

Special City Council Meeting
May 6, 2024 5:30pm
City of Palmer, Alaska
Palmer City Council Chambers
231 W Evergreen Avenue Palmer, Alaska 99645
www.palmerak.org



Mayor Steven J. Carrington
Deputy Mayor Carolina Anzilotti
Council Member John Alcantra
Council Member Richard W. Best
Council Member Jim Cooper
Council Member Pamela Melin
Council Member Joshua Tudor

City Manager John Moosey
City Clerk Shelly M. Acteson, CMC
City Attorney Sarah Heath, Esq.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. APPROVAL OF AGENDA
- E. EXECUTIVE SESSION
 - 1. Subjects That Tend to Prejudice the Reputation and Character of Any Person -- City Manager Contract Discussion (Note: All city manager candidates may be discussed during the Executive Session. Personnel action regarding the potential City Manager may be taken following the Executive Session)
- F. AUDIENCE PARTICIPATION
- G. ADJOURNMENT



Special Palmer City Council Meeting

E.

Meeting Date: 05/06/2024

Submitted For: Shelly Acteson, City Clerk

Department: City Clerk's Office

Subject

EXECUTIVE SESSION

1. Subjects That Tend to Prejudice the Reputation and Character of Any Person -- City Manager Contract Discussion
(Note: All city manager candidates may be discussed during the Executive Session. Personnel action regarding the potential City Manager may be taken following the Executive Session)

Summary Statement/Background

Administration's Recommendation:

Attachments

City Manager Candidates

EMPLOYMENT APPLICATION



CITY OF PALMER
231 W Evergreen Avenue
Palmer, Alaska 99645
(907) 761-1302
<http://www.palmerak.org>

Hickel, Kolby
24-000 CITY MANAGER

Received: 2/29/24 7:42 PM

For Official Use Only:

QUAL: _____

DNO: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: CITY MANAGER		EXAM ID# : 24-000
NAME: (Last, First, Middle) Hickel, Kolby		SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: [REDACTED] Number: [REDACTED]	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Master's Degree		

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Full Time
SHIFTS YOU WILL ACCEPT: Day

EDUCATION

DATES:	SCHOOL NAME: University of Alaska	
LOCATION: (City, State/Province) Anchorage, Alaska	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Management		
DATES:	SCHOOL NAME: University of Alaska	
LOCATION: (City, State/Province) Anchorage, Alaska	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Master of Business Administration- Management		

WORK EXPERIENCE

DATES: From: 7/2021 To: Present	EMPLOYER: Municipality of Anchorage	POSITION TITLE: Deputy Municipal Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Kent Kohlhasse - Municipal Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$0.00/month	

DUTIES:

- Managed Port of Alaska, Anchorage Water Wastewater Utility, Solid Waste Services, Public Transportation, Merrill Field Airport, Anchorage Hydropower, Office of Emergency Management, and Transportation Inspection.
- Port of Alaska Modernization Program Manager
 - o Execute \$1.85 billion project ensuring state's largest port is operable for next 75 years
 - Provided \$200M for new administration building and Phase 2
 - Completed the Petroleum cement terminal and south floating dock
 - Balanced interests of city, customers, and contractors for North tension Stabilization phase 1
 - Managed \$120M construction of Solid Waste Services Central Transfer Station
 - Provided strategic direction for Anchorage Police Department, Anchorage Fire Department, Human Resources, Office of Economic Community Development, Risk Management, Health Department, Parks and Recreation, and Internal Audit.

- Ensure compliance with Regulatory Commissions.
- Fund manager for the class action lawsuit against opioid distributors and Janssen Pharmaceuticals.

REASON FOR LEAVING:

Still employed

DATES: From: 8/2016 To: 7/2021	EMPLOYER: Hotel Captain Cook	POSITION TITLE: Director of Sales
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Wally Hickel - President/CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$0.00/month	

DUTIES:

- Led sales operations for Alaska's sole member of Preferred Hotel & Resorts: Luxury Collection.
- Led sales team and staff in production of financial reports, targets, and projected profits for both properties. Ensured budget compliance.
- Identified key markets and monitored emerging trends.
- Represented the company at industry events, conferences, and trade shows.
- Solidified client relationships with State of Alaska agencies, non-profits, associations, school districts, State of California, unions, and other large industry leaders

REASON FOR LEAVING:

Career advancement

DATES: From: 6/2013 To: 6/2016	EMPLOYER: TecPro, Ltd.	POSITION TITLE: Vice President, Operations
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Joe Saunders - Vice President/Owner	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$0.00/month	

DUTIES:

- Enhanced and developed policies and procedures improving overall operation.
 - Ensured company operations were executed in-line with company vision, mission, and completion plans.
 - Overall accountability for construction projects to ensure completion according to scope, quality, and budget.
 - Maximized revenue, analyzed financial reports, and ensured competitive bids.
- Managed company licenses, hiring, operations, insurance, employee benefits, contract management, financial oversight, brand management, administration, and maintenance of GSA & WSCA contracts.

REASON FOR LEAVING:

Career advancement

DATES: From: 7/2011 To: 2/2013	EMPLOYER: CIRI	POSITION TITLE: Corporate Accountant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Rhonda Oliver - 0	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$0.00/month	

DUTIES:

- Recorded monthly operating results and data management, reviewed transactions, reconciled inter-company and general ledger accounts, and recorded equity income of designated affiliates.
 - Reconciled subsidiary companies' account ledgers to the parent company.
 - Account for investments in private equity funds: recording interest income, management fees, gains and losses. Tracked underlying investments, commitments, unrealized gains and losses, including investments in hedge funds, collateralized loan obligations, leveraged buyout firms and equity investments.
 - Account for the marketable securities portfolio, which includes recording change in gain/loss, interest income, management fees and amortization for equity, fixed income, and alternative funds.
 - Actively communicate with CIRI business partners and affiliates. Prepared schedules and work papers for annual financial audits of CIRI and subsidiaries.
- Produced financial statements, consolidations, year-end statements, annual budget, and mid-year forecasts. Monitored budget-to-actual performance on designated projects and operations.
- Designated industries: Government services, environmental services, private equities, marketable securities, telecommunications, resort investments, construction/oilfield services, real estate income producing buildings, and Cook Inlet Health & Welfare Plan & Trust (employee health benefits).

REASON FOR LEAVING:

Career advancement

DATES: From: 8/2009 To: 7/2011	EMPLOYER: ICE Services Inc.	POSITION TITLE: Accountant & Human Resources Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: TJ Bourdon - Owner	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$0.00/month	

DUTIES: <ul style="list-style-type: none"> Responsible for daily, monthly, and annual accounting with supporting documents. Calculated and accrued lodging income, interest income, catering revenue, property tax, and note payables. Record and depreciate assets on a monthly and annual basis. Provided support of payroll for 250 employees. Reconciled checking accounts, ATM, 401(K) withholdings and company matching, credit cards, and accounts receivable. Health insurance, 401(K), unemployment, background checks, interviews, random employee drug testing, workmen's compensation, and employee records. Authored employee handbook.
REASON FOR LEAVING: Career advancement

CERTIFICATES AND LICENSES
Nothing Entered For This Section

Skills
OFFICE SKILLS: Typing: 40 Data Entry: 0
OTHER SKILLS: Microsoft Office Suite - Intermediate - 15 years and 0 months
LANGUAGE(S):

ADDITIONAL INFORMATION
Nothing Entered For This Section

REFERENCES		
REFERENCE TYPE: Professional	NAME: Kent Kohlhase	POSITION: Municipal Manager- Municipality of Anchorage
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Amy Demboski	POSITION: Former Municipal Manager- Municipality of Anchorage
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Lauren Hughes	POSITION: Special Assistant
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. Have you previously worked for the City of Palmer?
No
2. Are you related to anyone who is currently employed by the City of Palmer?
No
3. If you answered yes to the previous question, please provide the individual's name and department
4. Are you able to perform the essential functions of this job with or without reasonable accommodations?
Yes
5. If you answered yes to the previous question, please explain:
6. Have you ever been terminated or asked to resign by a former employer?
No
7. Have you been convicted of a misdemeanor within the past five years?
No

APPLICANT'S SWORN STATEMENT AUTHORIZATION AND RELEASE I hereby affirm all the information I provided or will provide to the City of Palmer relating to my application for employment, whether by written application form, resume, oral statement or otherwise, is true and complete to be the best of my knowledge. In addition, I agree that any intentional misrepresentation or omission and any material negligent or innocent misrepresentation or omission in or from said information may disqualify me from further consideration for employment any may be considered justification for immediate discharge from employment if discovered at a later date. I hereby authorize any person, organization, or governmental entity, including any current or former employer, to release to the City of Palmer or any authorized person acting on behalf of the City, any and all information, in any manner requested, which may be relevant to my character or qualifications for the City position for which I applied. I authorize current and former employers to give to the City of Palmer any and all employment records in their possession dealing with me, including, but not limited to, job descriptions, wage information, employment records, performance appraisals, disciplinary records, layoff slips, attendance records, reports, or other documents relevant to my application for work or actual employment with the employer, including records relevant to drug and alcohol tests conducted by or on behalf of the employer or in the possession of the employer. I also authorize the release of information and written records concerning my educational history, driving records, and criminal or civil actions. I request that all persons and organizations cooperate fully in providing information to the City, including allowing the interviewing of supervisors, co-workers, educators, or other references. I hereby release all persons, employers, organizations, governmental entities, or any other entity providing information to the City of Palmer or its agents, and release the City of Palmer, its officials, employees, attorneys, and agents from all liability, claims, demands, causes of action, damages, costs, or compensation for any damage, loss or injury, including but not limited to, damage to my reputation, character, business interests, or privacy, which may arise as a result of the disclosure of the information obtained by or disclosed to the City of Palmer or any person acting on behalf of the City. I hereby agree to submit to any lawful drug or integrity testing that may be required as a condition of employment or continued employment and understand that refusal to submit to such testing during the course of my employment may result in disciplinary action, up to and including discharge. I understand that this application is not and is not intended to be a contract for employment or continued employment. I understand that according to federal law all individuals who are hired must, as a condition of employment, produce certain documentation to verify their identity and U.S. citizen status or, if aliens, their legal authorization to work in the U.S. As a consequence, I understand that any offer of employment would be contingent on my ability to produce the required documentation within the time period required by law.

8. Yes
9. Have you attached examples of your written work? This material may include memos, reports or correspondence written by the applicant within the past two years and must be related to your previous or present employment. This material must not exceed six total pages.
Yes

Job Specific Supplemental Questions

1. Do you have a bachelor's degree in business administration or public administration or a related field and give years of responsible experience in the supervision or management of multi-faceted program?
Yes

2. Do you have a valid Alaska driver's license with an acceptable driving record or are you able to obtain a valid Alaska driver's license within thirty (30) days of hire?
Yes

APPLICANT'S SWORN STATEMENT AUTHORIZATION AND RELEASE I hereby affirm all the information I provided or will provide to the City of Palmer relating to my application for employment, whether by written application form, resume, oral statement or otherwise, is true and complete to be the best of my knowledge. In addition, I agree that any intentional misrepresentation or omission and any material negligent or innocent misrepresentation or omission in or from said information may disqualify me from further consideration for employment any may be considered justification for immediate discharge from employment if discovered at a later date. I hereby authorize any person, organization, or governmental entity, including any current or former employer, to release to the City of Palmer or any authorized person acting on behalf of the City, any and all information, in any manner requested, which may be relevant to my character or qualifications for the City position for which I applied. I authorize current and former employers to give to the City of Palmer any and all employment records in their possession dealing with me, including, but not limited to, job descriptions, wage information, employment records, performance appraisals, disciplinary records, layoff slips, attendance records, reports, or other documents relevant to my application for work or actual employment with the employer, including records relevant to drug and alcohol tests conducted by or on behalf of the employer or in the possession of the employer. I also authorize the release of information and written records concerning my educational history, driving records, and criminal or civil actions. I request that all persons and organizations cooperate fully in providing information to the City, including allowing the interviewing of supervisors, co-workers, educators, or other references. I hereby release all persons, employers, organizations, governmental entities, or any other entity providing information t

I Agree

4. Have you attached the required writing examples?
Yes

5. Have you attached your answers to the supplemental questions as noted in the job bulletin?
Yes

The following terms were accepted by the applicant upon submitting the online application:

The information provided in this employment application is true, correct, and complete. If employed, any misstatement or omission of fact on this application may result in dismissal. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. This authorization includes permission to check employment references. If selected for employment you may be required to supply proof of authorization to work in the U.S., have a physical examination and/or drug test, supply and/or authorize a criminal background check, supply and/or authorize a copy of your motor vehicle record (MVR), or sign a conflict of interest agreement and abide by its terms. I understand that acceptance of an offer of employment does not create a contractual obligation or permanent employment upon the City of Palmer. Employment may be terminated at any time at the option of the employee or City of Palmer.

This application was submitted by Kolby Hickel on 2/29/24 7:42 PM

Signature_____

Date_____

City of Palmer- City Manager Questions

1. Please tell us why you are interested in this position and why it is a good time in your career to come to the City of Palmer.

I am interested in this position because it presents an opportunity to apply my experience in municipal management and economic development in one of Alaska's fastest growing communities. I have a passion for leading and inspiring others to become exceptional public servants; becoming a City Manager will allow me to guide the functions of municipal management toward the current and future needs of the community. For the past three years, I've overseen operational requirements for Alaska's largest city and managed a multi-billion-dollar Port modernization project. I believe now is an ideal time in my career to take on the role of Manager in Palmer and share my knowledge and expertise. In my current position as Deputy Municipal Manager for the Municipality of Anchorage, I am acutely aware of how important transparency, cooperation, and integrity are to keep a city functioning in a healthy and productive direction.

2. Please describe your professional experience working with elected officials and boards. Describe the responsibility you believe the City Manager has to the Mayor and City Council and to the citizens of the community. Describe how you see your role and interactions with the 1) Mayor; 2) City Council; and 3) City Clerk.

Growing up immersed in Alaska politics, I learned the responsibility of civic leaders is to the citizens. Government's role is to represent and serve the best interests of the community. Policy, changes to code, social issues are negotiated between the Mayor, the City Council, and public testimony; the City Manager is responsible for the day to day functions of municipal governance.

The City Manager has a duty to ensure the Mayor and City Council have the necessary information for decision making. The position is meant to execute policies set forth from the Mayor and City Council. The City Manager should remain neutral when topics become political and execute municipal code and executive directives, providing those directives are legal, ethical, and moral. The City Manager has an obligation to be transparent with the Mayor, City Council, City Clerk and community. They must ensure city operations meet or exceed expectations, and immediately communicate variances. The City Manager must address emergent issues immediately (such as an extended loss of power) and creatively problem solve as allowed within the bounds of municipal, state and federal law.

As Deputy Municipal Manager, I collaborated closely with the Mayor, Anchorage Assembly, and Municipal Clerk's office to ensure our city operations aligned with the varying needs of our community and provided operational updates from the departments and projects I supervised. Attending committee and board meetings, engaging and presenting at community councils, and attending municipal assembly meetings served as a conduit for gaining community feedback and trust. In my opinion, robust communication between all groups ultimately enhanced operational efficiencies for all.

I have a positive track record of navigating the challenges of diverse personalities to achieve a common objective because I stay grounded in professionalism, empathy, practicality, and unwavering determination.

3. Please explain your process for communicating critical and non-critical information to the Mayor and Council. How do you decide when or what is necessary to bring to the Mayor and Council's attention? How do you see your role as communicator to the Mayor and Council, staff, other governmental agencies, local businesses, and citizens?

Communicating information to the Mayor and City Council will vary based upon the severity of the situation and potential impacts. If an emergency arises, a phone call or in-person briefing will be the fastest and most effective method of distribution. Non-critical information can be transmitted during scheduled meetings, or electronic communications. Depending upon the information distributed, messaging information to the public can be accomplished through electronic communications, social media, and local news.

My experience over the past three years has provided me with opportunities to see the negative effects of withholding information. I've also managed communications which include executive privilege and confidentiality; and ensured privileged information was handled correctly with discretion. In the any branch of city government, communicating accurately is vital to decision making. Having the right audience for open discussions of operations and policy allows a leader to make the best decision. Decisions are situationally dependent, but will includes various governmental agencies, businesses, citizens or other stakeholders. Personally, I've found scheduled meetings with follow-up correspondence summarizing the information or decisions to be very effective communication tools. Transparency and honesty serve as a foundation in all my communications to everyone, as I firmly believe well-informed stakeholders are fundamental for decision making and productive governance. Whether through official reports, meetings, or electronic communication, information must be distributed appropriately for effective decision making at all levels.

4. The citizens and city council members are very diverse. Describe how you would handle a situation where two people wanted to take you in opposite positions on the same project.

In a situation where two individuals hold opposing views on the same project, I would approach the situation mindful that each viewpoint is unique. By actively listening to both sides and acknowledging their independence, I can decipher between emotional statements and statements based on actionable information. Then I gain as much knowledge as I can about both positions and evaluate implications to the community. I have and currently lead projects where group members are adamant about the direction and are resistant to course corrections, regardless of the expected result. In this situation, I educated myself on past decisions and existing plans. Then I evaluated those changes with subject matter experts, and decisively directed the future effort in a direction that best serves the project and the community. By evaluating potential risks and benefits, and seeking input from relevant stakeholders, I have ensured decisions are in alignment with the goals of the community and meet the needs of the project.

5. Organization and planning is often a challenge when working in the community and juggling multiple tasks. How will you work to achieve the goals of this position while still completing paperwork, communicating effectively, and meeting the needs of Council, City Clerk, staff, and citizens?

Organization and planning are essential when managing various tasks and responsibilities at the same time. I will prioritize tasks by assessing urgency, significance, utilizing time management, and delegating when necessary to ensure efficiency. When delegating tasks, holding subordinates accountable for the

work product is important while retaining overall responsibility of the governance. Open and transparent communication with the Council, City Clerk, staff, and citizens is vital, and I will seek to find a balance between administrative duties, community engagement, and project management.

6. Please describe any experience you have had facilitating economic development in a community. Please describe your involvement in a specific economic development project, from inception to completion including: 1) your role in the project; 2) any problems/issues you encountered; and 3) the results of the project.

I have extensive experience facilitating economic development within the community and oversee various large infrastructure projects but, will touch on my role as the Program Manager for the Port of Alaska's Modernization Program (PAMP). The PAMP is a significant \$2 Billion infrastructure project to replace aging and deteriorating cargo terminals and related infrastructure to enhance operational safety, efficiency, and resilience. The new terminals are designed to last 75 years, accommodate larger vessels and adhere to the latest seismic and tsunami design standards. The successful completion of the PAMP will ensure safe, reliable, and cost-effective port operations, support economic growth and development, and ensure food security for the State.

My involvement in the PAMP spans my tenure with the Municipality of Anchorage. As the Program Manager, my role encompasses strategic planning, decision making, budget management, stakeholder coordination, and ensuring adherence to regulatory standards. I work closely with engineers, contractors, government agencies, and community stakeholders to oversee the implementation of the multiple projects under the PAMP. Throughout the project several challenges and issues have arisen, including logistical complexities, environmental and pollution considerations, community health and quality of life concerns, competing commercial interests, and budget constraints. One notable challenge was ensuring the port's continuous operation during construction, requiring meticulous planning, and a phased implementation to minimize disruptions to operations and the State overall.

Despite these challenges, the results of the project have been significant. The completion of the Petroleum and Cement Terminal (PCT) in the fall of 2022 marked a major milestone in the modernization efforts. The North Extension Stabilization Phase One is currently in progress and we remain on schedule for next phases.

In addition, I recognized safety improvements were needed at Merrill Field Airport to upgrade the thirty-year outdated instrument flight system. I implemented several new instrument flight procedures in and out of the airport, which enhance safety to the aircraft and community by providing straight in, glide-path enabled, tighter tolerance approaches. This project was on the brink of failure due to mismanagement and deliberate distribution of misinformation to the assembly and community councils. When I took control, I immediately met with the airport commission and stakeholders to acquire correct technical information, pointedly refuted false politically charged claims, and ultimately garnered support from the opposing Anchorage Assembly members and community by truthfully explaining the project and its impacts. This project had been stalled for fourteen months and I turned it around within two months and made the decision to send the Instrument Flight Procedures to the Federal Aviation Administration for publication. These new approaches will enhance reliability, provide a, first ever in State history, access to a helicopter MEDEVAC procedure, and safety for the commercial users. The special helicopter approach is the only instrument flight procedure directly linked to the hospital allowing medevac helicopters to bring patients directly to higher levels of care. These procedures will be available to the public spring 2024.

7. Explain your experience in developing, implementing, and monitoring a budget for a municipality.

As Deputy Municipal Manager, I have extensive experience in developing, implementing, and monitoring budgets for various municipal departments and projects including but not limited to, the Port of Alaska, Anchorage Water Wastewater Utility, Solid Waste Services, Merrill Field Airport, Anchorage Hydropower, Public Transportation, Transportation Inspection, Safety, and the Port of Alaska Modernization Program. During this process, I ensure resources are allocated and aligned with objectives of the administration and community.

Throughout my time with the Municipality of Anchorage, I have participated in the development of all department budgets, working closely with the directors to assess needs, prioritize spending, and forecast revenues and expenses. I have overseen the implementation of budgetary plans, while monitoring adherence to financial goals and regulatory requirements. My approach to budget management is rooted in transparency, accountability, and practical financial responsibility. I identify cost-saving opportunities, resource allocation, and mitigate risks of decisions to the city and community. Additionally, I conduct budget reviews and performance evaluations to track progress and adjust as needed.

Each year, I participate in first quarter budget revisions requests from departments, while recognizing the impacts these have on municipal operations and the community. When resources are insufficient or unforeseen issues arise, I prepare budget revisions for the Mayor and Assembly's review and decision.

This involvement allows me to provide guidance to the departments and the administration, while also ensuring decisions align with objectives and operational needs. Unforeseen circumstances arise; however, I hold directors accountable for their budgets and will not approve a budget revision due to oversight on their part.

My commitment to reasonable and sound financial goals will contribute to the city's long-term financial health and stability.

Kolby Hickel



Dear hiring team,

Thank you for the opportunity to apply for employment with your company, I look forward to a discussion about where I could be a benefit to your team.

I like being part of a team and producing results. Personal integrity, ethical standards, professional oral and written communication skills, and analytical ability are attributes I possess and will demonstrate in the workplace.

Please find the attached resume highlighting my work experience and educational background.

As Deputy Municipal Manager I executed several large projects, keeping the municipal taxpayer's interest in mind. The Port of Alaska Modernization Program, one of the largest construction projects in the State of Alaska, is a \$2 billion project which will affect 90% of all Alaskans. In 2022, I helped secure a \$200 million grant from the State of Alaska and a \$68.7 million federal grant to further execute the modernization program. Under my leadership, several key milestones were reached which will carry the port into the future while serving the needs of Alaska for 75 years to come. I also oversaw the Solid Waste Services Anchorage Regional Landfill Leachate Upgrade: a joint effort with Anchorage Water Wastewater Utility.

As Director of Sales at the Hotel Captain Cook, I led our team to profit during COVID by changing our business strategies to adapt to the tumultuous time. Our model resulted in profits for the company, while partnering with local businesses to keep occupancy high, and staff employed.

My experience working in rural Alaska shaped my knowledge of diverse business needs. Teaching client's business development as Individual Development Account Program Trainer was an invaluable experience providing me with keen insight to the rural needs of this state.

Sincerely,

Kolby Hickel



Kolby Hickel

Deputy Municipal Manager: 2021-present. Municipality of Anchorage

- Directed operational functions of Alaska's largest city with 290,000 citizens.
- Managed Port of Alaska, Anchorage Water Wastewater Utility, Solid Waste Services, Public Transportation, Merrill Field Airport, Anchorage Hydropower, Safety, Office of Emergency Management, and Transportation Inspection.
- Port of Alaska Modernization Program Manager
 - Execute \$2 billion project ensuring state's largest port is operable for the next 75 years
 - Secured \$200M for new administration building and Phase 2 of the PAMP
 - Completed the Petroleum cement terminal and south floating dock: \$193 million
 - Balanced interests of city, customers, and contractors for North Extension Stabilization phase 1: \$125 million budgeted project and on schedule
- Managed \$120M construction of Solid Waste Services Central Transfer Station
- Provided strategic direction for Anchorage Police Department, Anchorage Fire Department, Human Resources, Risk Management, Health Department, Parks and Recreation, and Internal Audit.
- Ensure compliance with Regulatory Commissions.
- Directly monitor budget revenues of more than \$200 million for the Enterprises & Utilities while overseeing a collective 535 employees, both union and non-union in those departments.
- Fund Manager for the class action lawsuit against opioid distributors and Janssen Pharmaceuticals.

Acting Municipal Manager, as necessary, 2022-present

Acting Anchorage Hydropower Director, 2021-present

Acting Merrill Field Airport Manager, as necessary and currently.

Director of Sales: 2016-2021. The Hotel Captain Cook & The Voyager Inn

- Led sales operations for Alaska's sole member of Preferred Hotel & Resorts: Luxury Collection.
- Led sales team and staff in production of financial reports, targets, and projected profits for both properties. Ensured budget compliance.
- Identified key markets and monitored emerging trends.
- Represented the company at industry events, conferences, and trade shows.
- Solidified client relationship with State of Alaska agencies, non-profits, associations, school districts, State of California, unions, and other large industry leaders.

During COVID, my team and I changed our business strategies to adapt to the times. Our model brought in more than expected profits for the company. We partnered with local businesses to keep hotel occupancy high, and staff employed.

Vice President, Operations: 2013-2016. TecPro, Ltd.

- Enhanced and developed policies and procedures improving overall operation.
- Ensured company operations were executed in-line with company vision, mission, and completion plans.
- Overall accountability for construction projects to ensure completion according to scope, quality, and budget.
- Maximized revenue, analyzed financial reports, and ensured competitive bids.

Kolby Hickel

Managed company licenses, hiring, operations, insurance, employee benefits, contract management, financial oversight, brand management, administration, and maintenance of GSA & WSCA contracts. Identified ways to maximize revenue, analyzed financial reports, maintained awareness of competitive landscape.

Corporate Accountant: 2011- 2013. Cook Inlet Region, Inc. (CIRI)

- Recorded monthly operating results and data management, reviewed transactions, reconciled inter-company and general ledger accounts, and recorded equity income of designated affiliates.
- Reconciled subsidiary companies' account ledgers to the parent company.
- Account for investments in private equity funds: recording interest income, management fees, gains and losses. Tracked underlying investments, commitments, unrealized gains and losses, including investments in hedge funds, collateralized loan obligations, leveraged buyout firms and equity investments.
- Account for the marketable securities portfolio, which includes recording change in gain/loss, interest income, management fees and amortization for equity, fixed income, and alternative funds.
- Actively communicate with CIRI business partners and affiliates. Prepared schedules and work papers for annual financial audits of CIRI and subsidiaries.

Produced financial statements, consolidations, year-end statements, annual budget, and mid-year forecasts. Monitored budget-to-actual performance on designated projects and operations.

Designated industries: Government services, environmental services, private equities, marketable securities, telecommunications, resort investments, construction/oilfield services, real estate income producing buildings, and Cook Inlet Health & Welfare Plan & Trust (employee health benefits).

Accountant and Human Resource Associate: 2009- 2011. ICE Services, Inc.

- Responsible for daily, monthly, and annual accounting with supporting documents.
- Calculated and accrued lodging income, interest income, catering revenue, property tax, and note payables. Record and depreciate assets on a monthly and annual basis.
- Provided support of payroll for 250 employees. Reconciled checking accounts, ATM, 401(K) withholdings and company matching, credit cards, and accounts receivable.
- Health insurance, 401(K), unemployment, background checks, interviews, random employee drug testing, workmen's compensation, and employee records. Authored employee handbook.

Education

Master of Business Administration (MBA) - Management. 2009 University of Alaska Anchorage
Bachelor of Business Administration (BBA) - Management. 2008 University of Alaska Anchorage

Professional associations

Governor's Advisory Council on Opioid Remediation- 2021-present
USS Ted Stevens Commissioning Committee- 2022-present
CIVICVentures Board- Treasurer 2022-present
Anchorage Downtown Rotary Club- 2013 to 2020.

Kolby Hickel Professional references

1. Amy Demboski Municipal Manager, former supervisor at Municipality of Anchorage
 - a. [REDACTED]
2. Kent Kohlhase Municipal Manager, supervisor at Municipality of Anchorage
 - a. [REDACTED]
3. Lauren Hughes Special Assistant, Municipality of Anchorage
 - a. [REDACTED]
4. Joe Saunders, Owner, TecPro, former supervisor
 - a. [REDACTED]

February 12, 2024
sent via email



Assembly Chair Constant
Assembly Vice Chair Zaletel
Municipal Assembly
Municipality of Anchorage

Re: AR No. 2024-40: Corrections and Responses

Dear Chair Constant, Vice Chair Zaletel, and Members of the Municipal Assembly:

We, the owners of the Eklutna Hydroelectric Project (“Project”), are writing to respond to your Assembly Resolution AR-2024-40, as amended (“AR-2024-40”). We appreciate the Municipal Assembly’s interest in the Project and our implementation of the 1991 Agreement.

With due respect, however, we cannot abide by certain incorrect factual and legal assertions in AR-2024-40 and in your public statements made during the Anchorage Assembly’s special meeting on February 2, 2024. We only received a draft of AR-2024-40 on February 1 and were not given an opportunity to appear at the special meeting and respond in detail before AR-2024-40 was introduced, discussed, and passed, so we are doing so now.

Concern 1.A “Non-Compliant Process”

We agree that the process required under the 1991 Agreement is very similar to a FERC licensing process under Part I of the Federal Power Act. Thus, we hired a team of FERC hydroelectric consultant experts to run this process for the Project – the very team that led the FERC relicensing process for Chugach’s Cooper Lake Hydroelectric Project that ended in a successful FERC order and approved settlement requiring measures to enhance fish and wildlife in 2006. We know what a FERC process entails and are following and implementing the modified process outlined in the 1991 Agreement to the letter.

The major differences between the FERC process and that required under the 1991 Agreement are that the final decision for approving the Proposed Final Fish and Wildlife Program will belong to the Governor of Alaska, rather than FERC, and the federal agencies do not have mandatory conditioning authority. These differences were agreed to in 1991 when authorized representatives of NMFS and USFWS, the Governor of the State of Alaska, the CEOs of Chugach and MEA, and the Mayor of Anchorage (on behalf of the Municipality of Anchorage) signed the 1991 Agreement. It is wrong to read provisions and requirements into the 1991 Agreement that are simply not there.

We disagree that the process outlined in the 1991 Agreement requires an analysis and process under the federal National Environmental Policy Act (“NEPA”). The process prescribed in the 1991 Agreement leading to the Governor’s approval is simply not a federal process, does

not trigger a federal action, and does not fall within FERC licensing jurisdiction; no provision of the 1991 Agreement requires compliance with NEPA. Throughout the consultation, study, and alternatives assessment processes, however, we have been and remain fully engaged with federal and state resource agencies as required in the 1991 Agreement. We have met and are continuing to meet with the agencies to understand their comments and critiques of the Draft Fish and Wildlife Program and attempt to resolve differences. As contemplated in the 1991 Agreement, we are revising the program such that the Final Proposed Fish and Wildlife Program better meets the expectation of the agencies with expertise. We are also meeting with and continue to seek to resolve differences with the Native Village of Eklutna (“NVE”); we hope that the improvements we have discussed with the agencies will provide an acceptable path forward for agreement with NVE when we meet with them again.

We agree that the process under the 1991 Agreement “diverges substantially” from the process the Municipality of Anchorage uses for its own capital projects. The 1991 Agreement is simply a different process, based on different legal precedents and requirements. The 1991 Agreement does not call for the Project owners to bring a handful of alternative proposals to the Anchorage Assembly for it to make a selection. Rather, Section 4 of the 1991 Agreement specifically requires us to propose a Draft Fish and Wildlife Program to the parties of the 1991 Agreement (as we did on October 27, 2023) and work to resolve differences, hold public meetings, and receive and consider comments and suggestions before preparing a Proposed Final Fish and Wildlife Program.

It is categorically incorrect for anyone to assert that we have not studied more than one alternative. Rather we have analyzed dozens of alternatives. Starting in April 2023, the Project owners, parties to the 1991 Agreement, NVE, members of the Technical Work Groups (including state and federal fish and wildlife agencies, Trout Unlimited, and The Conservation Fund) engaged in a robust examination of alternatives. Attendees at six meetings over five months were invited to submit comprehensive alternatives for analysis using a form listing the various component options; then these alternatives were discussed at subsequent alternatives analysis meetings. Alternatives such as dam replacement were proposed and analyzed, along with over 30 comprehensive alternatives submitted by the Project owners and several stakeholders. Each of the comprehensive alternatives was analyzed using engineering analysis and a Cost Effectiveness and Incremental Cost Analysis (CE/ICA) model, examining outputs such as water flows and effects on fish habitat, operations, and costs. The results of these analyses were presented at the meetings and attendees were invited to revise and resubmit their comprehensive alternatives, if desired, for further discussion at upcoming alternatives analysis meetings with the aim of narrowing down potential alternatives. At the end of the process, we had thoroughly examined all suggested alternatives (36 in total).

The first time that any participant proposed dam removal as an “alternative solution” to be studied and recommended in the alternative analysis process was by NVE on December 4, 2023 – more than a month after we circulated the Draft Fish and Wildlife Program. We are now studying that alternative, but it was not proposed for study during the April – August period

during which the 36 alternatives were studied, so it was not studied and presented in the Draft Fish and Wildlife Program.

Concern 1.B “Potential Impacts to Anchorage Drinking Water”

We fundamentally disagree with the assertion that we have not considered implications related to Anchorage’s drinking water supplies from Eklutna Lake. To be clear, we would never propose any action that would compromise or threaten the Municipal water supply. Rather, we recognize, and have been living up to, our commitment set forth in Section 7 of the 1984 “Public Water Supply and Energy Generation from Eklutna Lake, Alaska” (the “1984 Agreement”) to “take no action regarding Eklutna Lake of reducing the quality or increasing the turbidity of the lake water from those conditions which presently exist; nor will the [Project owners] take or authorize any other action with regard to Eklutna Lake which may have the effect of reducing its present suitability for use as a source of public water supply.”

During the alternative analysis process, we met and engaged with AWWU senior executives and its board regarding the possibility of using AWWU infrastructure to create instream flows in Eklutna River. Our engineers engaged with AWWU’s engineers to ensure that we understood AWWU’s system, operations, and concerns, and AWWU understood what we were trying to achieve through the construction and operation of the alternative Eklutna River Release Facility to establish instream flows in Eklutna River. We even compensated AWWU for its engineering time and review of our proposed plans.

Our respect for AWWU, its mission, its water rights, and the 1984 Agreement led us to engage with AWWU *before* we publicly proposed use of AWWU facilities to create instream flows. We explored whether AWWU would be amenable to such cooperation in support of instream flows *if, and only if*, the use of AWWU infrastructure is included in the Final Fish and Wildlife Program approved by the Governor. It would have been imprudent for the Project owners to propose publicly such an alternative without exploring whether AWWU, the owner of the facilities, is willing to do so.

In late October 2023, AWWU and the Project owners executed a binding term sheet that outlines the basic contractual terms that would govern the interconnection of a new water release facility to the AWWU pipeline, water transportation through AWWU’s infrastructure, associated compensation, and associated water rights. At this time, the term sheet is protected as confidential and privileged under an agreement between the MOA, Chugach, and MEA. Accordingly, all parties must treat the document as confidential in order to protect privileges such as the attorney-client privilege.

Importantly, the term sheet and its commitments are expressly conditioned on the contemplated usage of the AWWU infrastructure being in the Final Fish and Wildlife Program approved by the Governor as required in the 1991 Agreement. To be clear, if the Project owners’ final Fish and Wildlife Program does not include the use of the AWWU facilities or if the Governor does not approve the Fish and Wildlife Program with such use, the term sheet and its commitments will be terminated. Furthermore, the term sheet expressly recognizes that

AWWU takes no position as to whether using AWWU infrastructure is the best alternative for the Fish and Wildlife Program. Rather, the term sheet outlines the terms and conditions under which AWWU would be willing to provide the requested services *if* the AWWU infrastructure is in the Project owners' final Fish and Wildlife Program approved by the Governor.

While the term sheet is binding with respect to its basic terms, it is still preliminary to the execution of definitive contracts between the Project owners and AWWU that are currently under negotiation and will include a greater level of detail. Term sheets are not complete legal contracts. As is typical with contractual negotiations, the parties may choose to voluntarily agree to deviate from or refine terms as written in the term sheet when negotiating and finalizing definitive contracts. Disclosure of the term sheet now would violate agreed confidentiality obligations and also interfere with, and potentially disadvantage, the parties' ability to freely engage in the negotiation process necessary to move from the term sheet to the definitive documentation.

With all due respect to the consultant hired by the Anchorage Assembly, we view the analysis referenced in Section 1.B of AR-2024-40 as fundamentally flawed and out of date. While the analysis is accurate that a 70 million gallons per day (MGD) flow rate was the planned full buildout capacity of the Eklutna Water Treatment Facility in the 1980s, we were told by AWWU that this is not a flow rate they envision pursuing in the future. The actual capacity of the tunnel and pipeline is 100 MGD, but AWWU's water permit (LAS 2569) is limited to 41 MGD which corresponds to the maximum capacity of the water treatment facility. Our direction was to use 41 MGD for the basis of our design, which is about double what AWWU currently takes (an annual average 22-24 MGD). Furthermore, the consultant asserts that planned maintenance or emergency events will stop flow to the Eklutna River. While it is true that either a failure of the intake shaft valve or a collapse of the tunnel will stop flow to the Eklutna River, the current design allows the pipeline to be dewatered for maintenance, and in the event of a pipeline rupture, it allows for emergency closure at the portal valve, in both cases allowing continued operation of the Eklutna River Release Facility. In the event planned maintenance is required to replace the intake valve shaft, we have also discussed proposing that this be planned for the fall when water could alternately be released at the dam.

Concern 1.C "Incomplete Analysis and Insufficient Mitigation"

We believe you may not fully understand our proposal with regard to construction and operation of the alternative Eklutna River Release Facility to establish instream flows in Eklutna River. Contrary to the suggestion in AR-2024-40, our engineers have designed the Eklutna River Release Facility, interconnections, and controls to be able to operate at all lake levels contemplated under the operation of the Project while also maintaining AWWU's full operational flexibility up to 41 MGD. As mentioned above, we have anticipated regular and unplanned maintenance and discussed such operations with AWWU. We have specifically designed the Eklutna River Release Facility to avoid dewatering the Eklutna River and fish kills.

We understand that the Anchorage Assembly is intrigued by the dam removal alternative proposed by NVE. We are assessing the costs, risks, and benefits of NVE's new alternative and will release our assessment to NVE, the Anchorage Assembly, and the public in due course. In the meantime, it is worthwhile to point out two considerations to the dam removal alternative. First, NVE asserted that one of the benefits of removing the Project and enabling a "free-flowing Eklutna River" would be "[s]ecuring the AWWU drinking water system". Given our past conversations about the AWWU infrastructure and instream flows, however, NVE's assessment does not seem consistent with AWWU's assessment of risks to the AWWU water supply system with increased flows in the Eklutna River. Based on hydrologic calculations of flows into Eklutna Lake, removal of the Project dam would result in instream flows peaking at 2,500 cfs every few years to 4,000 cfs every 10 years. We asked AWWU for its assessment of dam removal on its infrastructure. Please see **Attachments A (our request) and B (AWWU's response)**. We are reviewing AWWU's preliminary assessment and intend to engage AWWU as we study dam removal, but as AWWU's response points out, AWWU has concerns about the effects of dam removal on Anchorage's water supply.

Second, we caution the Anchorage Assembly from relying too heavily on the assertion that two environmental organizations will pay for dam removal. Removal of hydroelectric facilities and associated restoration requirements are not minimal financial commitments. Removal and restoration work at the Elwha and Glines Canyon projects in Washington State was estimated to cost more than \$350 million (2011 Dollars)¹, including \$79 million for water treatment facilities to protect municipal and industrial water supplies during and after dam removal.² The ongoing removal of the Lower Klamath River dams has been estimated to be \$397.7 million (2018 Dollars).³ These numbers for these dam removal efforts may or may not be indicative of the costs of removing the Project, restoring the Eklutna River, and hardening the downstream infrastructure to withstand increased flows, but it would be imprudent to assume that all such costs would be borne by environmental organizations who have put forth no such commitment to pay in writing.

Concern 1.D "Poor Coordination and Questionable Use of Public Funds"

As stated above, we reject the characterizations that we investigated only one alternative, that such alternative is "stand alone", and that such alternative is self-serving and fails to meet the goals and objectives of the 1991 Agreement. To be frank, we know of no alternative that, when compared with the Eklutna River Release Facility alternative, (i) establishes similar year-round instream flows, (ii) creates as much fish spawning and rearing habitat, while (iii) also

¹ Ker Than, *Largest U.S. Dam Removal to Restore Salmon Runs*, NATIONAL GEOGRAPHIC, Sept. 1, 2011, <https://www.nationalgeographic.com/science/article/110831-dam-removal-elwha-freshwater-science-salmon>.

² National Park Service, *Dam Removal*, <https://www.nps.gov/olym/learn/nature/dam-removal.htm> (last visited Feb. 8, 2024).

³ Klamath River Renewal Corp., DEFINITE PLAN FOR THE LOWER KLAMATH PROJECT, APPENDIX P – ESTIMATE OF PROJECT COSTS 64 (2018), https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_quality_cert/docs/lower_klamath_ferc14_803/lkp_def_plnp_q.pdf.

protecting the public water supply, and (iv) without exposing ratepayers and taxpayers to significantly higher costs.

That said, we are not done considering and analyzing all alternatives, comments, suggestions, and public input necessary to put forward our Proposed Final Fish and Wildlife Program. Please note, however, that the 1991 Agreement does not set forth only one criterion we must optimize – whether fish habitat or cost. Rather, the 1991 Agreement sets forth the following approval criteria for a final Fish and Wildlife Program: “In order to ensure that [the Project is] best adapted for power generation and other beneficial uses, the Governor shall give equal consideration to the purposes of efficient and economical power production, energy conservation, the protection, mitigation or damage to, and enhancement of fish and wildlife (including related spawning grounds and habitat), the protection of recreation opportunities, municipal water supplies, the preservation of the other aspects of environmental quality, other beneficial uses, and requirements of State law”.

Concern 2 No MOA Funding for F&W Program that Does Not Restore Full Length of Eklutna River

While we recognize that NVE, the Conservation Fund, Trout Unlimited, and the Anchorage Assembly prefer full “restoration” of the Eklutna River, no such requirement exists in the 1991 Agreement. The word “restore” does not appear in the 1991 Agreement; similarly, neither “fish passage into Eklutna Lake” nor “restoration of sockeye salmon” are required. Rather, the 1991 Agreement requires us to develop a Proposed Final Fish and Wildlife Program “to protect, mitigate and enhance fish and wildlife resources.”

It is important to note that anadromous fish runs were eliminated in the Eklutna River decades before the Project we purchased was built in 1953-55. Contrary to assertions by some, the hydroelectric developments in the lower Eklutna River that blocked fish passage in the 1920s are distinct from, and were not part of, the Eklutna Project we purchased in 1997. While we fully acknowledge the consequential impacts of all hydroelectric projects on NVE and its members, the 1991 Agreement simply does not place upon us (and our ratepayers and taxpayers) the legal or contractual requirement or responsibility to address *all* adverse effects of all hydroelectric development in the Eklutna River basin over the past 100 years. We are fully committed to doing the one thing that only we can do: establish year-round flows of water in the Eklutna River for fish spawning and rearing habitat as a foundation of our Proposed Final Fish and Wildlife Program, while balancing all the other interests required under the 1991 Agreement. We continue to work towards creating the best means to provide such instream flows and create fish habitat that satisfies all the criteria set forth in the 1991 Agreement.

Concern 3 RCA Investigation Before Governor Approval

As regulated public utilities, we understand very well the jurisdiction and authorities that the Regulatory Commission of Alaska (“RCA”) has over our decisions, actions, and the rate recovery of the costs we incur in providing electric service to our member-ratepayers. We completely disagree that it is appropriate for the RCA to initiate an investigation regarding the

development of the Fish and Wildlife Program required under the 1991 Agreement. The 1991 Agreement does not contemplate such RCA investigation or approval. Rather, the RCA will have its opportunity to review and approve costs incurred under the Fish and Wildlife Program in the normal course of utility rate cases filed with the RCA pursuant to its authorities under AS 42.05.

The Anchorage Assembly is correct, however, to point out that we should remain focused on impacts to ratepayers and their access to uninterrupted electric service. As we have repeatedly stated, this Project is very important to providing low cost, reliable, and dispatchable power year-round. The importance of this generation asset was recently demonstrated during an extended period of cold weather in the Anchorage area when ENSTAR experienced gas deliverability problems with CINGSA, the gas storage facility that the Railbelt depends on. During this time of ENSTAR's difficulties, Chugach and MEA voluntarily maximized their usage of the Project (and other hydro resources) to maintain system reliability during a time of critical operations. The Project provided 8% and 9% of their respective energy needs to meet MEA's load and Chugach's load during the cold snap; The Project's operations created an estimated fuel savings of over 27,300 thousand cubic feet (MCF) of natural gas for MEA consumers at a time when ENSTAR was seeing record high natural gas demand compounded by deliverability issues. Likewise, Chugach also voluntarily maximized its use of the Project during the cold snap and accordingly reduced its gas consumption by approximately 60,000 MCF over the same period. Chugach and MEA's combined use of the Project saved 87,300 MCF of natural gas during the cold snap and allowed the gas utility to avoid issuing a yellow designation for natural gas delivery. A yellow designation from ENSTAR would have included requiring MEA and Chugach to shift to available diesel generation to provide additional gas to ENSTAR. Diesel generation by both utilities is more than twice as expensive as natural gas and would have increased bills for all ENSTAR customers under the terms of utility cooperation agreements. This recent situation demonstrated how critical the Project's hydro capacity and energy can be to Railbelt reliability and cost during critical times.

Concern 4 Request for Two Year Extension

The 1991 Agreement is a contract between the State of Alaska, two federal agencies, and the three owners of the Project. The 1991 Agreement does not have any provision for extensions or amendment; it has no decision-making process or authority empowered to grant an extension or impose changes to the 1991 Agreement. Consequently, the Project owners see no path to pausing the process required under the 1991 Agreement without liability. Accordingly, we will not delay the implementation of the Fish and Wildlife Program for two years in order to perform additional analysis, consultations and coordination.


We have been fully engaged in this process since 2019 and we have performed each step of the process deliberately and with consultation with the Parties to the 1991 Agreement, NVE, State and federal resource agencies, and others interested in the Project or the 1991 Agreement. We excluded no key stakeholders. Even though they were not a party to the 1991 Agreement, we afforded NVE enhanced opportunities for engagement. Additionally, we have presented

status reports to, and have held quarterly updates with, the Assembly and its Enterprise and Utility Oversight Committee 11 times as listed on <https://eklutnahydro.com/project-updates/>.


There has been no “rush to judgment” or effort to “exclude stakeholders”. Rather, we have been developing and continue to seek a measured and comprehensive approach guided by respectful coordination to reach a solution the enjoys broad consensus. We are now revising our draft Fish and Wildlife Program to reflect input from the parties to the 1991 Agreement, NVE, state and federal resource agencies, and the general public as solicited in six public meetings and as received in the form of hundreds of comments submitted by email and via our website. We hope that the Proposed Final Fish and Wildlife Program we deliver to the Governor for approval meets all legal requirements of the 1991 Agreement and provides a set of protection, mitigation, and enhancement measures grounded on year-round flows in the Eklutna River that all parties will accept and appreciate.

Sincerely,

Andrew Laughlin
Chief Operating Officer
Chugach Electric Association, Inc.



Tony R. Zellers
Chief Operating Officer
Matanuska Electric Association, Inc.



Kolby Hickey
Deputy Municipal Manager
Municipality of Anchorage

Attachments

cc: Parties to the 1991 Agreement
Native Village of Eklutna
Anchorage Water and Wastewater Utility

Attachment A

Request to AWWU re NVE's Dam Removal Alternative

[See Attached]

Attachment B

AWWU Response re NVE's Dam Removal Alternative

[See Attached]

Eklutna opinion piece

<https://www.adn.com/opinions/2024/01/09/opinion-now-is-your-chance-to-comment-on-the-eklutna-hydro-project/>

Over the next few months, there is an opportunity for you to make your voice heard about the future of the Eklutna Hydroelectric Project. The project currently supplies the cheapest renewable energy in the Railbelt; however, the not-for-profit utilities that own the project are working to balance the affordable and sustainable energy needs of the communities we serve along with the cultural and fishery resources of the region.

We want to hear from our impacted co-op members and other Alaskans to help ensure we strike the right balance among renewable energy, drinking water, and fish habitat in the final fish and wildlife program we submit to the governor this spring. The public is invited to come and learn more about the draft program at multiple open-house events this month, have the opportunity to ask questions of subject matter experts, and submit comments. Public comments can also be sent by email to info@eklutnahydro.com

Upcoming public meeting schedule:

Jan. 16: Palmer Community Center (Depot), 2 p.m. to 4 p.m. and 6 p.m. to 8 p.m.

Jan. 17: Arctic Rec Center (Anchorage), 2 p.m. to 4 p.m. and 6 p.m. to 8 p.m.

Jan. 18: The Workplace & Event Center (Eagle River), 2 p.m. to 4 p.m. and 6 p.m. to 8 p.m.

The Eklutna Hydroelectric Project, located about 30 miles northeast of downtown Anchorage, is owned by Chugach Electric Association, Matanuska Electric Association and the Municipality of Anchorage. When the owners bought the hydro project from the federal government in the 1990s, we agreed in the 1991 Fish and Wildlife Agreement, called the 1991 Agreement, to work with the state of Alaska and federal fisheries agencies to recommend to the governor a program to protect, mitigate damages to, and enhance fish and wildlife impacted by the hydro project.

ADVERT SEMENT

The Draft Fish and Wildlife Program out for public comment is the result of four years of collaborative study with the US Fish and Wildlife Service, National Marine Fisheries Service, Alaska Departments of Fish and Game and Natural Resources, the Native Village of Eklutna (NVE) and several conservation-based organizations.

Based on the study results, the owners invited state and federal agencies and interested parties to suggest alternatives to meet our commitment to mitigating the

impact of the Eklutna Hydroelectric Project on fish and wildlife. We conducted a comprehensive alternatives analysis of more than 30 proposals from this group of stakeholders, including a deep dive into the technical and economic feasibility of each option.

The draft program out for public comment uses the existing water supply infrastructure to provide year-round water flows to 11 out of 12 miles of the Eklutna River. The studies and analysis indicate it will significantly benefit four species of salmon that are currently observed in the lower river, while balancing fish habitat with protection of the public water supply and renewable energy. You can read the entire draft program at www.eklutnahydro.com

The 1991 Agreement specifically requires the owners and the governor to consider eight items:

- Efficient and economical power production
- Energy conservation
- The protection, mitigation of damages to, and enhancement of fish and wildlife
- Protection of recreational opportunities
- Municipal water supplies
- The protection of other aspects of environmental quality
- Other public uses
- Requirements of state law

Among all 30 options investigated, each has pros and cons when considering the eight required items, and there are none without controversy, including a wide range of costs. There is no question the draft program is the result of trade-offs and tough choices. We believe the proposed program strikes a reasonable compromise among all eight required elements that creates significant fish habitat while protecting this important renewable energy asset and controlling ratepayer costs.

We recognize the co-op members served by this project are facing unprecedented times. The Cook Inlet gas supply used to power and heat our homes and businesses is uncertain and predicted to sharply escalate in price. Water returned to the river reduces available, dispatchable, renewable energy that cannot be replaced with wind or solar. Eklutna hydropower is also the least expensive power on the Railbelt, with the only reliable replacement for this power currently generated by natural gas, which grows more expensive and uncertain. At a time when the call for more use of

renewable energy is getting louder, it is the member-owned utilities' obligation to act responsibly to ensure the clean, low-cost energy provided by the hydro project is not unduly compromised while meeting the obligations of the 1991 Agreement.

We respect the history of the Eklutna people. We enjoy the Eklutna River watershed as many Alaskans do and understand its cultural significance to the Eklutna people. We believe the draft program proposed will promote fish habitat while continuing to provide reliable, clean, and affordable energy to Alaskans for decades to come. The owners are continuing to work with the agencies who signed the 1991 Agreement and NVE to find common ground so we can bring a satisfactory and successful final program to the governor this spring.

Kolby Hickel is deputy municipal manager for the Municipality of Anchorage.

Andrew Laughlin is chief operating officer of Chugach Electric Association.

Tony Zellers is director of power supply for Matanuska Electric Association.

<https://www.adn.com/opinions/2023/07/27/opinion-eklutnas-complex-balance-of-science-fish-and-clean-energy/>

Alaskans from across the state enjoy the beauty and landscape of Eklutna Lake and the surrounding area. Hikers, campers, kayakers and a variety of other users can be found there on any given day throughout the year. Another important aspect of the Eklutna story and its many benefits is that the water from Eklutna Lake provides 90% of the Municipality of Anchorage's water supply and production of the lowest-cost renewable energy in Southcentral Alaska through the Eklutna Hydroelectric Project, which was constructed by the federal government in the 1950s.

Before the owners of the hydro project — Chugach Electric Association, Matanuska Electric Association and the Municipality of Anchorage — acquired the project in 1997, a Fish and Wildlife Agreement was executed in 1991 amongst the hydro project owners, the U.S. Fish and Wildlife Service, National Marine Fisheries Service and the state of Alaska. The 1991 agreement requires the hydro project owners to consult with state and federal agencies and other interested parties to develop and propose to the governor a program to protect, mitigate damages to, and enhance fish and wildlife resources affected by the project. The agreement also requires consideration of the impact of fish and wildlife measures on electric ratepayers, municipal water supply, recreational use and adjacent land use. We were required to initiate this consultation 25 years after purchasing the project and to repeat this process every 35 years.

The project owners initiated this effort roughly four years ago, more than three years early. Working with the other signatories to the 1991 agreement, the Native Village of Eklutna and many other groups that expressed interest in this effort, we have spent thousands of hours and roughly \$7 million to date studying the impacts of the project on fish and wildlife and working on developing the proposal that will go to the governor next year for final approval. The study effort has been expansive, and we have worked with dozens of agencies and groups compiling information, developing study plans, implementing two years of field work, preparing study reports, analyzing alternatives, and working collaboratively to come up with the recommended mitigation program. We invite anyone interested to explore the process and results of this effort available online at www.eklutnahydro.com.

A [recent commentary](#) accused the Eklutna hydro project owners of not caring about the history of the Eklutna area, fighting to prevent salmon from returning to the Eklutna River, and a variety of other misdeeds. Those statements and accusations are false. As part of this effort, we have committed to returning water to the Eklutna River and we received 36 comprehensive alternatives from eight separate groups and agencies. We are analyzing the cost of each alternative, looking at the likelihood of success for future fish habitat, analyzing impacts on other uses such as hydropower, public water supply, recreation, and the impacts of mitigation measures on both ratepayers and

taxpayers as well as increased opportunities for the public benefit from water in the Eklutna River. We have provided special participant status to the Native Village of Eklutna, which was not listed in the initial congressional directive. As not-for-profit electric cooperatives and a local government entity, it is our obligation to study and recognize the costs of any possible mitigation measures and balance those with the other tradeoffs and benefits of the potential solutions. It is our obligation to each of you, our members and local taxpayers, who are responsible for the costs and future obligations to the project.

In the coming months, we will develop and release a draft recommended protection, mitigation and enhancement plan for review. There will be an opportunity for public comment, including two public meetings in January. Ultimately, the final proposal will go to the governor, and we have committed to including a separate comment table from the Native Village of Eklutna if we are not able to agree on the best path forward.

We are mindful that water in the river reduces available, dispatchable, renewable energy that cannot be replaced with wind or solar. Eklutna hydropower is also the least expensive power on the Railbelt, with the only reliable replacement for this power currently generated by natural gas, which is more expensive.

As we remain focused on the fine balance between efforts to reduce carbon, increase energy diversification, protect the environment, increase opportunities for salmon return where possible, provide a quality municipal water supply and ensure affordable, reliable power, we will finish out this process with the same transparency, integrity, respect and inclusiveness that has been the foundation of this project for the past four years. We will continue to work collaboratively with multiple agencies, committing resources to a science-based study process, to achieve the best possible outcome to comply with the 1991 Fish and Wildlife Agreement and meet the diverse needs of Alaskans.

Kolby Hickel is the deputy municipal manager for the Municipality of Anchorage.

Andrew Laughlin is chief operating officer for Chugach Electric Association.

Tony Zellers is director of power supply, Matanuska Electric Association.

University of Alaska Anchorage

*The Board of Regents of the University of Alaska
upon recommendation of the University Faculty and by virtue
of the Authority vested in Them by Law have conferred upon*

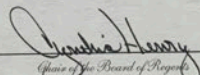
Kolby A. Hickel

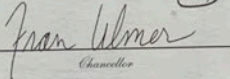
the degree of
Master of Business Administration
Business Administration
Emphasis: General Management

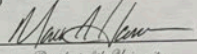
with all Rights, Privileges and Honors pertaining thereto

Given at the University of Alaska Anchorage, this month of May, A.D. 2009




Judith Henry
Chair of the Board of Regents


Fran Ulmer
Chancellor


Mark A. Ken
President of the University

University of Alaska Anchorage

*The Board of Regents of the University of Alaska
upon recommendation of the University Faculty and by virtue
of the Authority vested in Them by Law have conferred upon*

Holby A. Hickel

the degree of

**Bachelor of Business Administration
Management**

with all Rights, Privileges and Honors pertaining thereto

Given at the University of Alaska Anchorage, this month of May, A.D. 2008



Roger Hughes

Chair of the Board of Regents

Fran Ulmer

Chancellor

Max A. New

President of the University

EMPLOYMENT APPLICATION



CITY OF PALMER
 231 W Evergreen Avenue
 Palmer, Alaska 99645
 (907) 761-1302
<http://www.palmerak.org>
 ZIMMERMAN, KIM DAVID
 24-000 CITY MANAGER

Received: 2/28/24 6:25 AM
 For Official Use Only:
 QUAL: _____
 DNO: _____
 Experience
 Training
 Other: _____

PERSONAL INFORMATION

POSITION TITLE: CITY MANAGER		EXAM ID# : 24-000
NAME: (Last, First, Middle) ZIMMERMAN, KIM DAVID		SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	ALTERNATE PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: [REDACTED] Number: [REDACTED]	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your highest level of education? Master's Degree		

PREFERENCES

MINIMUM COMPENSATION: \$81.00 per hour; \$170,000.00 per year
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Full Time
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)
OBJECTIVE: My objective is to be hired as the City Manager and bring my vast experience and skills to help manage the City, as well as playing an active and positive role in the community. I have traveled a lot for my military and post military career and would like to make Palmer our home, and this is a perfect opportunity to do so. I have a wealth of knowledge in many facets of management and believe I can be very successful in this position and greatly help the town.

EDUCATION

DATES:	SCHOOL NAME: Clarion University of Pennsylvania	
LOCATION: (City, State/Province) Clarion, Pennsylvania	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Biology		
DATES:	SCHOOL NAME: California University of Pennsylvania	
LOCATION: (City, State/Province) California, Pennsylvania	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Geography and Regional Planning		
DATES:	SCHOOL NAME: Trinidad State Junior College	
LOCATION: (City, State/Province) Trinidad, Colorado	DID YOU GRADUATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DEGREE RECEIVED: Associate's
MAJOR: Gunsmithing		

WORK EXPERIENCE

DATES: From: 3/2021 To: Present	EMPLOYER: Borough of Lewistown, Pennsylvania	POSITION TITLE: Borough Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Jim Steele - Council President	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

HOURS PER WEEK: 60	SALARY: \$10,500.00/month	
DUTIES: Serves as the chief administrator of a town of 8,500 citizens consisting of 4,000 homes, a full-time staff of 50, and part time staff of 40 throughout the year. Directly responsible for the wastewater treatment plant, refuse and recycling department, public works department, and the annual \$11M dollar budget and investment portfolio. Provides the direct link between the citizens and the Council through the coordination of all committee and council meetings. Works directly with Federal, State, and County agencies on a daily basis.		
REASON FOR LEAVING: Will resign from this position if this position is offered and accepted.		
DATES: From: 4/2018 To: 9/2020	EMPLOYER: Corvias Military Living	POSITION TITLE: Operations Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Terrance Callahan - Vice President	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 60	SALARY: \$13,000.00/month	
DUTIES: Responsible for the management of the privatized housing on Eielson AFB. Responsible for leading all installation-level property management employees and the day-to-day operation of a multi-family home management portfolio; for identifying and elevating new business responsibilities and marshaling resources within the organization to remove obstacles and deliver positive results. Directly responsible for developing and maintaining a solid, positive partnership with the United States Air Force and Base Leadership in all levels of command, as well as with the 3,000 military and government family members in the 910 homes on base and portfolio. Accountable for the fostering of an environment of team-work, efficiency, and superior customer service for the 30 full and part time employees. Directly managed and responsible for the annual \$20,000,000 budget, the largest base and budget in the portfolio of six United States Air Force Bases in the company. Achieved and maintained the highest performance statistics in the portfolio of six military bases.		
REASON FOR LEAVING: [REDACTED] was diagnosed with [REDACTED] and we had to leave for required medical care at the Mayo Clinic in Minnesota. Because of Covid and the disease [REDACTED] could not fly to her appointments. [REDACTED] can now fly.		
DATES: From: 1/2016 To: 12/2017	EMPLOYER: Trinidad State Junior College	POSITION TITLE: Gunsmithing Student
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Dan Wilson - Gunsmithing Advisor	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$0.00/month	
DUTIES: 80182 Full time gunsmithing student seeking an Associate's Degree in the fine art of gun-making, repair, restoration, stocking, checkering, coating, and bluing of all manner of firearms.		
REASON FOR LEAVING: Graduation in December 2017 (.5 credits short)		
DATES: From: 10/2013 To: 1/2016	EMPLOYER: Borough of Ridgway	POSITION TITLE: Borough of Ridgway City Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Ralph Dussia - Council President	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$6,000.00/month	
DUTIES: 15853 Served as the chief administrator of a town of 4,100 citizens consisting of 1,700 homes, a full time staff of 26, and part time staff of 50 though-out the year. Directly responsible for town's water treatment plant, waste water treatment plant, refuse department, public works department, and the annual \$6M dollar budget and investment portfolio. Provided the direct link between the citizens and the Council through the coordination of all committee and council meetings. Worked directly with Federal, State, and County agencies on a daily basis.		
REASON FOR LEAVING: To attend gunsmithing school using my GI Bill after serving 24 years active duty in the Army.		
DATES: From: 8/2012 To: 9/2013	EMPLOYER: Patriot Outfitters, LLC	POSITION TITLE: Director of Government Contracts
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Pete Isermann - CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

HOURS PER WEEK: 40	SALARY: \$5,458.00/month	
DUTIES: 66536 Directly responsible for building, training, and developing the company's government contracting section and for pursuing major Federal and State Government contracts valued from \$750,000 to \$5,700,000,000. Provided direct input and professional advice to company executives on Special Operations and Military Equipment and all Armed Forces matters.		
REASON FOR LEAVING: My one year contract was expiring and I had another opportunity to use my skills for my home town in Pennsylvania.		
DATES: From: 2/1989 To: 9/2012	EMPLOYER: United States Army	POSITION TITLE: Logistics Officer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: President Obama - Commander in Chief	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$10,000.00/month	
DUTIES: Served at all levels of leadership positions of the Army Officer Logistics Corps, from Platoon Leader to Deputy Brigade Commander throughout my 23+ year career. Specialized in logistics and sustainment operations, to include government contracts, Lieutenant Colonel (retired), United States Army fiscal management, maintenance operations, personnel management, engineer operations, base / garrison management, combat operations, and training. Served as a Logistics Sustainment Chief for Army's Mission Command Training Program providing professional training to Army Corps and Division Headquarters Commands deploying into combat operations Served as the Deputy Commander of 3,000 combat Soldiers for two years in Alaska Managed the operations, maintenance, and property accountability for 49,972 pieces of property valued in excess of \$141,000,000 Rated # 1 of his 4 Deputy Brigade Commanders by the Commanding General Rated as # 6 of his 42 Lieutenant Colonels in his Command Served as the Chief Logistics Officer / Mayor / Garrison Commander of a 455 acre Forward Operation Base in Baghdad, Iraq for 15 months, supporting 12,000 Soldiers; directly responsible for the expenditure and accountability of \$220,000 cash and \$80,000,000 worth of contracts Selected over 23 Majors to serve as the Deputy Commander of a Brigade Support Battalion responsible for all logistics and sustainment operations for an Infantry Brigade of 5,000 combat Soldiers Maintained 100% accountability for all assigned equipment valued in excess of \$42M Rated # 1 of 23 Majors in the Brigade by the Brigade Commander Managed a \$34,000,000 budget to within .1% of use; closest of all units on Fort Riley Served as Chief Logistics / Sustainment officer supporting the 2nd Infantry Div in Korea		
REASON FOR LEAVING: Retirement after 24 years of active duty service to the people of America		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Military Service

Served 24 years on active duty in the US Army as a logistics officer and well versed in management at all levels, including people, equipment, financial, time, etc..

REFERENCES

REFERENCE TYPE: Professional	NAME: David Martinson	POSITION: Deputy Mission Support Group Commander (GS-14, USAF) (COL, retired)
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 2711 N. Avenida Empalme, Tucson, Arizona 85715		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	
REFERENCE TYPE: Personal	NAME: Bobby Hammond	POSITION: Previous Council Member (just moved)
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	
REFERENCE TYPE: Professional	NAME: Steve Boothe	POSITION: Construction and Maintenance Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 11627 East Sedgwick Lane, Athol, Idaho 83801		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	

Agency-Wide Questions

1. Have you previously worked for the City of Palmer?
No
2. Are you related to anyone who is currently employed by the City of Palmer?
No
3. If you answered yes to the previous question, please provide the individual's name and department
4. Are you able to perform the essential functions of this job with or without reasonable accommodations?
Yes
5. If you answered yes to the previous question, please explain:
6. Have you ever been terminated or asked to resign by a former employer?
No
7. Have you been convicted of a misdemeanor within the past five years?
No

APPLICANT'S SWORN STATEMENT AUTHORIZATION AND RELEASE I hereby affirm all the information I provided or will provide to the City of Palmer relating to my application for employment, whether by written application form, resume, oral statement or otherwise, is true and complete to be the best of my knowledge. In addition, I agree that any intentional misrepresentation or omission and any material negligent or innocent misrepresentation or omission in or from said information may disqualify me from further consideration for employment any may be considered justification for immediate discharge from employment if discovered at a later date. I hereby authorize any person, organization, or governmental entity, including any current or former employer, to release to the City of Palmer or any authorized person acting on behalf of the City, any and all information, in any manner requested, which may be relevant to my character or qualifications for the City position for which I applied. I authorize current and former employers to give to the City of Palmer any and all employment records in their possession dealing with me, including, but not limited to, job descriptions, wage information, employment records, performance appraisals, disciplinary records, layoff slips, attendance records, reports, or other documents relevant to my application for work or actual employment with the employer, including records relevant to drug and alcohol tests conducted by or on behalf of the employer or in the possession of the employer. I also authorize the release of information and written records concerning my educational history, driving records, and criminal or civil actions. I request that all persons and organizations cooperate fully in providing information to the City, including allowing the interviewing of supervisors, co-workers, educators, or other references. I hereby release all persons, employers, organizations, governmental entities, or any other entity providing information to the City of Palmer or its agents, and release the City of Palmer, its officials, employees, attorneys, and agents from all liability, claims, demands, causes of action, damages, costs, or compensation for any damage, loss or injury, including but not limited to, damage to my reputation, character, business interests, or privacy, which may arise as a result of the disclosure of the information obtained by or disclosed to the City of Palmer or any person acting on behalf of the City. I hereby agree to submit to any lawful drug or integrity testing that may be required as a condition of employment or continued employment and understand that refusal to submit to such testing during the course of my employment may result in disciplinary action, up to and including discharge. I understand that this application is not and is not intended to be a contract for employment or continued employment. I understand that according to federal law all individuals who are hired must, as a condition of employment, produce certain documentation to verify their identity and U.S. citizen status or, if aliens, their legal authorization to work in the U.S. As a consequence, I understand that any offer of employment would be contingent on my ability to produce the required documentation within the time period required by law.

8. Yes
9. Have you attached examples of your written work? This material may include memos, reports or correspondence written by the applicant within the past two years and must be related to your previous or present employment. This material must not exceed six total pages.
Yes

Job Specific Supplemental Questions

1. Do you have a bachelor's degree in business administration or public administration or a related field and give years of responsible experience in the supervision or management of multi-faceted program?
Yes

2. Do you have a valid Alaska driver's license with an acceptable driving record or are you able to obtain a valid Alaska driver's license within thirty (30) days of hire?
Yes

APPLICANT'S SWORN STATEMENT AUTHORIZATION AND RELEASE I hereby affirm all the information I provided or will provide to the City of Palmer relating to my application for employment, whether by written application form, resume, oral statement or otherwise, is true and complete to be the best of my knowledge. In addition, I agree that any intentional misrepresentation or omission and any material negligent or innocent misrepresentation or omission in or from said information may disqualify me from further consideration for employment any may be considered justification for immediate discharge from employment if discovered at a later date. I hereby authorize any person, organization, or governmental entity, including any current or former employer, to release to the City of Palmer or any authorized person acting on behalf of the City, any and all information, in any manner requested, which may be relevant to my character or qualifications for the City position for which I applied. I authorize current and former employers to give to the City of Palmer any and all employment records in their possession dealing with me, including, but not limited to, job descriptions, wage information, employment records, performance appraisals, disciplinary records, layoff slips, attendance records, reports, or other documents relevant to my application for work or actual employment with the employer, including records relevant to drug and alcohol tests conducted by or on behalf of the employer or in the possession of the employer. I also authorize the release of information and written records concerning my educational history, driving records, and criminal or civil actions. I request that all persons and organizations cooperate fully in providing information to the City, including allowing the interviewing of supervisors, co-workers, educators, or other references. I hereby release all persons, employers, organizations, governmental entities, or any other entity providing information t

I Agree

4. Have you attached the required writing examples?
Yes

5. Have you attached your answers to the supplemental questions as noted in the job bulletin?
Yes

The following terms were accepted by the applicant upon submitting the online application:

The information provided in this employment application is true, correct, and complete. If employed, any misstatement or omission of fact on this application may result in dismissal. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. This authorization includes permission to check employment references. If selected for employment you may be required to supply proof of authorization to work in the U.S., have a physical examination and/or drug test, supply and/or authorize a criminal background check, supply and/or authorize a copy of your motor vehicle record (MVR), or sign a conflict of interest agreement and abide by its terms. I understand that acceptance of an offer of employment does not create a contractual obligation or permanent employment upon the City of Palmer. Employment may be terminated at any time at the option of the employee or City of Palmer.

This application was submitted by KIM DAVID ZIMMERMAN on 2/28/24 6: 25 AM

Signature_____

Date_____

Kim David Zimmerman
Lieutenant Colonel (retired), USA



20 February 2024

Reference: Palmer, AK (City Manager Position)

To Whom It May Concern:

I truly believe I am fully qualified for this position and will do a superb and professional job for the leaders and residents of the City. My management and leadership skills have been continually developed and honed for the past 3+ decades as an active-duty logistics officer in the United States Army, in the private sector as the City Manager of Ridgway, Pennsylvania, the Operations Director position for a privatized housing firm in the remote area of Eielson Air Force Base, Alaska, and most recently as the City Manager for the Borough of Lewistown in Pennsylvania. Countless times I have been involved in the leadership, management, stewardship, fiscal supervision, and planning of real property accountability, construction, maintenance, zoning, destruction, and its use around the world and in local communities.

In Baghdad, Iraq (2007-2008) I was the Mayor (Garrison Commander) of Forward Operating Base FALCON, a 455-acre combat base which was home for 12,000 Soldiers / Sailors / Airmen / Marines. I was directly in charge and responsible for the smooth, effective, and continuous expansion, building, construction, and operations of this city and its infrastructure, including my direct relationship with the Kellogg, Brown, and Root Site Manager and his 500 civilian employees. With a \$70M budget, I had direct control over all housing, buildings, food service operations, security, construction contracts, demolition, and environmental tasks during heavy combat operations. This was a base supporting all military and governmental services; hence coordination had to be maintained with all forces and governmental (American and Foreign) agencies for housing operations and construction projects.

I also served as the Borough Manager for Ridgway, Pennsylvania from October 2013 until January 2016. In this capacity I served at the behest of the City Council for the smooth operations and supervision of the town's water treatment plant, wastewater treatment plant, refuse department, public works department, and the annual \$10,000,000 budget and investment portfolio. I also worked hand in hand with the local police force and fire department facilitating their contracts and fiscal requirements. Maintenance operations was paramount to the successful management of the town as the streets had to remain open 24 hours per day for all reasons, therefore, closures, maintenance, weather, community events, etc. had to be considered well in advance. I

also worked directly with the US Army Corps of Engineers (USACE) in the flood control / mitigation operations of the local dam; and in 2014 we experienced a 100-year flood which destroyed a large economic sector of the community, to include residential areas. As such, I worked directly with politicians and leaders at all levels in rebuilding the community and assisting the affected residents.

I recently served as the Operations Director for the privatized family housing on Eielson Air Force Base, near Fairbanks, Alaska. This consisted of managing the largest Air Force Base portfolio in the company, including the \$20,000,000 annual budget, the maintenance and upkeep of 910 single family homes, attending to the needs and home welfare of 3,000 residents (military members and their families), and the training, safety, and welfare of 30 full and part time employees throughout the year. I also developed the best partnership and relationship to date with United States Air Force on Eielson AFB at all levels of Command. This was verified in my quarterly evaluations in which we received the highest scores to date from the USAF.

Currently I am the Borough Manager for a city of approximately 8,500 in Mifflin County, PA and have served in this position since 01 March 2021. Since assuming the position, we have developed the Council into a team, coordinated and conducted the first annual Town Hall meeting, saved over \$300,000 in expenses, re-built the fire department financially and with required equipment and gear, conducted the first annual employee appreciation day, completed numerous union contract negotiations, updated numerous Borough Codes, etc.

Having read the job summary for this position, I have direct experience and understanding in most, if not all, of the required duties, responsibilities, and skills required for the duty position:

- Accountability in people, finance, equipment, time
- Customer focus has been my forte for my entire career
- Dedication to the job, people, and mission
- Integrity is above reproach
- Responsiveness to bosses, peers, and teammates always
- Transparency and honesty in all things
- Teamwork gets the mission completed in the most difficult and easy tasks; always approachable
- Always and easily approachable
- Experience in extreme weather conditions
- Experience with residents transiting in and out of the area
- Experience with local education facilities

My undergraduate degree is in Biology; however, my graduate degree is in Geography and Regional Planning. Coupled with my vast amount of experience with managing and directing large budgets, supervising personnel and their contracts, directing detailed and complex maintenance operations, overseeing infrastructure management, and working with other Federal and State agencies, I know I am ready

and distinctly qualified to successfully serve the City's leaders, the staff, and the residents for many years to come...My wife and I are familiar with Alaska and have been there many times over the years. We love the state and area.

Please contact me if you have any questions. I greatly look forward to hearing from you.

Sincerely,

Kim David Zimmerman
Lieutenant Colonel (retired), USA

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

References:

Ben Rager, Lewistown DPW: [REDACTED]

Steve Boothe, Vice President Maintenance (AK): [REDACTED]

David Martinson, GS-14: [REDACTED]

Bobby Hammond, Lewistown Council: [REDACTED]

Venus Shade, Lewistown Council: [REDACTED]

KIM D. ZIMMERMAN

Lieutenant [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Professional Experience:

Borough Manager

March 2021 to Present

Borough of Lewistown
2 East 3rd Street
Lewistown, PA 17044

Serves as the chief administrator of a town of 8,500 citizens consisting of 4,000 homes, a full-time staff of 50, and part time staff of 40 throughout the year. Directly responsible for the wastewater treatment plant, refuse and recycling department, public works department, and the annual \$11M dollar budget and investment portfolio. Provides the direct link between the citizens and the Council through the coordination of all committee and council meetings. Works directly with Federal, State, and County agencies on a daily basis.

Operations Director

MAR 2018 to SEP 2020

Privatized Military Housing (Corvias Air Force Living)
663 Kodiak Street
Eielson Air Force Base, Alaska 99702

Responsible for leading all installation-level property management employees and the day-to-day operation of a multi-family home management portfolio; for identifying and elevating new business responsibilities and marshaling resources within the organization to remove obstacles and deliver positive results. Directly responsible for developing and maintaining a solid, positive partnership with the United States Air Force and Base Leadership in all levels of command, as well as with the 3,000 military and government family members in the 910 homes on base and portfolio. Accountable for the fostering of an environment of team-work, efficiency, and superior customer service for the 30 full and part time employees. Directly managed and responsible for the annual \$20,000,000 budget, the largest base and budget in the portfolio of six United States Air Force Bases in the company. Achieved and maintained the highest performance statistics in the portfolio of six military bases.

Gunsmithing Student, TSJC

JAN 2016 to DEC 2017

600 Prospect Ave

Trinidad, Colorado 80182

Full time gunsmithing student seeking an Associate s Degree in the fine art of gun-making, repair, restoration, stocking, checkering, coating, and bluing of all manner of firearms. Completed in December 2017.

Borough Manager

OCT 2013 to JAN 2016

108 Main Street
Ridgway, PA 15853

Served as the chief administrator of a town of 4,100 citizens consisting of 1,700 homes, a full time staff of 26, and part time staff of 50 though-out the year. Directly responsible for town s water treatment plant, wastewater treatment plant, refuse department, public works department, and the annual \$10M dollar budget and investment portfolio. Provided the direct link between the citizens and the Council through the coordination of all committee and council meetings. Worked directly with Federal, State, and County agencies on a daily basis.

Director of Government Contracts and Sales

AUG 2012 to SEP 2013

Patriot Outfitters, LLC
Saint Marys, Kansas 66536

Directly responsible for building, training, and developing the company s government contracting section and for pursuing major Federal and State Government contracts valued from \$750,000 to \$5,700,000,000. Provided direct input and professional advice to company executives on Special Operations and Military Equipment and all Armed Forces matters.

United States Army Logistics Officer

FEB 1989 to SEP 2012

Served at all levels of leadership positions of the Army Officer Logistics Corps, from Platoon Leader to Deputy Brigade Commander throughout my 24-year career. Specialized in logistics and sustainment operations, to include government contracts, fiscal management, maintenance operations, personnel management, engineer operations, base / garrison management, combat operations, and training.

- Served as a Logistics Sustainment Chief for Army s Mission Command Training Program providing professional training to Army Corps and Division Headquarters Commands deploying into combat operations
- Served as the Deputy Commander of 3,000 combat Soldiers for two years in Alaska
- Managed the operations, maintenance, and property accountability for 49,972 pieces of property valued in excess of \$141,000,000
- Rated #1 of his 4 Deputy Brigade Commanders by the Commanding General
- Rated as #6 of his 42 Lieutenant Colonels in his Command
- Served as the Chief Logistics Officer / Mayor / Garrison Commander of a 455 acre Forward Operation Base in Baghdad, Iraq for 15 months, supporting 12,000 military of

all branches; directly responsible for the expenditure and accountability of \$220,000 cash and \$70,000,000 worth of contracts

- Selected over 23 Majors to serve as the Deputy Commander of a Brigade Support Battalion responsible for all logistics and sustainment operations for an Infantry Brigade of 5,000 combat Soldiers
- Maintained 100% accountability for all assigned equipment valued in excess of \$42M
- Rated #1 of 23 Majors in the Brigade by the Brigade Commander
- Managed a \$34,000,000 budget to within .1% of use; closest of all units on Fort Riley
- Served as Chief Logistics / Sustainment officer supporting the 2nd Infantry Division in Korea within range of hostile forces near the Demilitarized Zone

Military Education

- Quartermaster Officer Basic Course
- Airborne
- Aerial Delivery / Parachute Rigger School
- Captains Career Course
- Command Armed Services Staff School (CAS3)
- Command and General Staff College (CGSC)

Civilian Education

- Bachelor of Science Degree (Biology), Clarion University of Pennsylvania 1988
- Masters of Science Degree (Geography and Regional Planning), California University of Pennsylvania 2000
- Associates Degree (Gunsmithing), Trinidad State Junior College 2018 (.5 credit short)

References: Available on Request

Kim D. Zimmerman
Page 1
Question 1

1. Please tell us why you are interested in this position and why it is a good time in your career to come to the City of Palmer.

We are interested in this position because it is a dream job to be a City Manager in Alaska, specifically Palmer. Having spent years living in and enjoying Alaska we are grateful for this opportunity to possibly return. Being the City Manager would be a wonderful and challenging experience that one can only dream about compared to other municipalities in the State of Alaska, and anywhere else for that matter. We previously lived in Eagle River for three years and in North Pole for about two and a half years and are familiar with Palmer and the surrounding area. The small-town atmosphere, friendly people, surrounding municipalities, and surrounding nature provide all one could want without living in a big city or in a more remote setting. If Palmer or the area doesn't have it, you most likely don't need it. I could wax on about the challenges and experiences of living in that area, but those reading this are already well versed in this subject. Why is it a good time in my career to "come to the City of Palmer?" Because the position is open 😊 and my wife and I are dying to move back to Alaska; and I want to be the City Manager of Palmer. I have known this position was opening for some time and I had to wait until it was officially open. We actually had Alaska Airline tickets to fly up for the 2024 Iditarod but had to cancel because of work obligations, much to our dismay. We even love the area in winter!

2. Please describe your professional experience working with elected officials and boards. Describe the responsibility you believe the City Manager has to the Mayor and City Council and to the citizens of the community. Describe how you see your role and interactions with the 1) Mayor; 2) City Council; and 3) City Clerk.

a. I have about a decade of working with elected officials and boards. These include numerous council members, mayors, county (borough) commissioners, state legislators, and federal elected officials. I treat them all the same with respect, honesty, loyalty, and fairness. I have dealt with them on numerous issues, including natural disasters and large projects. If you treat them the way you wish to be treated, most often it is reciprocated.

b. The City Manager (CM), in my opinion, must be open, honest, discreet, and respectful with the elected officials and the citizens. The CM must consider their busy schedules and should keep them apprised of situations, especially those that directly or indirectly affect them or their staff. I always say, "what do I know and who else needs to know it?" I don't work in a vacuum with my leadership, and I certainly don't feel that "knowledge is power" but that it should be shared. The real power comes with keeping them informed and working as a team. And this means with the citizens, especially. Because if you don't keep them informed of current operations, upcoming events, or policy changes, they will eventually make up their own "facts" and then the issues really get hairy because false becomes reality and that is hard to stop or change course.

c. My role with the Mayor is to assist them as best I can with the assets at my disposal. A good consistent dialogue is key to teamwork. And at times it is necessary to play the role of just listening and being a friend. Since the CM is apolitical, I do not get tied up into the political issues, but I must maintain an even role and provide advice when asked.

d. The CM's role with Council is to be the apolitical spigot of information, research, execution, direction, guidance, and teamwork to accomplish their directives and decisions in a professional manner and through expert and proactive leadership. My job as the CM requires that I "check down and not up" when it comes to providing a constant for my staff. Working with the Council as a whole and working with each Council member directly and indirectly is required to be successful as a team. And that is an art unto itself.

e. I work with the City Clerk as I do with everyone else. They are an integral part of the team and should be respected as such. The City Clerk's mission is very important and tied directly to Council, the Mayor, and the CM. Teamwork with the City Clerk.

3. Please explain your process for communicating critical and non-critical information to the Mayor and Council. How do you decide when or what is necessary to bring to the Mayor and Council's attention? How do you see your role as communicator to the Mayor and Council, staff, other governmental agencies, local businesses, and citizens?

a. Communication is accomplished by whatever means is required, expeditious, or available at the time it needs to be communicated. I send daily and / or weekly updates to them, including the Solicitor, Police Chief, Fire Chief, and staff. This can even be done through text for simple matters. I have a council member in poor health, and I visit him at home once per week to keep him up to date on matters and decisions. I also meet them for breakfast if they wish, following a large meeting to compare notes and get any final guidance (groups of 3 or less).

b. How do I decide? Well, if I was in their shoes, what would I want to know? See earlier comment in another question. It's not rocket science. It doesn't even mean they have to respond, just so long as they get the required information. They are important people and should not be kept in the dark on issues. I hate being "blindsided" and I am sure they do, as well, so I consider that in making decisions.

c. You want to fail as a CM?? Simple. Don't communicate. Communication must be done with other internal and external entities on a constant basis. Whether it is in person or another method, it must be done. Sometimes it is just a matter of participating in a conference, a meeting, a group, or an event where just being seen and talked to can be the key to success. Also, always respond to inquiries in one way or another. Nothing irks citizens more than being "blown off", or when they get that feeling it is happening.

4. The citizens and city council members are very diverse. Describe how you would handle a situation where two people wanted to take you in opposite positions on the same project.

a. The CM should always listen and pay attention and gather all the pertinent information and facts. The CM must be the conduit to receive, analyze, think through, and present evidence to those involved in that scenario. Opinions and ideas can be skewed and argued for and against in those situations if facts are not presented and in the forefront. Arguing against facts is much more difficult than arguing based on opinions. Once all the truths are discussed and presented, most of the time an educated decision can be made. But sadly, in some cases it can't be that definitive because someone simply has an agenda, in which case, you may never change that person's opinion. Either way, each person should be given an equal chance to share their point of view and make their decision based on facts.

5. Organization and planning is often a challenge when working in the community and juggling multiple tasks. How will you work to achieve the goals of this position while still completing paperwork, communicating effectively, and meeting the needs of Council, City Clerk, staff, and citizens?

Priorities are identified by current events, city leaders, and citizens to provide direction(s) for the CM. However, that does not mean I need to be micromanaged, but this information does help with prioritizing the work of the team and staff. A lot must be done in the background and priorities are the driving force in accomplishing those objectives. Ensuring periodic leadership meetings are conducted, calendars are maintained, and information flow is continued should minimize conflict in the forward progress of the team. But sometimes priorities jump to the forefront, which may be unexpected or unwanted, however, if you have continuous information flow with the team, it makes it easier to adjust for these sudden surprises. Again, teamwork, information flow, coordination, delegation, and prior planning will make things less challenging in the surprise category.

6. Please describe any experience you have had facilitating economic development in a community. Please describe your involvement in a specific economic development project, from inception to completion including: 1) your role in the project; 2) any problems/issues you encountered; and 3) the results of the project.

Economic development is not done / accomplished by the CM alone, it is a joint effort with local politicians, committees, civic leaders, philanthropists, and citizens. The largest and best source of economic development in which I was involved was the development of using our wastewater treatment plant (WWTP) to treat brine water from fracking operations in the surrounding counties (boroughs). The natural gas and underground mineral businesses needed a place to displace their water used in their operations and we were able to work with the PA DEP for the testing and permitting to gain approval in using the towns assets to facilitate this, and it took over a year to get this accomplished. Meetings were held with numerous state agencies and local politicians to prove the water could be treated at the WWTP with no harm to the environment. It has turned into a very lucrative source of income for the town since it was approved. I tried to do the same in the town in which I am currently the CM but the distance from the fracking sights make it unfeasible financially. I do know it generates roughly \$1M+ per year in additional income for the town. We also attacked the issue of developing some borough owned land for a camping venture, but at the time the current council was not in full support. But now it is a successful business for the town. Timing and leadership play a very important role in the economic development of communities.

7. Explain your experience in developing, implementing, and monitoring a budget for a municipality.

Developing a budget is based on teamwork, facts, and educated assumptions. I usually keep the current budget as a working / living document and make changes and updates throughout the year. Department heads play key roles in the development, implementing, and monitoring processes. Coordinated meetings (I call them Leadership Meetings) allow cross talk and updates with key leaders, the finance staff, and personnel involved in the budget process. Money can be a fluid “event” and at times flexibility is the key to keeping an accurate and viable document and bank account. To recap, I keep the current budget as a living document for constant reference and tracking; the department heads have a key role to play in the entire process; coordinated meetings allow for cross talk of ideas and current funding status; monthly Leadership Meetings allow for updates and ideas; bi-weekly or monthly updates to the Council keep them apprised of the situation; and Finance Committee meetings allow the council members to discuss ideas and changes and then make recommendations to the Council. But the one person you cannot leave out of the process is the Treasurer...don't ever do that.



Borough of Lewistown

PENNSYLVANIA

08 November 2023

MEMORANDUM FOR PENNSYLVANIA Department of Environmental Protection (DEP), Attention: Clean Water Program, Southcentral Regional Office, 909 Elmerton Avenue, Harrisburg, PA 17110-8200

SUBJECT: Corrective Action Plan Directive

1. References:

a. Memorandum from DEP, subject: Annual Wasteload Management (Chapter 94) Report, Lewistown STP, NPDES Permit Number PA0026280, dated 06 June 2016.

b. Memorandum from DEP, subject: Compliance Meeting Requested, Lewistown Sewer Treatment Plant (STP), NPDES Permit Number PA0026280, dated 31 August 2023.

c. Memorandum from DEP, subject: Meeting Follow Up, Corrective Action Plan- Lewistown Sewer Treatment Plant (STP), NPDES Permit Number PA0026280, dated 05 October 2023.

d. Meeting with DEP on 05 October 2023 at 1000 hours.

e. Email with DEP, subject: RE: Lewistown Borough Meeting Follow Up & CAP Request Letter - PLEASE ACKNOWLEDGE RECEIPT, Extension request from 04 November to 10 November 2023, dated 18 October 2023.

f. Email with DEP, subject: RE: Lewistown Borough Meeting Follow Up & CAP Request Letter - PLEASE ACKNOWLEDGE RECEIPT, Extension request from 04 November to 10 November 2023, approved, dated 18 October 2023.

g. Document, 1982 Intermunicipal Agreement for the Lewistown Wastewater Treatment Plant between the Borough of Lewistown, Derry Township Wastewater Collection System, and the Granville Wastewater Collection System, dated 18 October 1982.

h. Email with DEP, subject: RE: 10 November Due Date for CAP, request for extension of due date until 13 November, approved, dated 06 November 2023.

2. Background:



Borough of Lewistown

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a. The Borough of Lewistown has been attacking the requirements listed in the references above, specifically those directives listed in 1a. However, the Borough has not corrected or completely mitigated all the Infiltration and Inflow (I&I) issues present in the sewer lines dating back to 1795 when the town was founded. The Borough of Lewistown operates a Wastewater Collection system and Regional Treatment Plant. The Collection System includes approximately 23 miles of sanitary sewer lines, ranging in sizes from 6 to 36 inches in diameter, 40 miles of 4-inch diameter service lateral connections, and 640 manholes. This accounts for a projected CY2024 budget of \$2.9M.

The Borough's previous Wastewater Treatment Plant (WWTP) engineering firm has been playing a leading role in this Corrective Action Plan (CAP), but to date, the concerns have not been eradicated. The Council is aware of this and on 13 September 2023 voted to end their decades long relationship with this firm and appointed a new engineering firm, The EADS Group: Engineering, Architectural, and Design Services to pick up the mission of assisting in the operations of our WWTP with an effective date of 01 January 2024. They currently have a retainer as the Borough's engineering firm.

b. Budget Allocations. In CY2022 the Council set aside \$250,000 in CY2023 to slip-line 5th Street to mitigate the I&I in that area for two reasons: because of the related SSOs and moratorium, and because a housing development was being planned in the neighborhood and the I&I and moratorium needs addressed before that could be approved (or be feasible). However, with the \$6M PennDOT project on Valley Street in 2023 and 2024, this money was transferred to cover unexpected costs in CY2023 for those sanitary and stormwater lines issues identified during the project.

c. Mapping. We are mapping / videoing the entire sanitary and sewer systems within the Borough. Much of this has been done but much needs to be completed. The Borough of Lewistown purchased a new camera system for \$178,000 dollars in CY2022 to replace the 2015 camera system to help with these operations. The time for completion is CY2026.

d. American Rescue Plan Act (ARPA). Recently, the County of Mifflin received \$9M in ARPA funding to assist the County. The Borough of Lewistown, the County seat, requested specific funding (\$1,327,000) to support these I&I operations and the projected housing development affected by the moratorium and was denied a grant. Of the \$9M and the amount we requested of \$1,327,000, the Commissioners offered us a \$200,000 loan from their ARPA funds, which the Council refused as the intent of ARPA funding is for grants and not a loan.



Borough of Lewistown

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[REDACTED]

e. In 2021 the Council purchased a Model 2100i Vactor Truck to specifically address the I&I issues. The truck was purchased for \$435,444.69 and is used by us on an almost daily basis. It replaced a much older unit from the 20th century.

3. The following has been completed IAW the Chapter 94 CAP of 2016.

a. Approximately \$840,000 has been spent on the wastewater collection system / I&I repairs and preventative maintenance, to include new equipment.

b. Approximately 12 miles (61,100 feet, 18.5%) of main line and laterals have been videoed and checked with a camera.

c. Approximately \$250,000 has been paid to the WWTP s engineering firm for CAP related fees since 2016.

d. Over two miles of sanitation lines have been slip-line repaired.

4. The following must be completed IAW the Chapter 94 CAP of 2016.

a. Approximately 51 miles (81.5%) of the main lines and laterals must be videoed and checked with a camera

b. Approximately 5,346 feet of sanitary lines are expected to be slip-lined in 2024.

c. The mapping of all sanitary and stormwater lines GIS / GPS.

d. The specific SSO locations must be fully mitigated: 330, 257, 256-2, 277, 256, 375, 405.

e. The two areas of the Borough with DEP EDU moratoriums must be addressed and removed.

5. Moving Forward.

a. The following are objectives of the CAP as we move forward.

(1) Complete paragraph 4 requirements.

(2) Legal Analysis. We have consulted a legal firm for the environmental legal analysis of the 1982 Agreement as listed in 1g. above. The Council must approve



Borough of Lewistown

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[REDACTED]

(8) Repair / replace significant structural defects. 4/1/2027 to 12/31/2030.

(9) Monitor existing flow meters, including coordination with Derry and Granville Township. Ongoing.

(10) Municipalities submit Annual Progress Report. Ongoing.

6. Estimated costs. TBD.

7. Priorities of emphasis, with some ICW other priorities:

1. Eliminate the SSOs.
2. Eliminate moratorium areas.
3. GIS / Mapping of the sanitary system.
4. GIS / Mapping of the stormwater system.
5. Repair / eliminate all I&I issues within the two systems.

8. POC is undersigned at [REDACTED].

KIM D. ZIMMERMAN
Borough Manager



Borough of Lewistown

PENNSYLVANIA

[REDACTED]
[REDACTED]
this at the scheduled 08 November meeting because of the financial obligation to the Borough and because it involves surrounding municipalities. The cost is \$150 / hour.

(3) EDU Moratorium. The Borough of Lewistown may have to add a moratorium for the addition of Equivalent Dwelling Units (EDUs) to the current sanitary lines. This is also directed at the lines flowing into the Borough from surrounding municipalities because of the existence of I&I and the plans for additional housing areas being discussed in Derry Township.

(4) Eliminate SSOs. We will continue to work on the identified areas of emphasis based on the Manhole (MH) Sanitary Sewer Overflows (SSOs) identified in the references above. These MHs are priorities of emphasis.

(5) Incoming I&I. The Borough of Lewistown owns 16 flowmeters to monitor the sanitary lines, specially being used for the identified areas listed in references above. We believe the sanitary lines coming into the Borough from another municipality provide much of the I I into the Borough s sanitary lines However, obtaining this data is not possible as their lines are monitored with flowmeters too small for the size flow of their pipes. Hence, the legal review we have requested.

b. Projected Corrective Action Plan (CAP) and Consent Order (CO) Tasks and Descriptions / Timelines:

(1) Negotiate / Execute Consent Order and Agreement. Ongoing to 3/31/2024

(2) Identity and verify linear feet of sanitary sewer within the collective system (cleaning and CCTV inspection). Ongoing to 10/31/2026.

(3) Smoke / dye test sanitary sewer system for illegal stormwater connections. Ongoing to 10/31/2026.

(4) Remove illegal connections identified in 5.b.(3). Ongoing to 12/31/2026.

(5) Complete GIS mapping of sanitary and stormwater systems. 1/1/2024 to 3/31/2026.

(6) Establish sub-basin management program. 10/1/2025 to 6/30/2026.

(7) Review inspection and flow monitoring data to identify problem areas for remediation. Ongoing to 3/31/2027.



BOROUGH OF LEWISTOWN

2023

ANNUAL TOWN HALL MEETING

[23 February 2023](#)



GROUND RULES

- Silence phones
- Questions anytime
- Listen while others speak
- Bathrooms
- Water
- Individual complaints

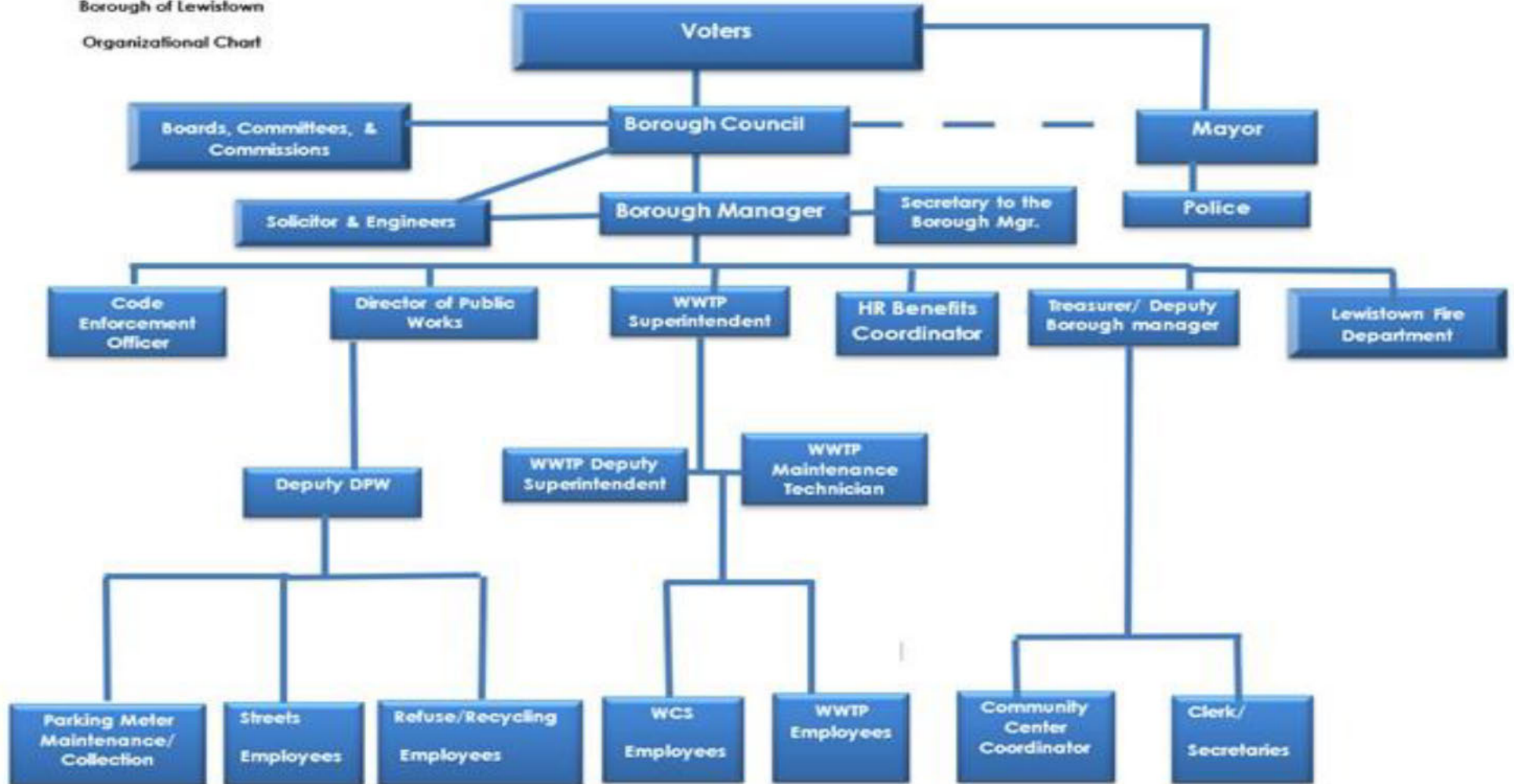


AGENDA

- Council / Mayor / Committees
- Police Department
- Directorate of Public Works
- Wastewater Treatment Plant
- Codes Enforcement
- Fire Department
- FAME EMS
- County / MCMA
- Downtown Lewistown Growth
- Borough Website
- Questions



Borough of Lewistown
Organizational Chart





Council / Mayor / Committees

- 4 seats opening in 2024
- 3 seats remain in place
 - ✓ Bobby Hammond 😊
 - ✓ Bill Wilson 😊
 - ✓ Jim Steele 😊
- Mayor still in office 😊



Council / Mayor / Committees

- Committees
 - ✓ Finance
 - ✓ Streets
 - ✓ Law and Ordinance
 - ✓ Personnel
 - ✓ Fire
 - ✓ Recreation Board
 - ✓ Parking Authority
 - ✓ Planning Commission

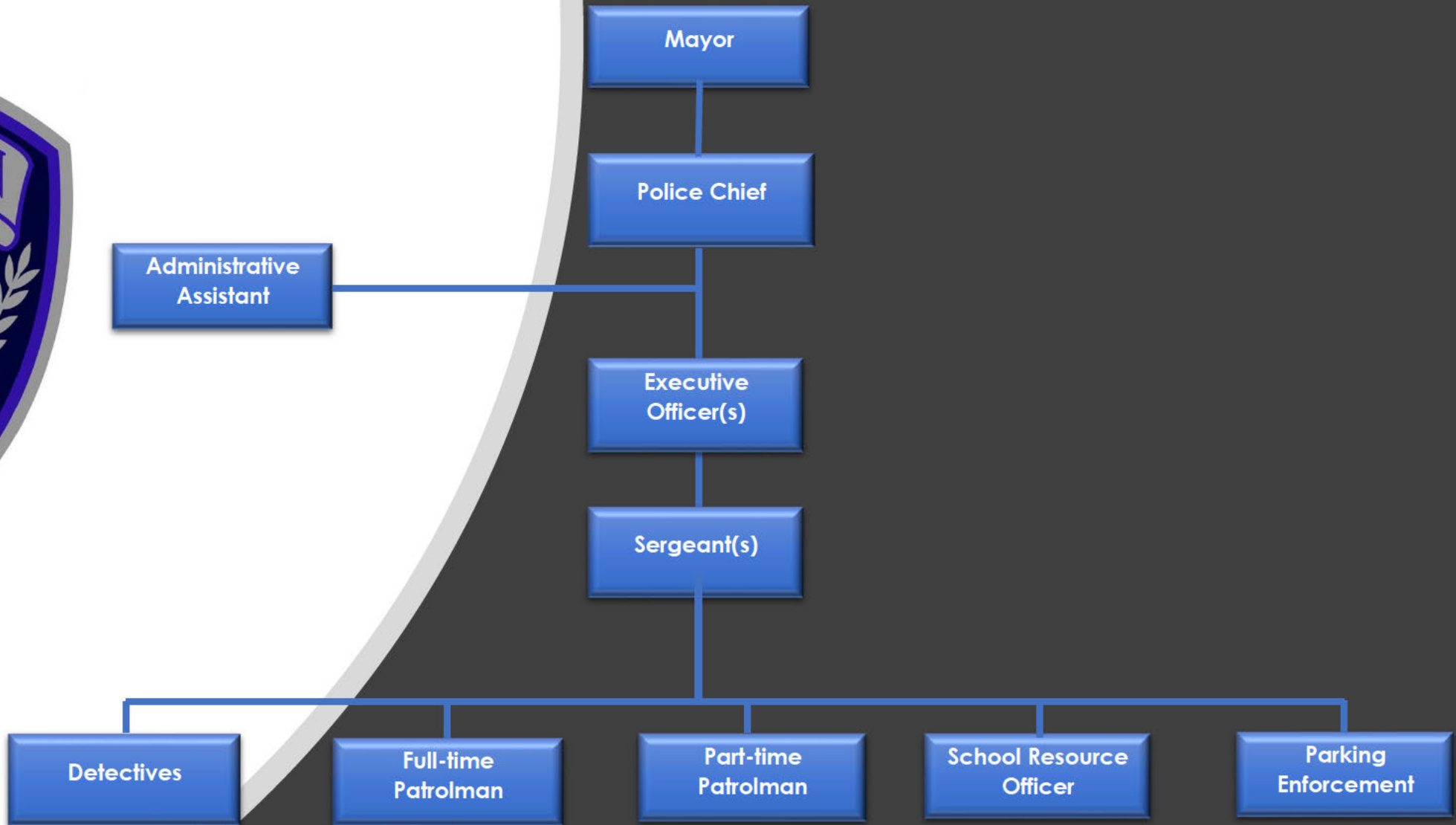


LEWISTOWN BOROUGH COUNCIL COMMITTEES- 2023	
FINANCE: 4TH THURSDAY 5:00 PM	STREETS: 2ND THURSDAY 5:00 PM
Robert Hammond, Chair	Aaron Wilson, Chair
Jim Steele	Venus Shade
Nelson Rieffannacht	Bill Wilson
PERSONNEL: (DIRECTLY AFTER FINANCE IF NEEDED)	LAW AND ORDINANCE: 3RD THURSDAY 5:00 PM
Robert Hammond, Chair	Venus Shade, Chair
Jim Steele	Aaron Wilson
Aaron Wilson	Larry Searer
REPRESENTATIVES TO BOROUGH BOARDS, JOINT COMMITTEES, AND INTERGOVERNMENTAL BOARDS:	
ADA COUNCIL	MIFFLIN COUNTY COG
APPOINTEE	Mayor Bargo
FIRE AD HOC COMMITTEE 1ST MONDAY OF EVERY MONTH 6:00 PM	RECREATION BOARD: 1ST TUESDAY 6:00 PM
Aaron Wilson, Chair	Aaron Wilson
Venus Shade	Venus Shade
Jim Steele	
FAME EMS BOARD	MC BROWNFIELD COMMITTEE
Mayor Bargo	Mayor Bargo
DOWNTOWN LEWISTOWN, INC	DR. PARCEL'S POOR FUND
Mayor Bargo	Mayor Bargo
EG CHANNEL (PER QTR) 3RD THURSDAY 4:00 PM	PLANNING COMMISSION: 1ST WEDNESDAY 4:00 PM
Venus Shade	William Clokey
Larry Searer	Vicki Sweitzer
Aaron Wilson	William Parson
	Bryan Van Scyoc
	Michael Halloran
CIVIL SERVICE COMMISSION: MEETINGS ARE AS NEEDED AND ADVERTISED	
Mark Remy, Solicitor	
Jim Steele	
Scott Gutshall	
Lisa Knudson	
Michael Spahr	



Police Department

- 2022 Annual Report
- Projects / Grants
- Police Station Options
- Personnel
 - ✓ Testing
 - ✓ Incentive Program
- Organization Chart
- Ring Neighbors App





2022 Police Department Statistics

- Calls For Service: 6,554 **15%** over 2021
- 111 Criminal Arrests
 - ✓ 2 Homicide Arrests
 - ✓ 31 Drug Related Arrests
 - ✓ 37 DUI Arrests
 - ✓ 23 Assault Related Arrests
 - ✓ 18 Theft/Burglary Arrests
- 422 Traffic Citations Issued
- 187 Non-traffic Citations Issued
- 4,744 Parking Tickets Issued (\$43,305 Revenue)
- 198 Traffic Crashes Investigated



2022 Police Projects / Grants

- **Will receive \$306,882 in funding for new technology equipment**
- **New per capita rugged laptops and related in-car equipment**
- **License plate readers**
- **New updated Records Management System**
- **Funding to continue the Mental Health Co-Responder Program**
- **Assist with the new Therapy Dog program**



2022 Police Projects / Grants

Marijuana Enforcement Act Grant:

- **Receiving \$46,221 in funding for DUI Enforcement Training**
- Annual Update training for current Drug Recognition Expert (DRE) (2023-2024)
- **Advanced Roadside Impaired Driving Enforcement (ARIDE) training for nine officers**
- **Training of a new department DRE**
- **Will cover all training, travel, and overtime expenses**

2022 Police Projects / Grants

Other:

- Hired two additional full-time officers
- Received over 400 mental health referrals
- Officers completed almost 800 additional training hours
- Conducted National Night Out
- Trunk or Treat
- Fill-a-Cruiser event
- And more...





2022 Police Department Staff

Staffing:

- ✓ 10 full-time patrol officers
- ✓ 1 Detective (Criminal Investigations)
- ✓ 1 Detective Sergeant (Criminal Investigations Supervisor)
- ✓ 1 Full-time Department Narcotics Investigator
- ✓ 1 School Resource Officer
- ✓ 1 Executive Officer
- ✓ 1 Chief of Police
- ✓ 1 Administrative Assistant