachment B: Backup descriptions containing details and summaries by each fund

**PROPOSED MOTION:**

Move to pass Ordinance No. 1373 in the first reading and advance to second reading and public hearing at the next special or regular Council meeting.



**CITY OF KODIAK  
ORDINANCE NUMBER 1373**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK ESTABLISHING  
SUPPLEMENTAL APPROPRIATION NO. 1 TO THE BUDGET FOR THE FISCAL YEAR  
COMMENCING ON THE FIRST DAY OF JULY 2017 AND ENDING ON THE THIRTIETH  
DAY OF JUNE 2018**

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

**Section 1:** The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Kodiak for fiscal year 2018.

<b>GENERAL FUND</b>				
	<b>Adopted Budget</b>	<b>FY 2018 Council Action</b>	<b>Supplemental #1</b>	<b>Amended Budget</b>
<b>Budgeted Revenues</b>				
Property Tax	\$ 978,500	\$ -	\$ -	\$ 978,500
Sales Tax	11,777,500		-	11,777,500
Licenses and Permits	58,800		(2,039)	56,761
Intergovernmental	1,113,300		471,963	1,585,263
Charges for Services	1,661,217		24,920	1,686,137
Fines and Forfeitures	10,000		-	10,000
Interest Income	15,000		-	15,000
Rental Income	175,000		-	175,000
Other Revenues	22,000		384,674	406,674
Interfund Charges	1,534,343		-	1,534,343
Appropriation (to) from Fund Balance	2,238,227	698,750	(545,976)	2,391,001
Transfers In	-	-		-
	<u>\$ 19,583,887</u>	<u>\$ 698,750</u>	<u>\$ 333,542</u>	<u>\$ 20,616,179</u>
<b>Budgeted Expenditures</b>				
Legislative	\$ 266,408	\$ -	\$ -	\$ 266,408
Legal	75,000		25,000	100,000
Executive	827,691	-	-	827,691
Emergency Preparedness	38,000		-	38,000
City Clerk - Administration	359,905		-	359,905
City Clerk - Records Management	197,115		-	197,115
Finance	1,676,759	-	-	1,676,759

**General Fund continued**

Police	6,913,240	-	55,438	6,968,678
Fire	2,459,976		183,275	2,643,251
Public Works	2,188,350	-	-	2,188,350
Engineering	281,914		-	281,914
Parks & Recreation	1,434,270		-	1,434,270
Library	929,750		-	929,750
Non-Departmental	624,608	-	2,039	626,647
Transfers	1,310,901	698,750	67,790	2,077,441
<b>Total Budgeted Expenditures</b>	<b>\$ 19,583,887</b>	<b>\$ 698,750</b>	<b>\$ 333,542</b>	<b>\$ 20,616,179</b>

**SPECIAL REVENUE FUNDS**

	<b>Adopted Budget</b>	<b>FY 2018 Council Action</b>	<b>Supplemental #1</b>	<b>Amended Budget</b>
<b>Budgeted Revenues</b>				
Tourism Development	\$ 189,500	\$ -	\$ -	\$ 189,500
City Enhancement	-	-	6,000	6,000
<b>Total Budgeted Revenues</b>	<b>\$ 189,500</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ 195,500</b>
<b>Budgeted Expenditures</b>				
Tourism Development	\$ 189,500	\$ -	\$ -	\$ 189,500
City Enhancement	-	-	6,000	6,000
<b>Total Budgeted Expenditures</b>	<b>\$ 189,500</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ 195,500</b>

**CAPITAL PROJECTS**

	<b>Adopted Budget</b>	<b>FY 2018 Council Action</b>	<b>Supplemental #1</b>	<b>Amended Budget</b>
<b>Budgeted Revenues</b>				
General Capital Projects	50,000	48,750	5,622	104,372
Street Improvements	325,000	-	-	325,000
Building Improvement Fund	-	-	-	-
Water Capital Fund	600,000	-	-	600,000
Sewer Capital Fund	600,000	2,100,000	-	2,700,000
Cargo Development Fund	-	-	-	-
Harbor Development	243,000	-	-	243,000
Parks & Recreation Fund	25,000	-	-	25,000
Vehicle Replacement Fund	260,901	-	-	260,901
<b>Total Budgeted Revenues</b>	<b>2,103,901</b>	<b>2,148,750</b>	<b>5,622</b>	<b>4,258,273</b>

## Capital Projects continued

### Budgeted Expenditures

General Capital Projects	50,000	48,750	5,622	104,372
Street Improvements	325,000	-	-	325,000
Building Improvement Fund	-	-	-	-
Water Capital Fund	600,000	-	-	600,000
Sewer Capital Fund	600,000	2,100,000	-	2,700,000
Cargo Development Fund	-	-	-	-
Harbor Development	243,000	-	-	243,000
Parks & Recreation Fund	25,000	-	-	25,000
Vehicle Replacement Fund	260,901	-	-	260,901
<b>Total Budgeted Expenditures</b>	<b>2,103,901</b>	<b>2,148,750</b>	<b>5,622</b>	<b>4,258,273</b>

### ENTERPRISE FUNDS

	<b>Adopted Budget</b>	<b>FY 2018 Council Action</b>	<b>Supplemental #1</b>	<b>Amended Budget</b>
<b>Budgeted Revenues</b>				
Cargo Fund	\$ 1,290,355	\$ -	\$ -	\$ 1,290,355
Harbor fund	3,807,436	-	332,432	4,139,868
Shipyards (Boat Yard Lift) Fund	1,231,367	-	-	1,231,367
Harbor Electric Fund	626,908	-	-	626,908
Water Utility Fund	3,297,238	-	-	3,297,238
Sewer Utility Fund	4,325,212	-	-	4,325,212
Trident Basin Fund	302,253	-	-	302,253
E-911 Services	13,771	-	-	13,771
<b>Total Budgeted Revenues</b>	<b>\$ 14,894,540</b>	<b>\$ -</b>	<b>\$ 332,432</b>	<b>\$ 15,226,972</b>
<b>Budgeted Expenditures</b>				
Cargo Fund	\$ 1,290,355	\$ -	\$ -	\$ 1,290,355
Harbor fund	3,807,436	-	332,432	4,139,868
Shipyards (Boat Yard Lift) Fund	1,231,367	-	-	1,231,367
Harbor Electric Fund	626,908	-	-	626,908
Water Utility Fund	3,297,238	-	-	3,297,238
Sewer Utility Fund	4,325,212	-	-	4,325,212
Trident Basin Fund	302,253	-	-	302,253
E-911 Services	13,771	-	-	13,771
<b>Total Budgeted Expenditures</b>	<b>\$ 14,894,540</b>	<b>\$ -</b>	<b>\$ 332,432</b>	<b>\$ 15,226,972</b>

**INTERNAL SERVICE FUND**

	<b>Adopted Budget</b>	<b>FY 2018 Council Action</b>	<b>Supplemental #1</b>	<b>Amended Budget</b>
Budgeted Revenues				
Insurance Internal Service Fund	\$ 614,479	\$ -	\$ -	\$ 614,479
Total Budgeted Revenues	<u>\$ 614,479</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 614,479</u>
Budgeted Expenditures				
Insurance Internal Service Fund	\$ 614,479		\$ -	\$ 614,479
Total Budgeted Expenditures	<u>\$ 614,479</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 614,479</u>
<b>Total Revenues</b>	<b>\$ 37,386,307</b>	<b>\$ 2,847,500</b>	<b>\$ 677,596</b>	<b>\$ 40,911,403</b>
<b>Total Expenditures</b>	<b>\$ 37,386,307</b>	<b>\$ 2,847,500</b>	<b>\$ 677,596</b>	<b>\$ 40,911,403</b>

**Section 2:** This ordinance shall be in full force and effect from and after its passage as required by law.

CITY OF KODIAK

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading:  
Second Reading:  
Effective Date:

GL Acct	Description	Increase	Decrease	Description
100.001.340.100	Boarding of Prisoners	24,920.00		Increase in Jail Contract with State of Alaska
100.001.385.100	GF Appropriations		24,920.00	Increase in Jail Contract with State of Alaska
100.001.320.300	Building Permits		2,039.15	Council awarded Community Promotions for Thelma C Building Permits
100.190.180.440.110	NonDept Contributions-Comm Promo	2,039.15		Council awarded Community Promotions for Thelma C Building Permits
100.001.330.130	Fisheries Business Tax			Fisheries Business Tax - Actual Amount Received Exceeded budget
100.001.385.100	GF Appropriations	401,525.00	401,525.00	Fisheries Business Tax - Actual Amount Received Exceeded budget
100.001.375.605	Discounts Received	384,674.00		Aetna Health Insurance Discounts Received
100.001.385.100	GF Appropriations		384,674.00	Aetna Health Insurance Discounts Received
100.001.385.100	GF Appropriations	25,000.00		Increase in Legal Expenses due to pending litigation
100.100.106.430.110	Legal Professional Services	25,000.00		Increase in Legal Expenses due to pending litigation
100.120.100.450.510	Clerks R&M		250.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.120.100.470.125	Clerks M&E < \$5,000	250.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.140.100.470.125	KPD Admin Fed Equipment Grant	17,408.00		Federal Grant Received for KPD Equipment
100.140.100.470.126	KPD Admin Fed Equipment Grant	31,740.00		Federal Grant Received for KPD Equipment
100.140.100.430.110	KPD Admin Prof Services	6,290.00		Federal Grant Received for KPD Equipment
100.001.330.325	Federal EMPG Grant	15,000.00		Federal EMPG Grant Received
100.001.330.325	Federal Grant - FBI (Operating)	6,290.00		Federal Grant Received for KPD Equipment
100.001.330.320	Federal Grant - FBI (Capital)	49,148.00		Federal Grant Received for KPD Equipment
100.001.385.100	GF Appropriations		15,000.00	Federal EMPG Grant Received
100.140.142.430.110	KPD Corr Professional Services		1,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.140.142.450.110	Insurance & Bonding	1,000.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.150.100.430.110	Fire Professional Services	183,275.00		Delta Medical Transport Contract for EMS Services
100.150.100.450.116	Fire Postage	500.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.150.100.450.120	Fire Advertising		500.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.001.385.100	GF Appropriations	183,275.00		Delta Medical Transport Contract for EMS Services
100.160.162.430.110	Streets Prof Svcs		500.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.160.162.450.120	Streets - Advertising	500.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.190.100.450.510	Nondept Barn Heating Tanks	15,000.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.190.100.455.100	Nondept Public Utilities		15,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.140.100.450.510	KPD Admin R&M	18,000.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.140.100.430.110	KPD Admin Prof Services		18,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.140.148.450.135	KPD Canine Training		2,500.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.140.148.410.140	KPD Canine OT	2,500.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget

GL Acct	Description	Increase	Decrease	Description
100.190.100.430.110	Nondept Prof Services		6,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.190.100.430.112	Nondept Janitorial Services	6,000.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.190.185.430.140	Nondept Criminal Prosecution	2,000.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.190.185.430.150	Nondept Indigent Defense		2,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
100.190.198.490.299	Transfers to Enhancement	67,790.00		Per City Code, Transfer 1/2 GF Surplus to Enhancement Fund
100.001.385.100	GF Appropriations	67,790.00		Per City Code, Transfer 1/2 GF Surplus to Enhancement Fund
299.001.390.100	Transfers In - General Fund	67,790.00		Per City Code, Transfer 1/2 GF Surplus to Enhancement Fund
299.001.385.100	Enhancement Appropriations		67,790.00	Per City Code, Transfer 1/2 GF Surplus to Enhancement Fund
251.260.100.440.100	Tourism Contributions	4,350.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
251.260.100.485.100	Tourism Contingency		4,350.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
299.290.100.430.165	Enhancement - Bank fees	6,000.00		Investment Management Fees for Enhancement Fund
299.001.385.100	Enhancement Appropriations	6,000.00		Investment Management Fees for Enhancement Fund
300.001.330.320	Federal Grant Revenue	5,622.00		Federal Grant Received for EOC Training
300.300.450.450.135	Travel	5,622.00		Federal Grant Received for EOC Training
500.510.100.460.140	Cargo - reimbursed expense	10,000.00		Budget Adjustment for nonbudgeted expenses that were not anticipated
500.001.385.100	Cargo Appropriations		10,000.00	Budget Adjustment for nonbudgeted expenses that were not anticipated
510.520.198.490.512	Transfers Out - Shipyard	332,432.00		Transfer to Shipyard from Harbor Fund due to FY 2017 Deficit in Shipyard
510.001.385.100	Harbor Appropriations	332,432.00		Transfer to Shipyard from Harbor Fund due to FY 2017 Deficit in Shipyard
512.001.390.510	Transfers In - Harbor	332,432.00		Transfer to Shipyard from Harbor Fund due to FY 2017 Deficit in Shipyard
512.001.385.100	Shipyard - Appropriations		332,432.00	Transfer to Shipyard from Harbor Fund due to FY 2017 Deficit in Shipyard
512.530.100.430.310	SY Supplies		5,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
512.530.100.450.520	SY R&M Misc		5,000.00	Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
512.530.100.450.560	SY R&M Equip	10,000.00		Reclassification of Expense - net result is no increase or decrease to FY 2018 Budget
500.001.375.605	Discounts Received	30,341.00		Aetna Health Insurance Discounts Received
500.001.385.100	Cargo Appropriation Fund Balance		30,341.00	Aetna Health Insurance Discounts Received
510.001.375.605	Discounts Received	43,547.00		Aetna Health Insurance Discounts Received
510.001.385.100	Harbor Appropriation Fund Balance		43,547.00	Aetna Health Insurance Discounts Received
512.001.375.605	Discounts Received	6,272.00		Aetna Health Insurance Discounts Received
512.001.385.100	SY Appropriation Fund Balance		6,272.00	Aetna Health Insurance Discounts Received
550.001.375.605	Discounts Received	17,324.00		Aetna Health Insurance Discounts Received
550.001.385.100	Water Appropriation Fund Balance		17,324.00	Aetna Health Insurance Discounts Received

GL Acct	Description	Increase	Decrease	Description
570.001.375.605	Discounts Received	53,314.00		Aetna Health Insurance Discounts Received
570.001.385.100	Sewer Appropriation Fund Balance		53,314.00	Aetna Health Insurance Discounts Received
585.001.375.605	Discounts Received	350.00		Aetna Health Insurance Discounts Received
585.001.385.100	E911 Appropriation Fund Balance		350.00	Aetna Health Insurance Discounts Received

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Mike Tvenge, City Manager *MT*  
**Thru:** Matthew Van Daele, Deputy City Manager *MD*  
**Date:** March 22, 2018

**Agenda Item: V. b. First Reading, Ordinance No.1374, Approving a Memorandum of Agreement Between the City of Kodiak and the Alutiiq Heritage Foundation Allowing the Alutiiq Heritage Foundation to Enter Block 17, Lot 2 New Kodiak Townsite for the Purpose of Constructing and Maintaining a Memorial Park for an Initial Term of Ten Years**

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**SUMMARY:** The Alutiiq Heritage Foundation, through the Alutiiq Museum, is requesting a Memorandum of Agreement (Attachment B) with the City of Kodiak, which would allow the creation of a new monument downtown honoring our community's Alutiiq heritage, culture, and ancestral significance. The Council voiced consensus at the February 6, 2018, work session for the City Manager to move forward with the MOA with the Alutiiq Heritage Foundation. The draft MOA was sent to the City attorney for review.

**BACKGROUND:** The parcel of land identified by the Alutiiq Heritage Foundation as being the ideal location for this cultural park is owned by the City of Kodiak (New Kodiak Block 17, Lot 2; or otherwise known as the vacant parcel located beside the Community Baptist Church, the Alutiiq Museum, and the old Alaska Department of Fish and Game building), and has previously been designated by the Downtown Revitalization Committee as an excellent location for a future park site. The Alutiiq Heritage Foundation, through the Alutiiq Museum, is interested in working with the City to enable a park to be built on this site with the City retaining ownership of the land itself, the Museum assuming the responsibility of upkeep and maintenance of the park infrastructure, and the two entities cooperating to conduct simple grounds keeping, namely lawn mowing and snow removal.

**PREVIOUS COUNCIL ACTION:**

- On August 8, 2017, staff members of the Alutiiq Museum presented information regarding the Alutiiq Ancestors' Memorial concept at the Council work session.
- On February 6, 2018, the Alutiiq Museum Executive Director and staff attended the work session and provided an update on the fundraising for the memorial park.

**LEGAL**

The City Attorney drafted the ordinance and made modifications to the Memorandum of Agreement.



**CITY MANAGER COMMENTS:** This memorial park will be a nice addition to downtown and will provide another cultural site to remember our ancestors.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1374

Attachment B: MOA between the City of Kodiak and the Alutiiq Heritage Foundation

Attachment C: Draft Alutiiq Ancestors' Memorial Design Concept and Planning Documents

**PROPOSED MOTION:**

Move to pass Ordinance No. 1374 in the first reading and advance to second reading and public hearing at the next special or regular Council meeting.

**CITY OF KODIAK  
ORDINANCE NUMBER 1374**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF KODIAK AND THE ALUTIIQ HERITAGE FOUNDATION ALLOWING THE ALUTIIQ HERITAGE FOUNDATION TO ENTER BLOCK 17, LOT 2 NEW KODIAK TOWNSITE FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A MEMORIAL PARK FOR AN INITIAL TERM OF TEN YEARS**

WHEREAS, ARTICLE V-17 of the Charter of the City of Kodiak requires that all contracts which by their terms will not be fully executed within five (5) years and which cannot be terminated by the City with not more than one month's notice without penalty to be approved by ordinance; and

WHEREAS, the proposed Memorandum of Agreement between the City of Kodiak and Alutiiq Heritage Foundation attached to this ordinance will not be fully executed within five (5) years and cannot be terminated by the City with not more than one month's notice without penalty; and

WHEREAS, the Memorandum of Agreement will provide for a means to construct and maintain a memorial park celebrating the heritage and culture of the Alutiiq people, will aid the City in developing the downtown area for greater community and visitor use, will provide Kodiak residents and visitors with a beautiful place to visit and learn, and will encourage community dialog and understanding of our diverse cultural heritage;

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

**Section 1:** Section 2 of this ordinance is not of a permanent and general nature and shall not be included in the Kodiak City Code.

**Section 2:** The Memorandum of Agreement between the City of Kodiak and the Alutiiq Heritage Foundation attached to this ordinance is hereby approved. The City Manager is authorized to sign the Agreement and to take all steps necessary to implement the Agreement.

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

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

First Reading:  
Second Reading:  
Effective Date:

**MEMORANDUM OF AGREEMENT**

Between

**The Alutiiq Heritage Foundation**

**City of Kodiak**

215 Mission Road, First Floor  
Kodiak, Alaska 99615  
Ph: (844) 425-8844  
Fax: (866) 335-7767

710 Mill Bay Road  
Kodiak, Alaska 99615  
Ph: (907) 486-8640  
Fax: (907) 486-8600

This Memorandum of Agreement (“Agreement”) is by and between the City of Kodiak (“the City”), the current owner and responsible authority of the 0.34 acre subject parcel of land with the legal description of: New Kodiak Subdivision Block 17, Lot 2, Plat No. 72-2, Kodiak Recording District, Third Judicial District, State of Alaska (“the subject parcel”); and the Alutiiq Heritage Foundation, dba the Alutiiq Museum and Archaeological Repository (“the Alutiiq Museum”), which desires to use the subject parcel to create an Alutiiq Ancestors’ Memorial park (“the Memorial,”) as described in Attachment A.

WITNESSETH:

**WHEREAS**, the City owns the subject parcel, located at 210 Mill Bay Road; and,

**WHEREAS**, the mission of the Alutiiq Museum is to preserve and share the heritage and culture of the Alutiiq people; and,

**WHEREAS**, the Alutiiq Heritage Foundation desires to create a cultural park to advance the Alutiiq Museum’s mission and to remind visitors of the importance of acknowledging and respecting those who came before us; and,

**WHEREAS**, the City’s Downtown Revitalization Committee identified the subject parcel as a potential park site; and,

**WHEREAS**, such a park in downtown Kodiak will aid the City in developing the downtown area for greater community and visitor use; and,

**WHEREAS**, the Memorial will provide Kodiak residents and visitors with a beautiful place to visit and learn, and will encourage community dialog and understanding of our diverse cultural heritage.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the City and the Alutiiq Museum (the “Parties”) agree as follows:

1. **Ownership.** The City shall retain ownership of the subject parcel, and authorizes the Alutiiq Museum to enter upon the subject parcel to construct the Memorial. The City assumes ownership upon completion of construction of any fixtures or improvements on the subject parcel.
2. **Term.** Notwithstanding anything contrary to Kodiak City Code Chapter 18.20, the Council of the City of Kodiak hereby authorizes the Alutiiq Museum to enter the subject parcel for the purposes of constructing and maintaining the Memorial thereon, including coordinating maintenance for the Memorial for a period of ten years from the date of this signed MOA. Upon mutual agreement, at the end of the initial or any extended term this Agreement may be renewed for an additional five year term.
3. **Approval of Plans.** The Alutiiq Museum shall not begin construction of the Memorial until the City has reviewed and approved plans for the construction of the Memorial, which shall be prepared and stamped by an architect or engineer registered in the State of Alaska.
4. **Contractor Requirements.** Any contractor that the Alutiiq Museum shall hire to perform construction work on the Memorial shall be licensed by the State of Alaska, and shall provide the Alutiiq Museum with performance and payment bonds in an amount equal to the contract price. While performing construction work on the Memorial, any such contractor shall maintain insurance that meets the requirements of Section 7 below.
5. **Scope of Work.** The Alutiiq Museum and City of Kodiak shall share responsibility for the upkeep, maintenance, and care of the Memorial. The responsibility will be shared as follows. The Alutiiq Museum shall coordinate or provide:
  - Annual Spring maintenance;
  - Weekly trash pick-up and weeding;
  - Graffiti removal, if needed; and,
  - Work with City on larger maintenance or repair matters, drawing on Museum's park maintenance fund if funds are available.

The City will provide:

- Lawn maintenance during summer months on an as-needed basis; and,
  - Coordinate with the Museum on larger maintenance or repair matters including considering whether such maintenance or repairs could be accomplished by city employees.
6. **Warranties:** The Alutiiq Museum will designate the City of Kodiak as owner for all warranties associated with construction of Memorial fixtures and additions.
  7. **Indemnification.** To the fullest extent permitted by law, the Alutiiq Museum agrees to defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including

costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with the Alutiiq Museum's actions or failures to act pursuant to this Agreement.

To the fullest extent permitted by law, the City agrees to defend, indemnify, and hold harmless the Alutiiq Museum, its appointed Board Members, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with the City of Kodiak's actions or failures to act pursuant to this Agreement.

In instances where liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, are alleged to arise out of or in any way be connected or associated with actions or failures to act of both the City and the Alutiiq Museum under this Agreement the indemnity obligations of the City and Alutiiq to each other shall be allocated on the basis of proportionate fault.

8. **Insurance.** The Alutiiq Museum, at its expense, shall provide the following insurance coverages for its performance under this Agreement, and shall provide to the City certificates of insurance and/or policies acceptable to the City at the time this Agreement is executed:
  - a. Commercial General Liability Insurance, with a minimum of \$1,000,000.00 per occurrence and/or aggregate combined single limit, bodily injury, and property damage.
  - b. Workers' Compensation Insurance shall be provided and maintained for all employees of the Alutiiq Museum engaged in work under this Agreement as required by AS 23.30.045 or any other applicable statutes or regulations. The Alutiiq Museum shall require Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement.
  - c. Volunteer Insurance - Volunteer Insurance, with a minimum of \$1,000,000.00 per occurrence and/or aggregate combined single limit, bodily injury, and property damage.
  - d. Additional Insurance Requirements are as follows; (1) list the City as an additional insured, including all elected and appointed City officials, all City employees and volunteers, all City boards, commissions, and/or authorities and their board members, employees, and volunteers; 2) waive subrogation; (3) provide coverage that is primary to the City and not contributing with any other insurance or similar protection available to the City, whether other available coverage be primary, contributing, or excess; and, (4) Require sixty (60) days written notice of cancellation non-renewal, reduction, and/or material change addressed to: City Clerk, 710 Mill Bay Road, Room 220, Kodiak, Alaska 99615.
  - e. If the above coverage expires during the term of this Agreement, the Alutiiq Museum shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date. The Alutiiq Museum 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 and acceptable to the City. If the Alutiiq Museum fails to comply with the insurance requirements of this Agreement, the City may terminate this Agreement on sixty (60) days written notice. The Alutiiq Museum 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 requires by this Agreement shall cover all claims arising in connection with the Alutiiq Museum's

performance 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.

9. **Termination.** Upon the expiration or earlier termination of this Agreement, the Alutiiq Museum shall relinquish any and all claims to the subject property and the improvements thereon, and the City may use the subject property and any improvements thereon in any manner and for any purpose that the City deems appropriate.
10. **No Waiver.** No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.
11. **Assignment or Delegation.** The Alutiiq Museum may not assign its rights or delegate its duties under this Agreement, or any part of it, except with the prior written consent of the City.
12. **Notice.** Any notice required by this Agreement must be hand delivered or sent by first class mail to the appropriate party at the address set forth above the signatures below, or any other address which the party subsequently designates in writing.
13. **Authority of Signers.** Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the Party on whose behalf he or she is executing this Agreement to the terms hereof.
14. **Effectiveness of Agreement.** This Agreement shall not become effective until authorized by Ordinance adopted by the Kodiak City Council.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF KODIAK  
710 Mill Bay Road  
Kodiak, Alaska 99615

ALUTIIQ HERITAGE FOUNDATION dba  
Alutiiq Museum and Archaeological  
Repository  
215 Mission Road, First Floor  
Kodiak, Alaska 99615

\_\_\_\_\_  
Mike Tvenge, City Manager

\_\_\_\_\_  
Margaret Roberts, Chair

Attest:

Witness:

\_\_\_\_\_  
Debra Marlar, City Clerk

\_\_\_\_\_





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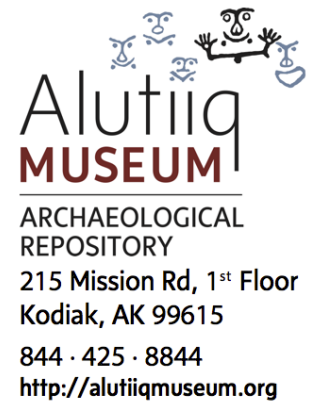
PROPOSAL TO THE CITY OF KODIAK

BY

THE ALUTIIQ HERITAGE FOUNDATION

AUGUST 8<sup>TH</sup>, 2017

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July 24<sup>th</sup>, 2017

Kodiak City Council  
c/o Mike Tvenge, City Manager  
71 Mill Bay Road,  
Kodiak, AK 99615

**RE: ALUTIIQ ANCESTORS' MEMORIAL PARK PROPOSAL**

Honorable Council Members,

Attached please find a proposal for a new city park honoring Kodiak's Alutiiq heritage. We ask for your careful consideration of this important cultural landmark, and pledge our financial and logistical assistance to create an attractive, useful, and educational community space.

Briefly, the Alutiiq Heritage Foundation (D.B.A. Alutiiq Museum & Archaeological Repository) requests authorization from the Kodiak City Council to establish the *Alutiiq Ancestors' Memorial* on the .34 acre plot of city land on the corner of Kashevaroff Ave. and Upper Mill Bay Rd (210 Mill Bay Rd; New Kodiak BK. 17 LT. 2). The City of Kodiak would retain ownership of the parcel, and the Alutiiq Museum would fundraise to support the costs of establishing park facilities and paying for selected, ongoing maintenance. Details of our collaboration would be outlined in an MOA negotiated between the City and the Alutiiq Museum.

There is a need for this park. The *Alutiiq Ancestors' Memorial* will honor Kodiak's Alutiiq heritage, and will remind all visitors of the importance of acknowledging and respecting those who come before us. Establishment of a cultural park is aligned with the Alutiiq Museum's mission, which is to *preserve and share the heritage and culture of the Alutiiq people* – and our goal to expand our reach and relevance beyond the Museum walls to a larger public audience. This park in downtown Kodiak will also aid the City in developing a lot for community and visitor use that has been vacant since 1964—a lot which has been identified as a potential park site by the Downtown Revitalization Committee. In short, the *Alutiiq Ancestors' Memorial* will provide Kodiak residents and visitors with a beautiful place to visit and learn, and will encourage community dialogue and understanding.

The Alutiiq Heritage Foundation is well-prepared to implement the attached proposal. Since our inception 22 years ago, we have successfully partnered on large-scale, multi-year projects requiring significant fundraising, time management, and logistics. From major archaeological research projects to

international exhibits and facilities improvements, our staff has an excellent record of project implementation. We have completed numerous large initiatives on time, on budget, and with significant benefit to the Kodiak community. Our past partners have included the Smithsonian Institution, University of Alaska Fairbanks, Harvard University's Peabody Museum, and the City of Boulogne-Sur-Mer, France. Moreover, we bring strong relationships to this project. In addition to conducting community fundraising across the Kodiak Archipelago, we plan to leverage our relationships with foundations to seek grant support for the park. As such, our fundraising plan will minimize costs to the City and establish a fund for ongoing park maintenance.

Kodiak is a beautiful town, and its public spaces would be enhanced with an Alutiiq cultural landmark. The proposed *Alutiiq Ancestors' Memorial* will provide a respectful Native cultural presence in the downtown area, while also serving to inform and inspire. Collaborations between Native-run non-profits and municipalities are uncommon, but this project could serve as a model for other communities who seek to honor their unique Indigenous histories. *Quyanaa* – We thank you for your consideration.

Sincerely,



Margaret Roberts  
Chair, Board of Directors



April Laktonen Counciller, Ph.D.  
Executive Director

## ALUTIIQ ANCESTORS' MEMORIAL: PROPOSAL

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### EXECUTIVE SUMMARY

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The Alutiiq Museum proposes to establish of an *Alutiiq Ancestors' Memorial* park, featuring a circular memorial feature, interpretive signage, low-maintenance plantings, and paved walkways (See Appendix II). The purpose park is to honor Kodiak's Alutiiq heritage, acknowledge the contributions of Alutiiq people to the cultural fabric of Kodiak, and encourage respectful treatment of ancestral sites and burials. We propose that the City of Kodiak retain ownership of the property, and authorize the Alutiiq Museum to develop the park it on the corner of Kashevaroff Ave. and Upper Mill Bay Road (210 Mill Bay Road; New Kodiak BK. 17 LT. 2). The proposed location is directly diagonal from the Alutiiq Museum (See Fig. 1).



FIGURE 1 - AERIAL VIEW OF PROPOSED MEMORIAL PARK SITE (A), NEAR ALUTIIQ MUSEUM (B).

The Alutiiq Museum will fundraise to pay for the costs of establishment of the memorial and contribute to ongoing maintenance. We request that the City of Kodiak maintain the property at the same level as other city-owned properties (i.e., mowing & snow removal). Additional upkeep (e.g., weeding, litter pick up) would be contributed by the museum and its volunteers. Details of the collaboration would be outlined in an MOA between the City and the Alutiiq Heritage Foundation, the Alutiiq Museum's governing body. We understand that this collaboration will require long-term commitment.

### BACKGROUND

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The Alutiiq Ancestors' memorial idea came from ongoing efforts in the Kodiak Native community to address historic and contemporary issues surrounding the treatment of ancestral remains and archaeological sites. The focus of the memorial has broadened since the formation of a community steering committee. The committee recommended the space be used to honor Kodiak Island's Alutiiq heritage and ancestry, and encourage all visitors to consider the contributions of the Alutiiq people to Kodiak's heritage. It is with this perspective that we approach the City of Kodiak. We are not seeking a place for ancestral burials. Instead, we seek a monument that can be used to promote cultural understanding.

The Alutiiq Museum has worked on repatriations with local tribes since its inception, under the Native American Graves Protection & Repatriation Act (NAGPRA). Repatriation refers to the return of human remains, funerary objects, sacred objects, and objects of cultural patrimony to their tribes of origin. Myths of vanishing races and discrimination against Native Americans led to numerous excavations in Kodiak and around the country, some with the goal of removing as many human remains as possible for scientific study. This work was done without the consent of Alutiiq communities. Such treatment is no longer acceptable, and repatriations to Kodiak tribes are ongoing. However, there are still issues with preservation and protection of Kodiak Alutiiq archaeological sites and their contents, including our ancestors remains. Site vandalism, illegal artifact trade, disrespectful treatment of ancestral remains, and misunderstandings about Native culture continue in the Kodiak region. This memorial will help visitors understand the ethical and legal imperatives surrounding ancestral resources.

There is great potential to enhance the cultural landscape of the City of Kodiak with an Alutiiq Ancestors' Memorial, and the Alutiiq Heritage Foundation is committed to developing this park to encourage positive cultural dialog and reflection for all of Kodiak's residents and visitors.

## PROJECT PLAN

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The project plan outlined here is contingent on approval of this proposal by the City Council. We seek authorization for the park now, so that we can begin active fundraising by September, 2017.

Initial communications with the City and the Alutiiq Heritage Foundation board (AHF) began in May and June, 2017. Museum staff met with City management and Mayor Branson, and formed a volunteer steering committee to guide decisions about the memorial. Following a presentation to the City Council at a work session, this plan and budget were developed for the city's consideration.

While the project is in initial planning, we have begun to receive offers of in-kind services and donations from local businesses. This indicates community support for the memorial. As fundraising has not officially begun, we have not sought business or individual donations, but the Museum has begun laying the groundwork for contributions of support from with our founding Native corporations, local tribes, and foundations we have worked with on other projects.

## PROJECT TIMELINE

Under the proposed plan, the park will be developed by Summer 2018, and ready for an official ribbon-cutting ceremony by August 2018. At the museum, the project will be led by Executive Director April Counciller, Ph.D., with help from Development Assistant Jeff Garcie (See Appendix IV, Museum Staff).

The work plan chart shown on the next page outlines major project activities.

## WORK PLAN

Alutiiq Ancestors Memorial: Workplan		2017										2018							
Activity	Personnel	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
Initial city communications	ED, DA	■																	
Alutiiq Museum board review	ED, Museum Board		■					■			■			■					
Meeting of steering committee	ED, DA, Steering		■	■		■		■		■		■		■		■			
Presentation at City work session	ED, DA		■		■				■		■				■				
Develop budget/workplan	ED, DA, CC		■	■	■														
Site survey work	DA, Surveyors		■																
Negotiate MOU with City	ED, City Mgmt.					■													
Site design & approval	Designer, DA, ED, City Mgmt			■	■	■													
Brick fundraising website developed	DA, ED, Contractor				■	■													
Groundbreaking Ceremony (Indigenous Peoples' Day?)	All						■												
Apply for foundation support	ED, CC, DA					■	■	■	■										
Sell fundraising bricks*	ED, DA					■	■	■	■	■	■	■	■	■	■	■	■		
Local fundraising/sponsorships	DA, ED, Steering					■	■	■	■	■	■	■	■	■	■	■	■		
Develop contracts	ED, AD, DA					■	■	■	■										
Site preparation	Contractors						■	■	■	■	■	■	■	■	■	■	■		
Sign design, approval & ordering	DA, CC, Contractors, City Mgmt.						■	■	■	■	■	■	■	■	■	■	■		
Pathway, signage, fence installation	Contractors									■	■	■	■	■	■	■	■		
Hydroseeding, planting	Contractors										■	■	■	■	■	■	■		
Site work complete, engraved brick placement	DA, Contractor														■	■	■		
Advertising, invitation of dignitaries for opening	DA, AD, Steering														■	■	■		
Opening ceremony	Museum, City, Steering, Public																■		

**Personnel:** ED=Executive Director, DA=Development Assistant, AD=Assistant Director, CC=Chief Curator, Steering=Steering Committee

\*brick sales before deadline will be placed before grand opening. Ongoing sales for 1 year for upkeep fund

Once an MOU is negotiated between the City and Alutiiq Heritage Foundation, we will increase our fundraising efforts and seek grant support for the project. The Rasmuson Foundation has agreed to consider a Tier 1 proposal, which could provide up to \$25,000 in support. Additionally, museum staff and steering committee members will begin active outreach to increase local support and fundraise, ensuring the City's needs and concerns are addressed. A well promoted October 2017 groundbreaking ceremony will also increase public awareness and generate press coverage.

Local businesses will be contracted to develop the park, including donated groundwork by Golden Alaska Excavating, and donated plantings by Kodiak Lawn Care. The majority of cost for the memorial, ca. \$70,000.00 will be raised through sales of engraved pathway bricks and pavers that will be integrated in the site design, with businesses and individual donors recognized (see Budget, below).

### STEERING COMMITTEE

The Alutiiq Museum formed a steering committee to guide the development of the memorial.

Participants outside of the Alutiiq Museum include:

- Mike Brady, USF&WS
- Nanette Foster, Artist
- Mayor Pat Branson
- Fr. Innocent Dresdow, Russian Orthodox Church
- Sven Haakanson, Jr., Ph.D., Burke Museum

- Alisha Drabek, Ph.D., Afognak Native Corporation
- Frank Peterson, Jr., Koniag, Inc. & Sun’aq Tribe of Kodiak
- Stacy Studebaker, Master Gardener
- Margaret Roberts, KANA & Alutiiq Heritage Foundation
- Shauna Hegna, Koniag, Inc., and Alutiiq Heritage Foundation
- Jeanine Marsh, Sun’aq Tribe of Kodiak
- Lisa Hupp, USF&WS

Two steering committee meetings have been held so far. The committee is open to anyone interested in consulting on the project or assisting with fundraising. Interested parties can contact the Alutiiq Museum to join the project on the email list. We also plan to create a project specific website that will share project news, promote paver sales, and help people communicate with the museum about park development.

## SITE DESIGN

The park site is a roughly rectangular lot about 120 feet long. It is .34 acres, and the long edge of the property abuts Upper Mill Bay Road. It is adjacent to the old Fish & Game building, and diagonal from the Alutiiq Museum’s back door.

Site designing services have been donated by Appian Way Pavers. Landscape architect Yvette Burlette has contributed a draft site plan (Figure 2). The current plan is encircled by low open fencing, with three entrances. One entrance is on Upper Mill Bay, while an ADA-accessible entrance path is planned for the side facing Kashevaroff Drive. Additionally, a small set of steps will provide access to the main park pathway out of the existing parking area.

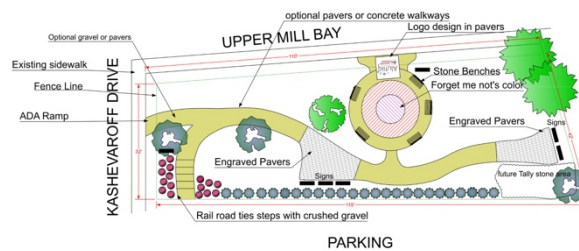


FIGURE 2: DRAFT PARK DESIGN. SEE LARGER VERSION IN APPENDIX II.

The park design features a meandering pathway, with sections near the planned

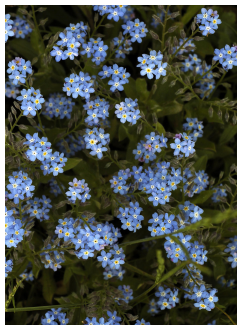


FIGURE 3: FORGET-ME-NOT FLOWERS.

interpretive signs reserved for engraved donor bricks. The center of the park will contain a concrete ring memorial, planted with perennial dwarf forget-me-nots. The circle is an important symbol in Alutiiq culture. Circles represents the universe in Alutiiq art, and circular holes can act as passageways between the human and the spirit world. Informative signs will share these interpretations, introduce Kodiak’s Native history, and tell the project story.

Visitors will be invited to leave a pebble or small stone at the circle as a gesture of respect. A corner of the park is planned for a “tally stone” to commemorate human remains that have been returned to Kodiak Island through repatriation.



The parking side of the park, opposite Mill Bay Road, has an embankment ranging from a few inches where the steps are located, to 11 feet above the parking level at the opposite end. To reduce access and erosion, foot traffic will be directed away from the brush-covered embankment with fencing along the upper edge, and bushes planted on the embankment itself.

**SELECTED MATERIALS**

To reduce future maintenance needs, plantings for the park will be low-maintenance and suited for Kodiak’s climate. Museum staff have consulted with professionals and local gardeners for input on plantings. For ease of maintenance, much of the park will be grass only.

Similarly, the park’s hardscaping is planned to be durable and low maintenance. Fencing will be made from treated heavyweight posts and beams. The type of engraved bricks used in pathways will use laser vitrification rather than sandblasting to preserve surface integrity and increase lifespan (they come with a lifetime warranty). Concrete benches will be treated with a sealer and re-sealed on a semi-annual basis as needed. Signage will be produced by iZone, a leading company in outdoor signage for parks and national monuments, using a patented, long-lasting, synthetic material.



FIGURE 4: EXAMPLE BRICKS FROM FUNDRAISINGBRICK.COM. MEMORIAL BRICKS WILL BE GRAY.

**BUDGET**

The total cost of the park development is approximately \$156,000.00. This includes all costs to the Alutiiq Museum from the current date through the groundbreaking in 2018. This budget does not include ongoing annual costs to the Alutiiq Museum for maintenance and upkeep, nor does it include the City’s costs of the collaboration.

See Budget sheet on the following page.



<b>DRAFT 7/18/2017 Ancestors Memorial Capital Budget</b>				
<b>Cost Item</b>	<b>RATE/Provider</b>	<b>Budget</b>	<b>Notes</b>	
<b>Personnel</b>				
Museum ED & Dev. Asst.	16 months, at 20 & 30 hrs.mo.	\$ 42,564.92	thru 7/2018. non-budgeted hours in-kind	
Archaeological Survey	P.Saltonstall, Curator of Archaeo	\$ 500.00	Verify no prehistoric features	
Volunteer Memorial Commit	est. \$25/hr, 12 mtngs 1.5	\$ 4,500.00	Donated time from Committee members	
<b>Contractual</b>				
Geophysical survey	Underground feature documen	\$ 300.00	Donated Services from Ryan Cross	
Topographical Survey	Kodiak Land Surveying	\$ 4,000.00	Donated Services by Kodiak Land Surveying	
Site Design	Yvette Burlette, Appian Way	\$ 10,000.00	Donated Services from Yvette Burlete	
Two entrance signs	Island Trails Network	\$ 800.00	Wooden Signs, approx. 20X40"	
Ground work, grading	Golden Alaska	\$ 10,000.00	Donated by Golden Alaska Excavating	
Low-maintenance Plantings,	Kodiak Lawn Care	\$ 5,000.00	Donated by Kodiak Lawn Care	
Reg. paver installation, bench	Belarde Custom Concrete	\$ 28,550.00	Incl. pavers	
Fencing	labor+ low-maintenance comp	\$ 13,200.00	Pending quotes	
Memorial Logo	Alisha Drabek, Nunaworks	\$ 500.00	Donated by Nunaworks	
Fundraising website	Sparkem Studio	\$ 871.00	Online donations & Brick ordering	
<b>Fixtures</b>				
Fundraising Bricks and Paver	Fundraisingbrick.com	\$ 10,600.00	300 engraved bricks/pavers + ship from Seattle	
Interprative signs	iZone (Used by Parks Svc.)	\$ 3,509.07	Weatherproof interpretive signage, 24X36"	
Additional Fixtures	As determined by Design Com	\$ 5,000.00	estimated cost	
concrete bench stones,	Doty & Sons, price includes shi	\$ 13,640.00	Specialty Concrete products	
<b>Other</b>				
Advertising costs	Fundraising & events	\$ 1,400.00		
Ribbon Cutting & Grand Ope	performers, refreshments, sup	\$ 1,000.00		
	<b>Total Cost:</b>	\$ 155,934.99		
	<b>Donated Services:</b>	\$ (34,300.00)		
	<b>Fundraising brick gross Profit:</b>	\$ (76,250.00)		
	<b>Still Needed:</b>	\$ 45,384.99		

## CONCLUSION

The town of Kodiak will benefit from the establishment of the Alutiiq Ancestors' Memorial. Creation of a memorial park for Kodiak's first peoples will contribute to community understanding, educate students and visitors, and provide a place of beauty and contemplation in the downtown area.

The Alutiiq Heritage Foundation (Alutiiq Museum) seeks authorization to enter an MOA with the City of Kodiak regarding the development of the site. With approval of this plan by September, 2017, and successful fundraising for the costs, we feel that this park will be ready for a grand opening by late Summer 2018. This plan has been developed to minimize financial impact to the City of Kodiak through fundraising and grant support covering all development costs. Additionally, the Alutiiq Museum commits to both volunteer coordination for park upkeep, and establishment of a maintenance fund for intermittent or unexpected future costs.

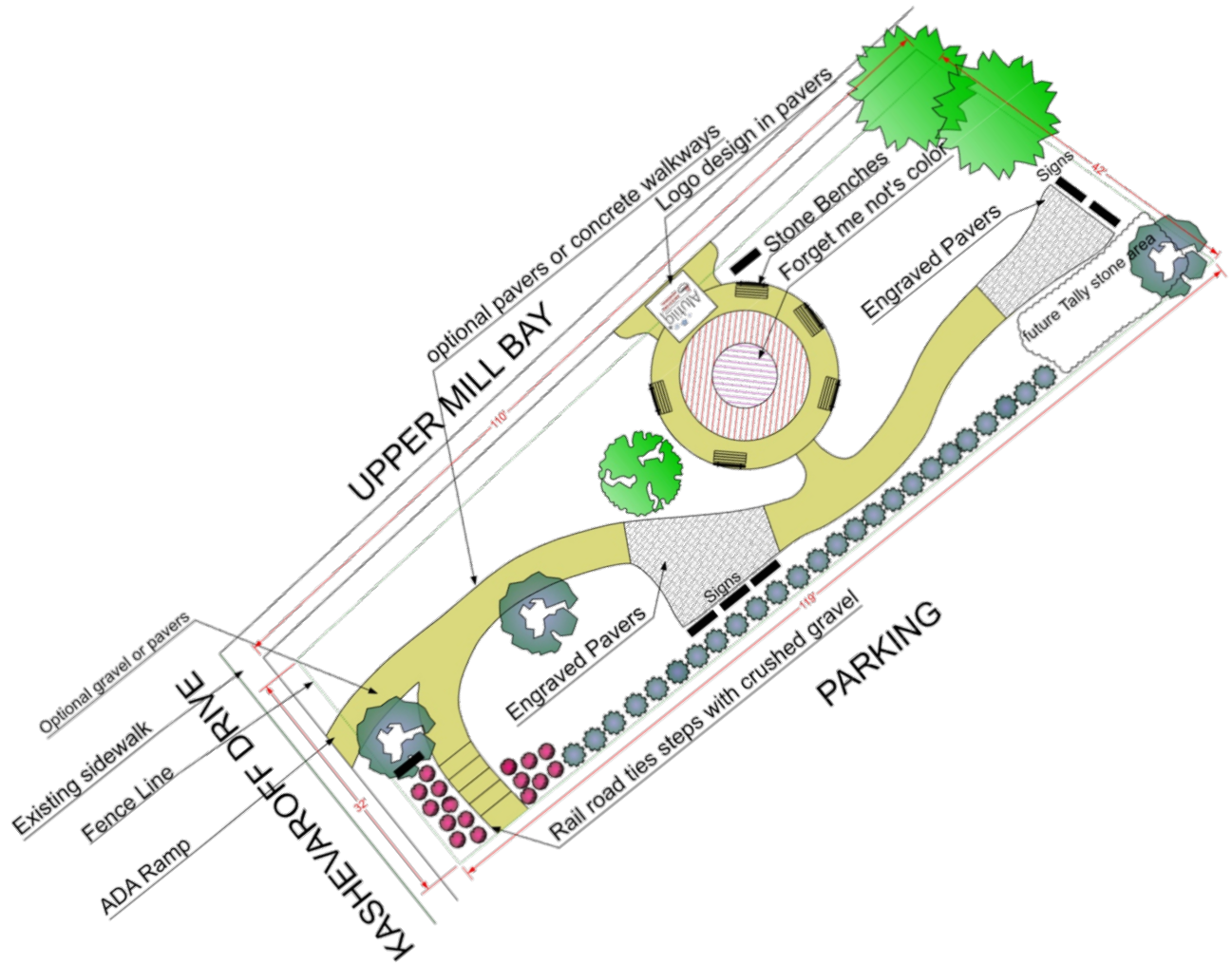
We sincerely appreciate this opportunity to collaborate. Should there be any questions, please contact April Counciller at 1-844-425-8844 (844-4ALUTIIQ) x12.

APPENDIX I – AERIAL IMAGE OF SITE, SOURCE: KIB GIS WEBSITE

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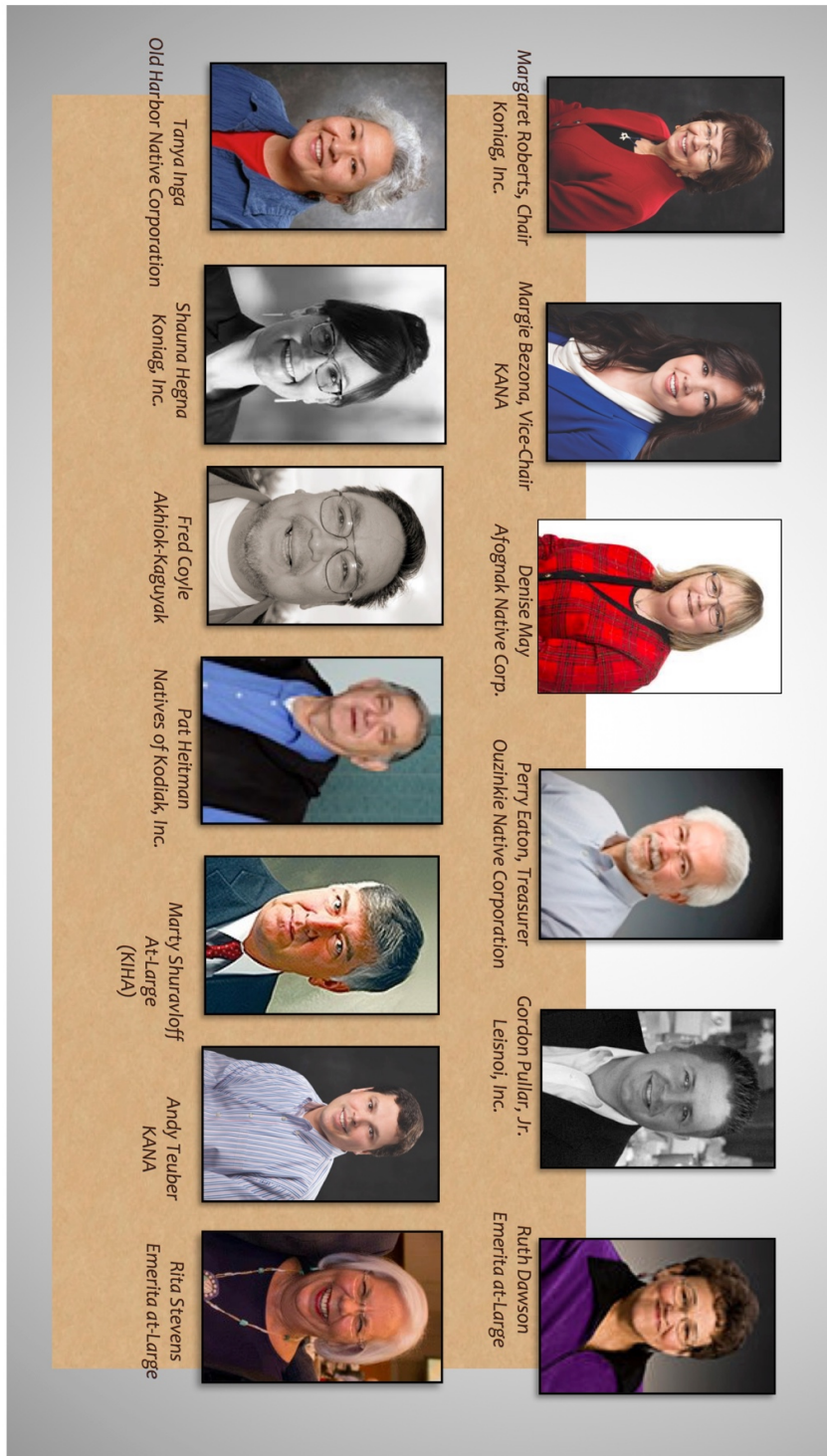


PROPOSED MEMORIAL SITE: 210 MILL BAY ROAD; NEW KODIAK BK. 17 LT. 2

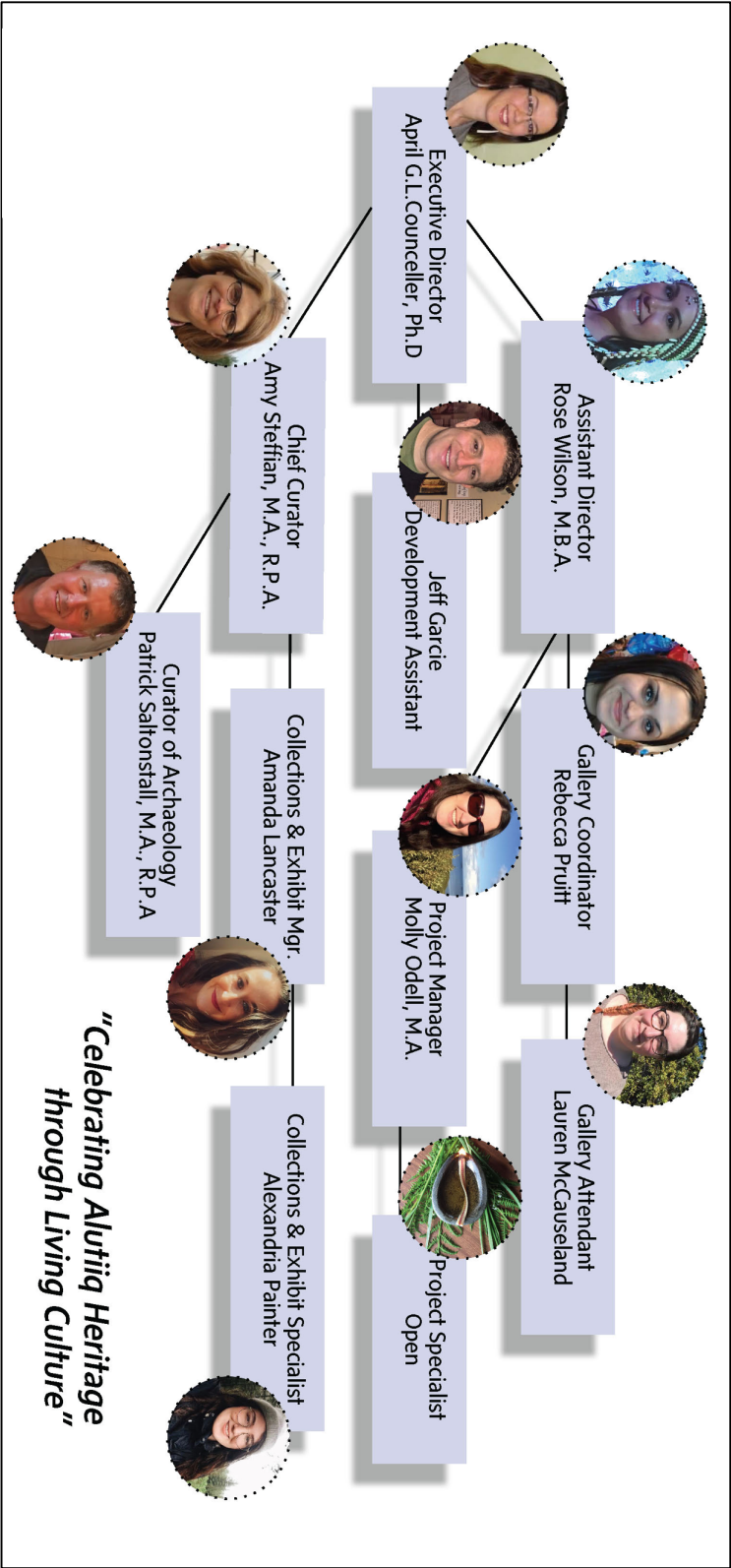


DRAFT ALUTIIQ ANCESTORS' MEMORIAL DESIGN, PENDING COMMITTEE AND CITY APPROVAL.

APPENDIX IV – ALUTIIQ HERITAGE FOUNDATION BOARD







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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager *MT*

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

**Date:** March 22, 2018

**Agenda Item:** V. c. **Authorization of Change Order No. 1 for the Wastewater Treatment Plant Centrifuge Project No. 7519**

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**SUMMARY:** In October 2017 installation of the new WWTP Centrifuge began. The project is now complete, and the centrifuge is exceeding expectations. During the installation we found a number of issues that required additional engineering and construction modifications. These modifications were performed by Change Order pursuant to City Code 2.08.060 (f) and 3.12.020. The amount of the change order exceeds the \$35,000 City Manager's limit and is being brought before the City Council for acknowledgement and authorization of funding.

**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
- Council authorized the award of the centrifuge installation contract at the June 22, 2017 meeting

**DISCUSSION:** Per Glenn Melvin, City Engineer's comments below:

This is a summary of construction issues that led to Centrifuge Change Order No. 1. In order to keep the project moving and avoid a potential project shutdown, I issued work directives to the contractor and CH2M to sort out and work through installation issues and provide estimated pricing for any additional work needed. Per the City Standard Specifications, Standard General Conditions of the Construction Contract, Article 9 it is my responsibility to oversee construction and issue Change Directives as necessary to keep the project moving forward. Change Order No. 1 includes seven work directives covering multiple problems encountered during the centrifuge installation and interface with existing WWTP controls systems.

There were basically two main issues. 1) Centrifuge packaging and shipping, and 2) centrifuge electrical and controls problems.

The City pre-purchased the centrifuge in order to save time and be operational by September of 2017. Delays occurred with the centrifuge supplier (Andritz) that moved the target delivery date from late August to late October, 2017. On October 20, 2017, we were notified by PAF that the centrifuge had arrived in Kodiak and we needed to inspect the crates at PAF before they delivered them to the WWTP.

MARCH 22, 2018  
Agenda Item V. c. Memo Page 1 of 4

When we inspected the crates, we noticed the centrifuge had been shipped in seven different crates and one flat. We were surprised because the information given to us from Andritz indicated that the centrifuge would be shipped as a single unit pre- assembled. I contacted Andritz and asked why they shipped it unassembled, and they told me it was too large to ship assembled.

On the same day the crates and flat were delivered to the WWTP, I met with the contractor at the WWTP to discuss opening the crates and figuring out how to assemble the centrifuge. The weather was not good, so we decided to wait to the next day for better weather to start the assembly process. When opening the crates and sorting out the parts, we found many boxes and bags of assorted parts and equipment but did not find any assembly instructions. At this point I notified Andritz that what we got was not what we expected and we needed assistance. As unpacking progressed we found that some parts were missing, so I notified Andritz that we were at a stand-still and needed assistance. Andritz agreed to send a technician to Kodiak ASAP to assist.

On October 25th Andritz called to let us know they would have a technician travel to Kodiak on the 31st. The technician's flight out of Boston was cancelled due to weather and rescheduled for the next week. During the time we were waiting on the technician, we continued to work with the contractor to sort out what additional parts were missing and notify Andritz to have them air-freighted. We received most of the missing parts, and the contractor was able to assemble and install the centrifuge. The Andritz tech showed up a few days later and worked with the contractor to verify the installation. The next step was to construct and connect the plumbing and electric to the centrifuge and begin programming the centrifuge panel.

When the electrical contractor began installing and connecting the centrifuge wiring and controls to the existing waste water plant power and controls panels, a number of contractor questions were asked, and I contacted CH2M electrical engineer to help clarify. The questions raised concerns and CH2M agreed to send the electrical engineer to Kodiak to assist. As the electrical installation progressed, it was discovered that a design error was made in the controls logic that needed additional design and would require additional controls modifications. CH2M committed to work directly with the contractor to correct and resolve the controls issues. This effort caused delays and resulted in rescheduling for planned trips to Kodiak for CH2m's controls programmer from Seattle and the Andritz startup technician from Texas. Due to the holiday season, it was agreed to reschedule the startup for the first week in January.

The startup team including the contractor, the Andritz technician, and the CH2M programmer arrived on January 8th. When they began running through the centrifuge controls system, it was discovered that there was a problem with the polymer system interface, which resulted in additional electrical, controls, and programming work. At this point the centrifuge could only be initially energized and could not process sludge until the polymer issue was resolved. CH2M agreed to do the design modifications and submit to the contractor for pricing. This delayed the scheduled start up and the team agreed to come

back to Kodiak after the additional polymer system electrical work was complete. All agreed to return to Kodiak the week of February 5th.

During the week of February 5th, the startup team successfully started and ran the centrifuge. During that week the Andritz technician provided the required training to WWTP operators and we are now up and running.

The electrical issues required additional design. Floyd Damron with CH2M agreed to perform all additional design and on-site assistance to see the project to completion at no additional charge. This was roughly a \$15k effort on their part. This was a fair offer and we appreciate the offer. Andritz needed to provide additional engineering to address the controls issues, and Floyd Damron negotiated the additional Andritz engineering at no cost to the City.

To sum up, nearly all of the change order work was additional work needed and not changes to work already done. The City's Standard Specifications and Change Order process allowed us to keep the project moving and avoid what could have been a costly project shut down. The contractor, Bering Industrial, worked equitably through the change order issues and did not push for excessive charges.

**ALTERNATIVES:**

N/A -Work has been completed and centrifuge is operational.

**FINANCIAL IMPLICATIONS:** The design, purchase and installation of a centrifuge were included in the FY2018 budget, and there is available funding for this change order.

**LEGAL:** KCC 2.08.060 (f)

**STAFF RECOMMENDATION:** Staff recommends Council acknowledge and authorize Change Order No. 1 to the construction contract with Bering Industrial Contractors Inc. for the Wastewater Treatment Plant Centrifuge Installation Project No. 17-03/7519 in the amount of \$49,883.06 with funds coming from the Sewer Capital Improvement Fund, WWTP Centrifuge Project No. 7519.

**CITY MANAGER'S COMMENTS:** The work required to remedy the polymer system interface was unknown prior to the centrifuge installation. When discovered, the work required was agreed by the City Engineer to be performed on a time and materials basis. The final costs were not determined until we had an operational system. This change order exceeds the Manager's limitation authority and requires approval by the City Council.

**ATTACHMENTS:**

Attachment A: City of Kodiak Change Order No. 1 dated December 20, 2017



**PROPOSED MOTION:**

Move to authorize Change Order No. 1 to the construction contract with Bering Industrial Contractors Inc. for the Wastewater Treatment Plant Centrifuge Installation Project No. 17-03/7519 in the amount of \$49,883.06 with funds coming from the Sewer Capital Improvement Fund, Waste Water Treatment Plant Centrifuge Project No. 7519.

MARCH 22, 2018  
Agenda Item V. c. Memo Page 4 of 4



CITY OF KODIAK  
CHANGE ORDER

CHANGE ORDER NO.: 1

DATE: 12/20/17

NAME OF PROJECT: WWTP Centrifuge Installation

PROJECT NO.: 17-03/7519

CONTRACTOR: Bering Industrial Contractors, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1. Completion date change from October 31, 2017 to March 16, 2018
- 2. Modification Request No. 1 – Labor for additional time assembling centrifuge and issues with skid unit, materials, forklift rental \$10,442.05
- 3. Modification Request No. 2 – 7, additional mechanical, piping, electrical, and controls work required for improved centrifuge operation \$39,441.01

Total: \$49,883.06

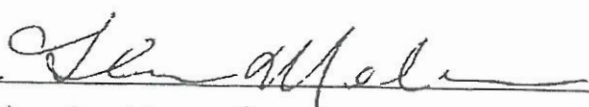
Justification: Attachment A: Modification Request No. 1 through 7 and documentation

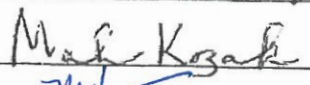
Original CONTRACT PRICE: \_\_\_\_\_ \$341,550.00

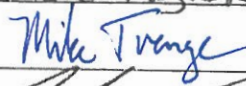
The CONTRACT PRICE prior to this CHANGE ORDERS: \_\_\_\_\_ \$341,550.00

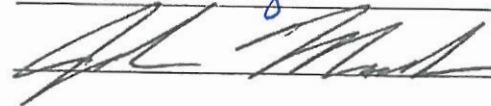
The CONTRACT PRICE due to this CHANGE ORDER will increase: \_\_\_\_\_ \$49,883.06

The new CONTRACT PRICE including this CHANGE ORDER: \_\_\_\_\_ \$391,433.06

Requested by City Engineer 

Approved by Department Head 

Ordered by City Manager 

Accepted by Contractor 

\* City Manager Authorized Per City Code, 2.08.060 (f) and 3.12.020

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager *MT*

**Date:** March 22, 2018

**Agenda Item:** V. d. **Authorization of Survey and Professional Services Agreement for Annual Inspection and Preventative Maintenance of the Kodiak Police Department Building Control Systems**

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**SUMMARY:** This authorization would award a three-year agreement with Long Building Technologies Inc. (Long) 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. This authorization also includes an initial survey to assess the condition of the existing HVAC and Johnson Controls.

Staff recommends that Council authorize this three-year maintenance agreement with Long in the proposed amounts of \$15,324 for FY2019, \$15,324 for FY2020, and \$15,324 for FY 2021. Staff also recommends that Council authorize the initial survey in the proposed total amount of \$7,584.

**PREVIOUS COUNCIL ACTION:** In 2014 the City entered into a three-year service agreement with Johnson Controls, Inc. In 2017 the City Manager recommended exploring competitive service agreements.

**DISCUSSION:** The Kodiak Police Station incorporates a number of automated systems that control and operate the buildings fire, security and mechanical systems. Johnson Controls Inc. (JCI) was contracted to provide preventative maintenance and corrections of minor deficiencies encountered during routine inspections of the fire, security and mechanical system controls in the Kodiak Police Station when it came on line in 2010. While staff has participated in owner training intended to familiarize them with these sophisticated operating and control systems, City staff does not possess the training or qualifications to maintain and service these systems. These sophisticated systems must be routinely inspected and serviced for optimal performance. The three-year agreement with JCI terminated at the end of FY2017.

Long provides services in eight northwestern US States and has a strong presence in Anchorage, Alaska. They have qualified building systems technicians located in Kodiak. Long services KIB buildings on Near Island, USCG facilities, and currently provides building controls and HVAC services at the Kodiak Public Library. They have the qualifications, training, and experience to maintain and diagnose the new Building Automation Systems (BAS).

**ALTERNATIVES:**

- 1) Authorize the three-year and survey agreement with Long, which is recommended.
- 2) Amend or do not authorize the agreement.

**FINANCIAL IMPLICATIONS:** The first year amount of this multi-year agreement is included in the FY2019 General Fund, Police Administration, Repair and Maintenance.

**LEGAL:** KCC 3.12.070 Contracts for Professional Service

**STAFF RECOMMENDATION:** Staff recommends that Council authorize this three-year maintenance agreement with Long in the proposed amounts of \$15,324 for FY2019, \$15,324 for FY2020, and \$15,324 for FY 2021. Staff also recommends that Council authorize the initial survey in the proposed total amount of \$7,584.

**CITY MANAGER'S COMMENTS:** The City has contracted with Long Building Technologies Inc. for similar work and has been pleased with the results. Long has been servicing the KPD mechanical systems since the contract ended with Johnson Controls, and I recommend we enter into this agreement, which will provide better value than on call service does.

**ATTACHMENTS:**

Attachment A: Long, HVAC and BAS System Service Maintenance Agreement, dated March 1, 2018

Attachment B: Long, Kodiak Police Station HVAC System Survey, Kodiak, Alaska, dated March 1, 2018

**PROPOSED MOTION:**

Move to authorize the initial survey in the amount \$7,584 and a three-year professional service agreement for maintenance services with Long Building Technologies Inc. in the proposed amounts of \$15,324 for FY2019, \$15,324 for FY2020, and \$15,324 for FY2021, with first-year funding from the FY2019 General Fund, Police Administration, Repair and Maintenance account and authorize the City Manager to execute the documents on behalf of the City.



# **HVAC and BAS System Service Maintenance Agreement**

*Prepared for:*  
**Glenn Melvin**

**Services Provided at:**

**Kodiak Police Station  
2160 Mill Bay Road  
Kodiak, Alaska 99615**



**3/1/18**

*Prepared by:*

**Curtis Holeman  
907-242-6571**

**LONG Building Technologies, Inc.  
5660 B Street  
Anchorage, Alaska, 99518**

## Executive Summary

Thank you for choosing LONG Building Technologies, Inc. as your Building HVAC and Automation System (BAS) Support Provider. We are dedicated to providing world class building HVAC and automation support for your buildings. Our specialized team focuses on the development, installation and maintenance of your HVAC and BAS systems.

Your HVAC and BAS systems are the critical components in maintaining temperature, humidity and air quality in your inside environments. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the areas that may be impacted by indoor environmental conditions. However, all technology requires some upkeep to maintain peak performance and extend its life, and your system is no exception.

This service agreement was developed by LONG building HVAC and automation professionals who are educated in both HVAC equipment and controls. This professional knowledge benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of Mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in emergency situations. 24/7 emergency support through LONG Building Automation Center enables LONG to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A Stronger Bottom Line** – Excessive energy consumption and emergency repairs can erode your bottom line. Regular, planned HVAC and BAS service is a normal expense that typically pays for itself through energy and operation cost savings.

We are committed to working with you to maintain the building HVAC and automation systems that are essential to creating and sustaining the indoor environment conditions that support your organization's needs. The details of that commitment are provided in the following pages.

***WE VALUE THE CONFIDENCE YOU PLACE IN LONG AND LOOK FORWARD TO WORKING WITH YOU.***

### ***LONG BUILDING TECHNOLOGIES HVAC and BAS SERVICE MAINTENANCE AGREEMENT***

# Scheduled Service Agreement

<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 1 of 14
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<b>Customer:</b>	City of Kodiak 2410 Mill Bay Road Kodiak Alaska 99615
<b>Equipment Location:</b>	Kodiak Police Station 2160 Mill Bay Road Kodiak Alaska 99615

## GENERAL CONDITIONS

**SERVICE AGREEMENT:** This service agreement is designed to help protect and extend the life of your capital investment in the HVAC equipment covered by this agreement. Additional benefits include maintaining operating efficiencies, system reliability and to help maintain a comfortable environment for your building's occupants. Service will be scheduled, on a regular basis based on, equipment application, run time, age and our experience.

Scheduled Service allows our technicians to become familiar with your HVAC equipment, your facility and their operating characteristics. This relationship helps minimize system failures and emergency shutdowns. Equipment tasking is used to direct and record the services performed during the scheduled service.

**TECHNICIANS:** Trained and skilled technicians will perform the work required under this agreement utilizing advanced service procedures and state-of-the art tools. Ongoing training is given to our technicians to assure maximum service performance.

**SERVICE REPORT:** Our service report is used to provide communications from LONG Mechanical Solutions to our customers. A service report will be provided after each service visit. These service reports shall describe the work performed, list any deficiencies found and provide recommendations for necessary repairs.

**QUALITY PERFORMANCE:** LONG Mechanical Solutions is committed to providing quality service to our Customers within the provisions, terms and conditions of this agreement. In order to maintain our high-quality standards, we will periodically ask you for feedback on the services performed under this agreement. We also welcome your unsolicited comments at any time.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Refrigerant management is an ongoing service provided to all of our customers. LONG Mechanical Solutions will comply with regulations concerning the proper handling of refrigerants and other hazardous chemicals.



<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 2 of 14
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### COVERAGE

**Coverage:** This agreement covers only the equipment and systems listed in the equipment section of this agreement, and only for the coverage included below and additionally detailed on the equipment pages.

**Scheduled Service:** This coverage includes the labor and materials required to perform Scheduled Service on the equipment listed in the equipment section of this agreement. Work performed during this inspection will be recorded on the task sheets.

### Dedicated Service Support

- ◆ Dedicated Primary Technician & Secondary Technician
- ◆ Access to LONG's On-Call Service available 24/7/365

Quote Number:	ACH17-01298	March 1, 2018	Page 3 of 14
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### Service Tasks & Equipment Tasking:

Your Scheduled Service task sheets are specialized for every type of equipment and electronically delivered upon the completion of service.

**RTU-1 Scheduled Service Agreement**

Site Name: SAMPLE Address: \_\_\_\_\_ Page 1 of 4  
 Manufacturer: Lennox Location: \_\_\_\_\_  
 Model Number: KGA300S4BH1G Serial Number: 5610F02793

Considerables	Replace as Scheduled	Done	Notes
Replace air Filter (01/24/2018)	<input checked="" type="checkbox"/>		
Replace Filter Assembly (04)	<input checked="" type="checkbox"/>		
Completed as Scheduled			
CONTROL PANEL		<input checked="" type="checkbox"/>	
Tighten Electrical Connections		<input checked="" type="checkbox"/>	
Completed as Scheduled			
SUPPLY AIR FAN		<input checked="" type="checkbox"/>	
Visual Inspection		<input checked="" type="checkbox"/>	
Clean as required		<input checked="" type="checkbox"/>	
Check operation		<input checked="" type="checkbox"/>	
Lubricate bearings as required		<input checked="" type="checkbox"/>	
Inspect Blower and Pulley		<input checked="" type="checkbox"/>	
Inspect STension belt		<input checked="" type="checkbox"/>	
Completed as Scheduled			
GAS HEAT (OCTOBER - FEBRUARY)		<input checked="" type="checkbox"/>	
Visual Inspection		<input checked="" type="checkbox"/>	
Clean Fan		<input checked="" type="checkbox"/>	
Clean Burner		<input checked="" type="checkbox"/>	
Clean and lubricate combustion blower		<input checked="" type="checkbox"/>	
Verify combustion air openings		<input checked="" type="checkbox"/>	
Test heating operation		<input checked="" type="checkbox"/>	
Test defrost mode		<input checked="" type="checkbox"/>	
Test economizer operation		<input checked="" type="checkbox"/>	
Completed as Scheduled			
CONDENSER COIL RINSE (ANNUALLY)		<input checked="" type="checkbox"/>	
Rinse condenser coils		<input checked="" type="checkbox"/>	
CONDENSER FAN(S)		<input checked="" type="checkbox"/>	
Visual Inspection		<input checked="" type="checkbox"/>	
Check operation		<input checked="" type="checkbox"/>	
Lubricate bearings as required		<input checked="" type="checkbox"/>	
Completed as Scheduled			
MECHANICAL COOLING (APRIL - AUGUST)		<input checked="" type="checkbox"/>	
Visual Inspection		<input checked="" type="checkbox"/>	
Check condense heater		<input checked="" type="checkbox"/>	
Completed as Scheduled			
Revised Megometer		<input checked="" type="checkbox"/>	
Clean air sample for spectrographic analysis or acid testing		<input checked="" type="checkbox"/>	
CURDOUT 2 (COOLING SEASON)		<input checked="" type="checkbox"/>	
Remove coils		<input checked="" type="checkbox"/>	
Operating coils		<input checked="" type="checkbox"/>	
Coil cleaning		<input checked="" type="checkbox"/>	
Section pressure		<input checked="" type="checkbox"/>	
Coil charge pressure		<input checked="" type="checkbox"/>	
Record superheat		<input checked="" type="checkbox"/>	
Record sub cooling		<input checked="" type="checkbox"/>	
Record megometer		<input checked="" type="checkbox"/>	
Obtain oil sample for spectrographic analysis or acid testing		<input checked="" type="checkbox"/>	

Model Number: KGA300S4BH1G Serial Number: 5610F02793




NOTES & ATTENTION ITEMS

SERVICE DATE: / / TECHNICIAN: Technician: (SUBMITTED / DECLINED / PROJECT)




<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 4 of 14
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<b>HVAC Equipment</b>		<b>Boiler B-1</b>
Location:	Boiler Room	
Make:	Burnham	
Model:		
Serial:		
Serviced:	Semi-Annually	
<b>HVAC Equipment</b>		<b>Boiler B-2</b>
Location:	Boiler Room	
Make:	Burnham	
Model:		
Serial:		
Serviced:	Semi-Annually	
<b>HVAC Equipment</b>		<b>Boiler B-3</b>
Location:	Boiler Room	
Make:	Burnham	
Model:		
Serial:		
Serviced:	Semi-Annually	

<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 5 of 14
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HVAC Equipment		Pump P-1
Location:	Boiler Room	
Make:	B&G	
Model:	Model 60	
Serial:		
Serviced:	Semi-Annually	
HVAC Equipment		Pump P-2
Location:	Boiler Room	
Make:	B&G	
Model:	Model 60	
Serial:		
Serviced:	Semi-Annually	
HVAC Equipment		Pump P-3
Location:	Boiler Room	
Make:	B&G	
Model:	Model 60	
Serial:		
Serviced:	Semi-Annually	

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<b>HVAC Equipment</b>		<b>Pump P-4</b>	
Location:	Boiler Room		
Make:	B&G		
Model:	1510 101/2 AC		
Serial:			
Serviced:	Semi-Annually		
<b>HVAC Equipment</b>		<b>Pump P-5</b>	
Location:	Boiler Room		
Make:	B&G		
Model:	1510 1-1/2AC		
Serial:			
Serviced:	Semi-Annually		
<b>HVAC Equipment</b>		<b>Pump P-6</b>	
Location:	Boiler Room		
Make:	B&G		
Model:	14		
Serial:			
Serviced:	Semi-Annually		


<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 7 of 14
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<b>HVAC Equipment</b>		<b>Pump P-7</b>	
Location:	Boiler Room		
Make:	B&G		
Model:	0012-FC		
Serial:			
Serviced:	Semi-Annually		
			
<b>HVAC Equipment</b>		<b>Pump P-8</b>	
Location:	Boiler Room		
Make:	B&G		
Model:	0012-FC		
Serial:			
Serviced:	Semi-Annually		
			
<b>HVAC Equipment</b>		<b>CUH-1,2,3,4</b>	
Location:	Various		
Make:	Sigma		
Model:	SFF02		
Serial:			
Serviced:	Semi-Annually		
			

<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 8 of 14
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<b>HVAC Equipment</b>		<b>UH-1 through 10</b>
Location:	Various	
Make:	Sigma	
Model:	30-H	
Serial:		
Serviced:	Semi-Annually	

<b>HVAC Equipment</b>		<b>R-1, 2</b>
Location:	Various	
Make:	RUNTAL	
Model:	RS2-36	
Serial:		
Serviced:	Semi-Annually	

<b>HVAC Equipment</b>		<b>VAV Boxes 1-30</b>
Location:	Various	
Make:	Envirotec	
Model:	SCR-WC	
Serial:		
Serviced:	Semi-Annually	

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HVAC Equipment		HRV-1,2
Location:	Various	
Make:	Innovent	
Model:	5000	
Serial:		
Serviced:	Annually	
Belts:	Annually	(4) A24
Filters:	Semi-Annually	(12) 16x25x2 (1) 0
HVAC Equipment		AHU-1
Location:	Mezz	
Make:	York	
Model:	XTI-57x96	
Serial:		
Serviced:	Semi-Annually	
Belts:	Semi-Annually	(2) TBD (Medium)
Filters:	Semi-Annually	(4) 16x20x2 (12) 24x20x2 (4) 16x20x4 (12) 24x24x4 (1) 0
HVAC Equipment		AHU-2
Location:	Mezz	
Make:	York	
Model:	XTI-39x69	
Serial:		
Serviced:	Semi-Annually	
Belts:	Semi-Annually	(1) TBD (Medium)






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Filters:	Semi-Annually	(6) 20x20x2 (6) 20x20x4 (1) 0
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HVAC Equipment		SF-1,2
Location:	Various	
Make:	Cook	
Model:	GN-740	
Serial:		
Serviced:	Semi-Annually	

HVAC Equipment		WH-1
Location:	Boiler Room	
Make:	AMTROL	
Model:	WHS-60ZC	
Serial:		
Serviced:	Semi-Annually	

HVAC Equipment		CU-1
Location:	Outside	
Make:	Trane	
Model:		
Serial:		
Serviced:	Semi-Annually	

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HVAC Equipment		CU-2
Location:	Outside	
Make:	TRANE	
Model:		
Serial:		
Serviced:	Semi-Annually	
HVAC Equipment		HVAC DDC Controls
Location:	Various	
Make:	Johnson Controls	
Model:	Metasys	
Serial:		
Serviced:	Semi-Annually	

**HVAC DDC Controls Maintenance Tasks:**

- DDC System and Sequence of Operations Review and Inspection via GUI (Bi-annual)
- Database Backup (Annual)
- Inspect Printed Circuit Boards, Relays, Field Devices etc. (Bi-annual)
- Tighten Electrical Connections (Bi-annual)
- Inspect Start/Run Components (Bi-annual)

<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 12 of 14
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•  
**Duration:** This agreement will go into effect on November 1, 2017 and will continue through October 31, 2020.

After the initial agreement period this agreement shall renew annually for an additional one-year period unless either party gives written notice to the other of the intention not to renew the agreement. Any price adjustment will be made at this time with a guaranteed increase cap of 4% of the prior year's investment.

**YOUR YEAR 1 INVESTMENT FOR THIS LEVEL TERM AGREEMENT IS:**

Fifteen Thousand Three Hundred Twenty-Four Dollars ..... **\$15,324.00**  
Billed Monthly at \$1,277.00.  
*Year 2 Investement for This Level Term Agreement:* ..... \$15,324.00  
*Year 3 Investement for This Level Term Agreement:* ..... \$15,324.00

This price will be held firm for 30 days.

Your Building Technology Partner,  
*Curtis Holeman*  
 \_\_\_\_\_  
 Curtis Holeman  
 Account Manager  
 LONG Building Technologies, Inc.  
 5660 B Street  
 Anchorage, Alaska 99518  
 907-242-6571

Accepted by,  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_ PO# \_\_\_\_\_

<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 13 of 14
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**SCHEDULED SERVICE – TERMS AND CONDITIONS OF SALE**

1. **RESPONSIBILITIES** – In order to permit LONG Building Technologies (LONG) to properly perform the Scheduled Services included in this agreement, customer agrees:
  - a. To provide reasonable and timely access to all covered equipment and systems.
  - b. To allow LONG to start and stop equipment, with proper notice and coordination, during our normal business hours, Monday through Friday 8:00AM to 4:30PM.
  
2. **LIMITATIONS OF LIABILITY** – Neither party shall be liable to the other party for personal injuries, consequential, incidental or property damage of any nature arising from causes beyond its reasonable control or without its fault or negligence. Nor shall either party be liable for any delay or default in performing hereunder if such delay or default is caused by any condition or circumstances beyond its reasonable control, such as, but not limited to, governmental restrictions, strikes or other labor troubles, acts of God, interruption or irregularities in electrical power, etc.
  
3. **LIMITATIONS OF SERVICE** - The following are not the responsibility of LONG under this Agreement:
  - a. Relocation of existing equipment or infrastructure to facilitate proper service.
  - b. Scheduled Service after our normal business hours 8:00AM to 4:30PM Monday through Friday.
  - c. Day-to-day operation of the equipment.
  - d. Troubleshooting (investigation), repair and replacement services (service calls).
  - e. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities. Liability for the indoor air quality, cleaning coils that are protected by air filters.
  - f. The detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify LONG in writing if any hazardous materials, including without limitation, asbestos, are present at the jobsite. Customer shall take adequate precautions to protect LONG, its employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work.
  - g. Working around and the removal of animal feces.
  
4. **PAYMENT** – Payment terms for all services provided under this agreement are net 30 days. Additional services, beyond the scope of this agreement, will be furnished upon request with proper authorization. All additional services not covered under this agreement and separately contracted, will be invoiced by LONG and payable by customer at preferred contract customer rates. Credit card processing fees are not included. Processing fees charged to LONG resulting from Customer payment by credit card will be added to Customer Invoices.

<b>Quote Number:</b>	<b>ACH17-01298</b>	March 1, 2018	Page 14 of 14
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5. **NON-SOLICITATION** – Both parties agree that during the term of this agreement and for a period of one year after termination, not to discuss, solicit, hire, or in any way, cause any employee of the other to consider terminating their employment with one party in favor of starting their own company to provide services similar to those included in this agreement or for direct employment by the other party. Should this clause be violated it is agreed that the offended party will be significantly damaged. The offending party agrees to reimburse the offended party a minimum compensation equivalent to the last 3 years of wages, benefits and training paid and attributed to the solicited former employee. This clause can only be waived by the prior written agreement of executives of both parties to this agreement.
  
6. **DISPUTES, CHOICE OF LAW AND COSTS** – This contract shall be deemed to have been entered into and shall be governed by the laws of the state in which the LONG branch office nearest the Equipment Location is located. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Assn., and any judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The site of the arbitration shall be the city in which the LONG branch office nearest the Equipment Location is located unless another site is mutually agreed between the parties. The parties agree that in any arbitration each shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Assn. In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due, or to enforce any rights or privileges hereunder, customer shall, upon demand, reimburse LONG for all such costs and expenses (including, but not limited to, reasonable attorney's fees). Actions by LONG to collect monies due under this contract may be brought in any court of competent jurisdiction in lieu of arbitration.
  
7. **ENTIRE AGREEMENT** – When executed by the parties and approved by LONG's authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in customer's purchase order, customer contract or otherwise), shall be binding upon LONG unless expressly agreed to in writing by LONG's authorized representative.

**TERMINATION** – LONG reserves the right to deny service in the event of a past due balance. Either party may terminate this agreement with 30 days written notice for any reason. In the event this agreement is terminated by LONG or the customer, all costs are due for actual work accomplished during the Duration and up to that point prior to the final termination of the agreement. Any and all warranties concerning work performed under this agreement expire with the termination of this agreement.



Long live your building!

## PROPOSAL

**Date:** 3/1/18  
**Proposal #:** ACH17-01561  
**Expiration:** 30 days from above date  
**Account Executive:** Curtis Holeman  
**Contact Number:** 907-550-2144

## Kodiak Police Station HVAC System Survey Kodiak, Alaska

### A. SCOPE OF WORK

- Provide labor costs to survey the existing HVAC control system in at the Kodiak Police Station as described below.

### B. Pricing

- Pricing: \$3,523.00**
- Add \$4,061.00 to base bid to provide system survey and existing condition analysis for the Johnson Controls HVAC Control system. Existing conditions will be provided in report format and pricing will be provided for recommended repairs and upgrades.**

**Note: Access to the network configuration and software configuration tools will be required for our technician to perform this work.**

### C. INCLUSIONS:

- Complete system survey and existing condition analysis for all HVAC equipment at the Kodiak Police Station.
- Existing conditions will be provided in report format and pricing will be provided for recommended repairs and upgrades.
- Note:** It is important that existing conditions be established and major repairs completed prior to the launch of the scheduled maintenance agreement. This ensures that the mechanical maintenance campaign begins with the HVAC equipment operating as originally designed and in a maintainable condition. See HVAC and BAS System Service Maintenance Agreement provided on 3/12/18.

### D. EXCLUSIONS:

- All repair and upgrade work. This work will be done upon approval. Minor adjustments will be completed during the survey if possible.
- All costs of sales tax, bonds and permits

<b>Accepted for:</b>	<b>Submitted by:</b> LONG Building Technologies
<b>Accepted by:</b>	<b>Submitted by:</b> Curtis Holeman
<b>Title:</b>	<b>Title:</b> Sales Engineer
<b>Signature:</b>	<b>Signature:</b> <i>Curtis Holeman</i>
<b>Date:</b>	<b>Date:</b> 3/1/18

LONG BUILDING TECHNOLOGIES

5660 B STREET, ANCHORAGE, AK 99518 | P: 907.561.3044 | F: 907.561.4225 |

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Mike Tvenge, City Manager  
Debra Marlar, City Clerk *DM*

**Date:** March 22, 2018

**Agenda Item:** V. e. Recommendation for Appointment to City Seat on the Planning and Zoning Commission

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**SUMMARY:** Three of the seven seats on the Planning and Zoning Commission are designated as City seats. There is one vacant City seat, and the Council needs to recommend an applicant for appointment.

**PREVIOUS COUNCIL ACTION:** The Council has interviewed applicants and recommended appointments to the Borough Mayor whenever there is an open City seat on the Planning and Zoning Commission. An applicant was interviewed at the March 20, 2018, work session.

**BACKGROUND:** Alaska Statute 29.40.020 provides that each first and second class borough shall establish a planning commission consisting of five residents unless a greater number is required by ordinance. Commission membership shall be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough. A member shall be appointed by the Borough Mayor for a three-year term subject to confirmation by the Assembly, except that a member from a home rule or first class city shall be selected from a list of recommendations submitted by the Council.

**DISCUSSION:** One City seat on the Planning and Zoning Commission that ended in December 2018 is open for appointment. Historically, the Council has submitted the names of one or more applicants for recommendation of appointment. If the Council has had a preference of who is appointed, this list contained only those name(s). The current open position ends December 2020.

**CITY MANAGER'S COMMENTS:** This seat has been vacant since December 2017. I support the process the Mayor and Council used and hope the Borough Mayor will agree to appoint the City's recommended applicant.

**ATTACHMENTS:**

Attachment A: Planning and Zoning Application

Attachment B: Planning and Zoning Commission Member List



**PROPOSED MOTION:**

Move to recommend \_\_\_\_\_ for appointment to the vacant City seat on the Planning and Zoning Commission for a term to end in December 2020.

MARCH 22, 2018  
Agenda Item V. e. Memo Page 2 of 2

**Karen Siador**

**From:** noreply@civicplus.com  
**Sent:** Thursday, March 8, 2018 3:19 PM  
**To:** Clerks  
**Subject:** Online Form Submittal: Board Application Form

## Board Application Form

Please complete the online form below. Please be aware that the information given on your application is made available to the public. Staff will require the use of a mailing address, email address, and contact phone number to provide board and meeting information.

### PERSONAL INFORMATION

Select the Board, Commission, Planning and Zoning Commission  
 or Committee applying for

Designated seat or group  
 representation (if applicable): City Seat

Full Name James E Scholz

Residence Address 518 Irskine Ave

Mailing Address POB 1531

Email Address (This address  
 will be used for  
 correspondence) jim.scholz@isa-ak.com

Home Phone Number  
 (numeric only) 9072224901

Work Number (numeric only) 9074864768

Cell or Fax Number (numeric  
 only) 9072224901

Employer/Occupation International Seafoods of Alaska, Inc. (ISA) / Director of  
 Operations

### RESIDENCY INFORMATION

Length of residency in Kodiak Since 2007 off and on.

Registered to vote in Kodiak? Yes

### FOR SERVICE AREA BOARD APPLICANTS

Length of Residence in Service Area *Field not completed.*

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**ORGANIZATION MEMBERSHIP INFORMATION**

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Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which *Field not completed.*

Organizations you belong to or participate in Past Juneau Planning Commissioner, Past Juneau Chamber of Commerce President, Past Alaska State Chamber of Commerce Board Member, Past Juneau Parks and Recreation Commissioner, Past Juneau Douglas High School Site Council Member. Past and pending Rotarian.

Explain your main reason for applying A former colleague was aware of my Planning Commission experience and asked me to apply.

What background, experience, or expertise will you bring to the board/committee/commission membership? Former Juneau Planning Commissioner, twice appointed. Attended various training seminars including a waterfront redevelopment project study on the Potomac in Washington DC and a waterfront development planning group for Honolulu Harbor.

Are you available for regular meetings? Yes

Pursuant to KIBC 2.100.070 (A.6) and 4.15.070 (A.7) Other than by expiration of the members term, the assembly shall declare a seat vacant when a member of the board misses three consecutively held regular meetings and is not excused.

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**FOR CLERKS OFFICE STAFF ONLY**

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Registered Voter of the Borough: Y  N

Applicant's Residence: Borough \_\_\_\_\_ City

Date of Appointment \_\_\_\_\_

Term Expires On \_\_\_\_\_

Appointment Letter \_\_\_\_\_

Roster \_\_\_\_\_

Oath of Office \_\_\_\_\_

APOC POFD Statement: N/A \_\_\_\_\_ Attached \_\_\_\_\_ On File \_\_\_\_\_

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## KODIAK ISLAND BOROUGH

## PLANNING AND ZONING COMMISSION

NAME	TERM	HOME PHONE	WORK PHONE	CELL PHONE	EMAIL
Barry Altenhof (C) PO Box 1373 Kodiak, AK 99615	2018	486-6238		539-5828	<a href="mailto:barry.altenhof@kibplanning.org">barry.altenhof@kibplanning.org</a> <a href="mailto:baltenhof@gci.net">baltenhof@gci.net</a>
Scott Arndt (B) Chair PO Box 76 Kodiak, AK 99615	2018	481-3745	FAX 481-3333	414-791- 3745	<u>Call instead of email</u>
Chris Hatch (C) 912 Steller Way Kodiak, AK 99615	2019			252-207- 7391	<a href="mailto:chris.hatch@kibplanning.org">chris.hatch@kibplanning.org</a>
Maria Painter (B) Vice-Chair 3901 Woodland Dr. Kodiak, AK 99615	2018			942-2560	<a href="mailto:maria.painter@kibplanning.org">maria.painter@kibplanning.org</a>
Dave Townsend (B) PO Box 9044 Kodiak, AK 99615	2020			654-4123	<a href="mailto:dave.townsend@kibplanning.org">dave.townsend@kibplanning.org</a>
VACANT (C)	2020				
VACANT (B)	2019				

B=Borough Seat  
C=City Seat

This commission is governed by Kodiak Island Borough Code 2.105

**STAFF:**

CDD DIRECTOR, SARA MASON	486-9360	<a href="mailto:smason@kodiakak.us">smason@kodiakak.us</a>
ASSOCIATE PLANNER, JACK MAKER	486-9362	<a href="mailto:jmaker@kodiakak.us">jmaker@kodiakak.us</a>
ASSOCIATE PLANNER, DANIEL MCKENNA-FOSTER	486-9361	<a href="mailto:dmckenna-foster@kodiakak.us">dmckenna-foster@kodiakak.us</a>
CODE ENFORCEMENT OFFICER, TOM QUASS	486-9364	<a href="mailto:tquass@kodiakak.us">tquass@kodiakak.us</a>
CDD SECRETARY, SHEILA SMITH	486-9363	<a href="mailto:ssmith@kodiakak.us">ssmith@kodiakak.us</a>

COMMUNITY DEVELOPMENT DEPARTMENT  
710 MILL BAY ROAD  
ROOM 205  
KODIAK, AK 99615

Revision Date: 2/2/2018  
Revised by: KS