



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, March 20, 2018

6:00 PM

Council Chambers

Work Session (Providence Medical Center Contract) & Regular Meeting

WORK SESSION AGENDA - 6:00 pm

Transcribed minutes are not taken for Work Sessions. Audio is available upon request.

1. [Work Session: Providence Valdez Medical Center Operating Agreement](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of January 16, 2018](#)
2. [City Council Special Meeting Minutes of February 12, 2018](#)

V. PUBLIC APPEARANCES

1. [Patricia Relay, VMHA Director Re: Disposal of F/V Perry Wheelhouse and Deck](#)
2. [Russ Blacker - Frontier Assisted Living](#)

VI. PUBLIC BUSINESS FROM THE FLOOR

VII. CONSENT AGENDA

1. [Approval to Purchase a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck and Accessoris from Alaska Sales and Service in the Amount of \\$65,366.52](#)
2. [Approval to Purchase a 2018 906M Loader and Accessories from NC Machinery in the Amount of \\$112,641.00](#)

3. [Appointment to Regional Citizens' Advisory Council Board of Directors - Dorothy M. Moore](#)
4. [Approval To Go Into Executive Session Regarding Pending Litigation Strategy](#)
5. [Proclamation: Earthquake Memorial Day](#)

VIII. NEW BUSINESS

1. [Discussion Item: Information Technology Services Department](#)
2. [Approval of Professional Services Agreement with Arcadis US, Inc. for the Hospital Oxygen Generator Project in the Amount of \\$72,143.00](#)
3. [Approval of the Professional Services Agreement with Arcadis US, Inc. for the HHES Exterior Upgrades Project in the Amount of \\$99,005.00](#)
4. [Approval of Professional Services Agreement with Arcadis US, Inc. for the Valdez City Schools ADA Project in the Amount of \\$84,233.00](#)

IX. RESOLUTIONS

1. [#18-10 - Authorizing a Land Use Permit with Pacific Pile & Marine for Tract G, Harbor Subdivision](#)
2. [#18-11 - Authorizing the City Clerk to Dispose of Certain City Records](#)

X. REPORTS

1. [Report: Official Qualified Candidates - 2018 Regular Municipal Election](#)
2. [Report Regarding the Stop Work Order for Geeks in the Woods at 5440 Kodiak Cove](#)
3. [Report: Kimley-Horn Re-visioning Project](#)
4. [Report: Status of City/School Health Plan Annual Renewal](#)
5. [Report: Prince William Sound Aquaculture Spring Board Meeting](#)

XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report
2. City Clerk Report
3. City Attorney Report

4. City Mayor Report

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. APPENDIX

1. [FY18 DCCED Shared Fisheries Business Tax Allocation](#)
2. [Letter Re: Preliminary Assessment Roll for Oil and Gas Property Assessed Value](#)



Agenda Statement

File #: 18-0117 **Version:** 1
Type: Work Session Item **Status:** Agenda Ready
File created: 3/16/2018 **In control:** City Council
On agenda: 3/20/2018 **Final action:**
Title: Work Session: Providence Valdez Medical Center Operating Agreement
Sponsors:
Indexes:
Code sections:
Attachments: [Providence Management Operating Agreement](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Work Session: Providence Valdez Medical Center Operating Agreement

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

None.

SUMMARY STATEMENT:

The City Council requested a work session for the purpose of discussing the current Providence Valdez Medical Center operating agreement. The agreement and amendments are attached.



Agenda Statement

File #: 18-0118 **Version:** 1

Type: Minutes **Status:** Agenda Ready

File created: 3/15/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: City Council Regular Meeting Minutes of January 16, 2018

Sponsors:

Indexes:

Code sections:

Attachments: [DRAFT City Council Regular Meeting Minutes 011618](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

City Council Regular Meeting Minutes of January 16, 2018

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council regular meeting minutes of January 16, 2018 are attached for Council review



Agenda Statement

File #: 18-0119 **Version:** 1

Type: Minutes **Status:** Agenda Ready

File created: 3/15/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: City Council Special Meeting Minutes of February 12, 2018

Sponsors:

Indexes:

Code sections:

Attachments: [DRAFT City Council Special Meeting Minutes 021218](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

City Council Special Meeting Minutes of February 12, 2018

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council special meeting minutes of February 12, 2018 are attached for Council review.



Agenda Statement

File #: 18-0120 **Version:** 1

Type: Public Appearances **Status:** Agenda Ready

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Patricia Relay, VMHA Director Re: Disposal of F/V Perry Wheelhouse and Deck

Sponsors:

Indexes:

Code sections:

Attachments: [Museum Letter](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Patricia Relay, VMHA Director Re: Disposal of F/V Perry Wheelhouse and Deck

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

No recommendation from staff.

SUMMARY STATEMENT:

Please see the attached memo from Patricia Relay regarding disposal of the F/V Perry wheelhouse and deck.



Agenda Statement

File #: 18-0121 **Version:** 1

Type: Public Appearances **Status:** Agenda Ready

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Russ Blacker - Frontier Assisted Living

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Mr. Russ Blacker - Frontier Assisted Living

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

No recommendation from staff.

SUMMARY STATEMENT:

Mr. Blacker contacted the City Manager and requested the opportunity to speak with the city council regarding a proposal by Frontier Assisted Living. Mr. Blacker will provide a verbal presentation and had no written materials for distribution prior to the meeting.



Agenda Statement

File #: 18-0122 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Approval to Purchase a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck and Accessoris from Alaska Sales and Service in the Amount of \$65,366.52

Sponsors:

Indexes:

Code sections:

Attachments: [2018 Chevrolet Crew Cab Truck Quote.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval to purchase a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck from Alaska Sales and Service including accessories from various suppliers and travel expenses in the amount of \$65,366.52

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: \$65,366.52
Unencumbered Balance: \$69,800.00
Funding Source: 350-0400-58000

RECOMMENDATION:

Approve the purchase of a 2018 Chevrolet Silverado 2500HD Crew Cab 4x4 Truck from Alaska Sales and Service including accessories from various suppliers and travel expenses in the amount of \$65,366.52.

SUMMARY STATEMENT:

This 2018 truck will be purchased using the current State of Alaska Procurement Contract. This is a 2018 budgeted item being replaced in accordance with the City's 10 year Major Equipment replacement schedule. The base price for this vehicle is \$34,211.00. The accessories needed to equip this vehicle as a patrol unit are: Alaska safety \$13,770.00, a new video recording system from PCS Mobile \$7612.39, new Motorola radio from Motorola Solutions \$4484.55, winter tires and wheels

from GCR \$1856.08, side boxes from Grainger for \$1150.00, the decals from the Printer for \$1032.50 and travel expenses for inspection and delivery. CAT Transportation will be used for the freight.

This vehicle will be replacing a 2012 Patrol Vehicle with 120,000 miles. Once the new vehicle is received the 2012 Patrol Vehicle will be evaluated against other vehicles within the city fleet and then it will either be used to replace a hand-me-down vehicle or sold as surplus.



Agenda Statement

File #: 18-0123 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Approval to Purchase a 2018 906M Loader and Accessories from NC Machinery in the Amount of \$112,641.00

Sponsors:

Indexes:

Code sections:

Attachments: [2018 906M Loader Quote.pdf](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval to Purchase a 2018 906M Loader from NC Machinery Including a Radio from Arcticom in the Amount of \$112,641.00

SUBMITTED BY: Rob Comstock, Public Works Director

FISCAL NOTES:

Expenditure Required: \$112,641.00
Unencumbered Balance: \$ 120,000.00
Funding Source: 350-0400-58000

RECOMMENDATION:

Approve the purchase of a 2018 906M Loader from NC Machinery including a radio from Arcticom in the amount of \$112,641.00.

SUMMARY STATEMENT:

During the Major Equipment Budget process in August of 2017, it was determined that the Airport and Port needed a bigger piece of equipment for their snow removal and year round maintenance projects; they currently use a S100 Bobcat skid steer. After working through the process, a 906M CAT Wheel Loader was determined to be the right size machine for the Port's needs, and will be purchased with a GP bucket and sweeper attachment. The City has owned a number of CAT 906 Loaders over the last 18 years and they have proven to be both versatile and reliable machines.

This 2018 906M Loader will be purchased using the NJPA Government Purchasing program, and is

a 2018 budgeted item that can be found in the current Major Equipment budget. The new loader will be assigned a 10 year life expectancy.

The 906M will be purchased from NC Machinery in the amount of \$111,941.00 and the radio will be purchased from Arcticom for \$700.00. These prices include freight to Valdez.

The Port's S100 Bobcat skid steer will be transferred to the Harbor once the new CAT 906M is delivered. Because of the S100's small size it is able to be used for snow removal and other maintenance needs out on the Harbor's docks, making it a key piece of equipment for the Harbor maintenance staff. The Port's Bobcat S100 is in good mechanical shape and will give the Harbor many years of service.



Agenda Statement

File #: 18-0124 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Appointment to Regional Citizens' Advisory Council Board of Directors - Dorothy M. Moore

Sponsors:

Indexes:

Code sections:

Attachments: [Reappointment to RCAC](#)
[Dorothy Moore Resume](#)
[Letter of Notification RCAC Board Member Vacancy](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Appointment to Regional Citizens' Advisory Council Board of Directors

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Reappoint Dorothy M. Moore to the RCAC Board.

SUMMARY STATEMENT:

The City of Valdez dedicated seat on the RCAC Board currently held by Dorothy M. Moore will expire at the May 3rd annual RCAC meeting. This is a 2 year term appointed by the Valdez City Council. The City Clerk advertised this vacancy and received the attached resume and email from Dorothy M. Moore. No additional letters of interest were received.



Agenda Statement

File #: 18-0125 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Approval To Go Into Executive Session Regarding Pending Litigation Strategy

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval To Go Into Executive Session Regarding Pending Litigation Strategy

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Approve Executive Session

SUMMARY STATEMENT:

An exception to the Alaska Open Meetings law (AS 44.62.310(c)(1)) allows the City Council to meet in executive session on matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City. Discussion of strategy in regard to pending litigation matters in the open would be counter-productive to the potential negotiation process. Therefore, this agenda item qualifies for Council discussion in executive session.



Agenda Statement

File #: 18-0126 **Version:** 1

Type: Consent Item **Status:** Consent Agenda

File created: 3/16/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Proclamation: Earthquake Memorial Day

Sponsors:

Indexes:

Code sections:

Attachments: [Earthquake Memorial Day](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Proclamation: Earthquake Memorial Day

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Read and file.

SUMMARY STATEMENT:

This proclamation is in remembrance of those lives lost as a result of the March 27, 1964 earthquake.

The Pioneers of Alaska will hold a ceremony to remember those lost by a reading of names, prayer, and moment of silence on March 27th at 5:30 p.m. at the John Kelsey Municipal Dock. The public is invited to attend.



Agenda Statement

File #: 18-0127 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/16/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Discussion Item: Information Technology Services Department

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Discussion Item: Information Technology Services Department

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

No recommendation from staff.

SUMMARY STATEMENT:

Mr. John Lynch, Lynch and Associates, will provide information to council regarding ongoing information technology services his company will provide as the city moves forward in their search for an IT Department Director.

He will also discuss the proposed plan and cost estimate to update equipment and services to bring the city's information technology department in line with current standards.



Agenda Statement

File #: 18-0128 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/9/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Approval of Professional Services Agreement with Arcadis US, Inc. for the Hospital Oxygen Generator Project in the Amount of \$72,143.00

Sponsors:

Indexes:

Code sections:

Attachments: [Hospital Oxygen Generator Project Construction Management Contract](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Professional Services Agreement with Arcadis US, Inc. for the Hospital Oxygen Generator Project in the Amount of \$72,143.00

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$72,143.00

Unencumbered Balance: \$778,015.00

Funding Source: 315-0310-58000.9196

RECOMMENDATION:

Approve the Agreement for Professional Services with Arcadis US, Inc. for the Hospital Oxygen Generator Project in the Amount of \$72,143.00

SUMMARY STATEMENT:

Capital Facilities solicited Construction Management (CM) services to provide support for the upcoming 2018 construction season. The intent is to alleviate the field burden on the Capital Facilities Project Managers and allow them to focus on additional projects while overseeing the efforts of the CM firm. Seven projects were initially included with the portfolio; HHES Exterior upgrades, Schools ADA Restroom Upgrades, Swimming Pool Liner Replacement, West Klutina Repave & Sidewalks, City Wide Roof Project, Kelsey Dock Interpretative Center, and the Hospital O2 Generator. A three step process was utilized to determine the most qualified firm including statement of qualifications, interviews, and a day-rate price. Arcadis was the most qualified and best fit firm based on the selection criteria and was chosen to represent the City on the HHES exterior, Schools ADA, and the Hospital O2 generator projects. Council will be presented with the three separate contracts for approval.



Agenda Statement

File #: 18-0129 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/9/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Approval of the Professional Services Agreement with Arcadis US, Inc. for the HHES Exterior Upgrades Project in the Amount of \$99,005.00

Sponsors:

Indexes:

Code sections:

Attachments: [HHES Exterior Upgrades Construction Management Contract](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of the Professional Services Agreement with Arcadis US, Inc. for the HHES Exterior Upgrades Project in the Amount of \$99,005.00

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$99,005.00

Unencumbered Balance: \$1,876,404.20

Funding Source: 310-9509-58000

RECOMMENDATION:

Approve the Professional Services Agreement with Arcadis US, Inc. for the HHES Exterior Upgrades Project in the Amount of \$99,005.00

SUMMARY STATEMENT:

Capital Facilities solicited Construction Management (CM) services to provide support for the upcoming 2018 construction season. The intent is to alleviate the field burden on the Capital Facilities Project Managers and allow them to focus on additional projects while overseeing the efforts of the CM firm. Seven projects were initially included with the portfolio; HHES Exterior upgrades, Schools ADA Restroom Upgrades, Swimming Pool Liner Replacement, West Klutina Repave & Sidewalks, City Wide Roof Project, Kelsey Dock Interpretative Center, and the Hospital O2 Generator. A three step process was utilized to determine the most qualified firm including statement of qualifications, interviews, and a day-rate price. Arcadis was the most qualified and best fit firm based on the selection criteria and was chosen to represent the City on the HHES exterior, Schools ADA, and the Hospital O2 generator projects. Council will be presented with the three separate contracts for approval.



Agenda Statement

File #: 18-0130 **Version:** 1

Type: New Business **Status:** Agenda Ready

File created: 3/9/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Approval of Professional Services Agreement with Arcadis US, Inc. for the Valdez City Schools ADA Project in the Amount of \$84,233.00

Sponsors:

Indexes:

Code sections:

Attachments: [Valdez City Schools ADA Construction Management Contract](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Approval of Professional Services Agreement with Arcadis US, Inc. for the Valdez City Schools ADA Project in the Amount of \$84,233.00

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$84,233.00

Unencumbered Balance: \$1,446,776.00

Funding Source: 310-9514-58000

RECOMMENDATION:

Approve the Professional Services Agreement with Arcadis US, Inc. for the Valdez City Schools ADA Project in the Amount of \$84,233.00

SUMMARY STATEMENT:

Capital Facilities solicited Construction Management (CM) services to provide support for the upcoming 2018 construction season. The intent is to alleviate the field burden on the Capital Facilities Project Managers and allow them to focus on additional projects while overseeing the efforts of the CM firm. Seven projects were initially included with the portfolio; HHES Exterior upgrades, Schools ADA Restroom Upgrades, Swimming Pool Liner Replacement, West Klutina Repave & Sidewalks, City Wide Roof Project, Kelsey Dock Interpretative Center, and the Hospital O2 Generator. A three step process was utilized to determine the most qualified firm including statement of qualifications, interviews, and a day-rate price. Arcadis was the most qualified and best fit firm based on the selection criteria and was chosen to represent the City on the HHES exterior, Schools ADA, and the Hospital O2 generator projects. Council will be presented with the three separate contracts for approval.



Agenda Statement

File #: RES 18-0010 **Version:** 1

Type: Resolution **Status:** Agenda Ready

File created: 3/8/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: #18-10 - Authorizing a Land Use Permit with Pacific Pile & Marine for Tract G, Harbor Subdivision

Sponsors:

Indexes:

Code sections:

Attachments: [City of Valdez Resolution 18XX](#)
[Land Use Permit Application](#)
[PPM Shot Rock Materials and Haul Road Plan](#)
[Tract G Harbor Subdivision](#)
[Small Boat Harbor and Tract G Map](#)
[Sea Otter Dredge Stockpile Plan Map 1](#)
[Sea Otter Dredge Stockpile Plan Map 2](#)
[Pacific Pile and Marine DOT Permits](#)
[PPM LUP 1801 Additional Land Use Permit Conditions](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#18-10 - Authorizing a Land Use Permit with Pacific Pile & Marine for Six Months on Tract G, Harbor Subdivision.

SUBMITTED BY: Kate Huber, Community Development Planning Technician.

FISCAL NOTES:

Expenditure Required: N/A.
Unencumbered Balance: N/A.
Funding Source: N/A.

RECOMMENDATION:

Approve Resolution #18-10 authorizing a temporary six month land use permit with Pacific Pile & Marine for Tract G, Harbor Subdivision.

SUMMARY STATEMENT:

As a part of the Pacific Pile & Marine (PPM) contract with the City of Valdez for work during phase 2

of the new Small Boat Harbor project, PPM estimates to use 20,000 cubic yards of shot rock materials currently stored on Tract G, Harbor Subdivision. PPM may also use Tract G as a selective disposal site for rock materials removed from the project. Disposal quantity will vary greatly but could be up to 50,000 cubic yards. (See attachments 2 and 3 for permit application and material use and haul plan.)

Tract G, known commonly as the former location of the Sea Otter RV Park, is zoned light industrial and is owned by the City. (See attachment 4.) In 2015, City Council approved a land use permit and a conditional use permit for Harris Sand & Gravel (HSG) who was contracted for Phase 1 of the project. Under those permits, HSG transported materials to Tract G and set up temporary screening and crushing plants for processing rock. At this time, PPM does not plan to screen and crush materials. If those activities will need to take place, a conditional use permit will be required. PPM has obtained permits from Alaska DOT for the transport of materials between Tract G and the harbor project location. (See attachments 5-8 for site plan, maps and permits.)

A land use permit is used in place of a short-term lease when an area will be utilized for a short duration without any permanent improvements made. Typically there is a daily or monthly fee associated with a land use permit. Because this permit is part of a City contract, the fee is waived.

Pacific Pile and Marine wishes to begin the work authorized by this permit on March 21, 2018. The original permit application lists March 15th as the start date. This date was changed by PPM to accommodate the permit approval process and a delay in barge schedule.

If the resolution passes, staff will draft an agreement utilizing standard land use permit language with the additional project-specific conditions (See attachment 9). The list was established by the City of Valdez Capital Facilities Department and Arcadis with input from the Public Works and Ports and Harbor Department. PPM has reviewed and agreed to the additional conditions.

Planning and Zoning reviewed the land use permit application at their March 14, 2018 meeting and recommended that Council approve the resolution authorizing Land Use Permit #18-01.



Agenda Statement

File #: RES 18-0011 **Version:** 1
Type: Resolution **Status:** Agenda Ready
File created: 3/16/2018 **In control:** City Council
On agenda: 3/20/2018 **Final action:**
Title: #18-11 - Authorizing the City Clerk to Dispose of Certain City Records
Sponsors:
Indexes:
Code sections:
Attachments: [#18-11- Authorizing Destruction of City Records](#)
[Records Destruction List A](#)
[Records Destruction List B](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

#18-11 - Authorizing the City Clerk to Dispose of Certain City Records

SUBMITTED BY: Sheri L. Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: Click here to enter text.

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

RECOMMENDATION:

Approve Resolution No. 18-11.

SUMMARY STATEMENT:

Disposal of City records requires approval by the Valdez City Council.

Records listed in Attachment "A" and Attachment "B" have exceeded their period of retention as directed by the City of Valdez Records Retention Schedule. Prior to submitting the records to council for destruction the City Clerk's office requires review and approval by the department which created the documents. All records are reviewed for historical value by the City Clerk prior to recommending destruction.



Agenda Statement

File #: 18-0131 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Report: Official Qualified Candidates - 2018 Regular Municipal Election

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Official Candidates - 2018 Regular Municipal Election

SUBMITTED BY: Sheri L. Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The list of qualified candidates for the 2018 Regular Municipal Election are as follows:

Mayor - Three (3) Year Term

Jeremy O'Neil

Darren Reese

Jim Shirrell

City Council Member - Two (2) Year Term

Sherikay Griffith

Christopher Moulton

City Council Member - Three (3) Year Term

James Devens

Bob Engebretson

Dennis Fleming

Sue Ellen Montes

Derek Morris

Ron Ruff

School Board Member - Three (3) Year Term

Dolores Gard

Joe Lally

Kathleen Todd



Agenda Statement

File #: 18-0132 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/13/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Report Regarding the Stop Work Order for Geeks in the Woods at 5440 Kodiak Cove

Sponsors:

Indexes:

Code sections:

Attachments: [Report - Geeks in the Woods Stop Work Order](#)
[Stop Work Order Notice-Email](#)
[GITW email-Building Permit Application + Update on Re-Plat](#)
[5440 Kodiak Cove stop work order-photos](#)
[Email from GITW to Division 6-continue work](#)
[Enforcement Notice-GITW 03-13-2018](#)
[GITW STORAGE GARAGE S DWGS 11x17 \[signed\]](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Report Regarding the Stop Work Order for Geeks in the Woods at 5440 Kodiak Cove

SUBMITTED BY: Paul Nylund - Interim Director, Community Development

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

See attached report and supporting documentation.



Agenda Statement

File #: 18-0133 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/14/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Report: Kimley-Horn Re-visioning Project

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Report: Kimley-Horn Re-visioning Project

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Kimley Horn will be presenting an in person update for the re-visioning and branding process. They will also inform council as to what they hope to accomplish while they are here on this site visit.



Agenda Statement

File #: 18-0134 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/16/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Report: Status of City/School Health Plan Annual Renewal

Sponsors: City Council

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Status of City/School Health Plan Annual Renewal

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a
Unencumbered Balance: n/a
Funding Source: n/a

RECOMMENDATION:

receive and file

SUMMARY STATEMENT:

- The City/School Health Plan renews annually on April 1.
- City/School staff, via new broker/consultant Parker, Smith and Feek, have been assembling renewal data from the Stop Loss Insurer, the Third-Party Administrator, and the Case Manager.
 - Staff and Broker have been working primarily to negotiate a status-quo renewal of the existing plan in time for the 4/1 renewal.
 - Following renewal, Broker will work with plan stakeholders to analyze the plan design and all related service-provider terms.
- Staff was unable to obtain drafted renewal contracts in time for necessary legal review preceding the 3/20 council meeting deadline, and so will present all final figures and

documents to Council on the April 3, 2018 agenda.

- To ensure plan continuity, staff will bind coverage and/or services for the interval between 3/31 (plan year-end) and full execution of documents (estimated on April 4). These services and coverage include:
 - Meritain Health (Third Party Administrator) - this is a status-quo one-year extension of our existing service agreement.
 - Medical Rehabilitation Consultants (Case Manager) - this is a continuation of our existing relationship with MRC, formalized in a new one-year contract.
 - Sun Life (Stop Loss Insurance) - this is a proposed change to the previous stop-loss coverage with HCC Life, which entails a new contract.



Agenda Statement

File #: 18-0135 **Version:** 1

Type: Report **Status:** Agenda Ready

File created: 3/16/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Report: Prince William Sound Aquaculture Spring Board Meeting

Sponsors:

Indexes:

Code sections:

Attachments: [PWSAC Spring 2018\[1\]](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Report: Prince William Sound Aquaculture Spring Board Meeting

SUBMITTED BY: Sheri Pierce for Amanda Bauer (PWSAC) Board Member

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Read and File.

SUMMARY STATEMENT:

Amanda Bauer, PWSAC Board Member, is appointed by the City Council to serve on the Board. She has provided the attached report to the council following the most recent board meeting.



Agenda Statement

File #: 18-0136 **Version:** 1

Type: Appendix Item **Status:** Agenda Ready

File created: 3/16/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: FY18 DCCED Shared Fisheries Business Tax Allocation

Sponsors:

Indexes:

Code sections:

Attachments: [Fisheries Business Tax Allocation](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

FY18 DCCED Shared Fisheries Business Tax Allocation

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

See attached letter.



Agenda Statement

File #: 18-0137 **Version:** 1

Type: Appendix Item **Status:** Agenda Ready

File created: 3/16/2018 **In control:** City Council

On agenda: 3/20/2018 **Final action:**

Title: Letter Re: Preliminary Assessment Roll for Oil and Gas Property Assessed Value

Sponsors:

Indexes:

Code sections:

Attachments: [2018 Preliminary Assessment](#)

Date	Ver.	Action By	Action	Result
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ITEM TITLE:

Letter from James Greeley, State Petroleum Property Assessor Regarding PRELIMINARY Assessment Roll for Oil and Gas Property

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

Read and File

SUMMARY STATEMENT:

Please see attached letter regarding preliminary assessment. The City Attorney has received a copy of this notice. I have made a notation of the 2017 valuation (\$1,920,886,870) for comparison.

MANAGEMENT AND OPERATING AGREEMENT

THIS MANAGEMENT AND OPERATING AGREEMENT ("Agreement") is made and entered into by and between THE CITY OF VALDEZ, a municipal corporation (the "City") and PROVIDENCE HEALTH & SERVICES - WASHINGTON dba PROVIDENCE HEALTH & SERVICES ALASKA, a Washington non-profit corporation authorized to do business in Alaska ("Providence"). The City and Providence may be referred to below collectively as "Parties" and individually as "Party".

RECITALS

Whereas, the City owns and operates the Valdez acute-care hospital (the "Hospital"), the Valdez Extended Care Center, and the Valdez Counseling Center (collectively, the "Health Care Facilities"); and

Whereas, the City, in the interest of sound fiscal management and to ensure the continued operation of the Health Care Facilities in a professional and efficient manner, has requested that Providence enter into this Agreement to manage and operate the Health Care Facilities; and

Whereas, the City desires to continue to provide quality and affordable health care to the residents of Valdez; and

Whereas, the City desires that the Hospital be operated as a stand-alone facility; and

Whereas, Providence owns and operates a number of health care facilities and nursing homes that are operated in keeping with its philosophy, mission and values; and

Whereas, Providence desires to manage and operate the Health Care Facilities subject to the terms and conditions contained herein.

Now, therefore, in consideration of the mutual covenants contained herein, and each of the Parties intending to be legally bound hereby, it is mutually agreed as follows:

1. Appointment; Control; Operations; Limitations.

- (a) Appointment; Agreement to Operate/Manage. The City hereby contracts with and appoints Providence to be the sole and exclusive operator and manager of the Health Care Facilities for the term of this Agreement. Providence hereby accepts such appointment and agrees to operate and manage the Health Care Facilities on behalf of the City consistent with the terms of this Agreement and all applicable laws, regulations and ordinances. Subject to the terms herein, including but not limited to Section 13, Providence assumes all the rights, duties, liabilities and obligations, which shall arise out of Providence's operation of the Health Care Facilities. Notwithstanding anything to the contrary, both Parties understand and agree that any and all services provided by Providence during the term of this Agreement shall be provided solely for the benefit of the City. During the term of this

Agreement and subject to the other provisions of this Agreement, Providence, shall operate the Health Care Facilities, including without limitation, performing or arranging for the provision of the following:

- 1) Ensure timely deposits into the Accounts (as defined in Section 5) of all receipts and moneys arising from the operation of the Health Care Facilities, and shall make disbursements from such accounts in such amounts and at such times as the same are required;
- 2) Establish all prices, price schedules, rates and rate schedules for the Health Care Facilities;
- 3) Negotiate, prepare and execute any such other contracts reasonably necessary or desirable in connection with the operation of the Health Care Facilities in the usual course of business; provided however the auditing firm to be retained by Providence in connection with preparation of the annual audited financial statements for the Health Care Facilities requires City approval;
- 4) Hire or retain any consultants, accountants, attorneys, or other professional personnel necessary and appropriate to assist Providence in carrying out its duties and responsibilities in accordance with this Agreement;
- 5) Operate the Health Care Facilities in a manner that is consistent with applicable federal, state and local anti-discrimination laws, including the provision of services to persons at the Health Care Facilities without regard to financial circumstances, or race, creed, color, national origin, religion, sex, disability, or any other protected class.
- 6) Operate the Health Care Facilities in a manner consistent with their Medical Staff Bylaws and Rules and Regulations, as applicable. The Parties hereby specifically agree to allow Providence, while acting on behalf of the Health Care Facilities, to enter into certain exclusive contracts for the practice of primary care physicians, anesthesiologists, radiologists, pathologists, or other providers for the benefit of the Health Care Facilities;
- 7) Provide provider credentialing services and any and all other services as reasonably required to facilitate and perform credentialing functions (as applicable) at the Health Care Facilities;
- 8) Employ or otherwise retain and shall be responsible for selecting, hiring, training, supervising, and firing all management, professional, administrative, clerical, secretarial, bookkeeping, accounting, payroll, billing and collection, clinical staff and other personnel that are reasonably necessary and appropriate for the operation of the Health Care Facilities. Health Care Facilities will maintain parity with geographically competitive market wages, using City of Valdez and related salary scale data to establish salaries for employed personnel.
- 9) Take all such actions reasonably necessary to cause the Health Care Facilities to continue as participating providers under the Medicare and Medicaid programs;

- 10) Prepare, execute and file any required documents with governmental or accrediting agencies, including without limitation any Medicare cost reports, provider agreements, and licensing documents; provided, however, that the Medicare cost report consulting firm to be retained by Providence in connection with preparation of the any cost reports for the Health Care Facilities requires City approval;
- 11) Provide or arrange for the provision of all marketing and public relations services that are reasonably necessary and appropriate for the operation of the Health Care Facilities, as determined by Providence after taking into account the Health Advisory Council's recommendations, if any, related to promoting healthcare and creating awareness of the provision of services and programs by the Health Care Facilities to meet the needs of the local community. The Parties hereby agree that Providence may, during the term of this Agreement, identify the Health Care Facilities as entities under the operational management of Providence;
- 12) Provide oversight as necessary to assure that building and grounds staff maintain the Health Care Facilities in conformance with applicable fire and life safety codes necessary to maintain each Health Care Facility's respective licensure and accreditation, including but not limited to such standards imposed by the Centers for Medicare & Medicaid Services ("CMS") as a condition of participation in Medicare and/or Medicaid;
- 13) Collaborate with City supervisors of the Health Care Facilities building and grounds staff, including, upon request of the City, by providing input to the City regarding its hiring decisions or providing documentation requested by the City related to the performance of Health Care Facilities building and grounds staff; provided that, in no event, shall Providence be responsible for any hiring, firing, performance evaluation, discipline or other employment decisions made by the City with respect to City employees;
- 14) Subject to the last paragraph of this Section 1 hereof, with written notice to the City, Providence may, in its sole discretion defend, assert, settle, or otherwise dispose of any claims, litigation, judgments, or liabilities in connection with the Health Care Facilities, and will notify the City of same;
- 15) Provide to the City Manager an annual budget for each of the Health Care Facilities;
- 16) Negotiate, contract for and generally supervise the disposal of all medical waste and/or garbage refuse;
- 17) Conduct medical educational training programs at the Health Care Facilities, including training of students and residents and other medical/technical personnel, in a manner consistent with applicable governmental regulations and Providence's policies; and
- 18) Unless otherwise specifically provided in this Agreement, Providence shall be responsible for the

performance of all other acts reasonably necessary in connection with the operation of the Health Care Facilities in accordance with their approved annual budgets and the terms and conditions of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Providence shall not have authority to bind the City or the Health Care Facilities as to the following matters or to perform any of the following on behalf of the City or the Health Care Facilities without first obtaining approval from the City Manager pursuant to Valdez City Code: (i) any sale, lease, exchange, mortgage, pledge, or other transfer or disposition of any of the assets of any of the Health Care Facilities other than in the ordinary course of business; (ii) any fundamental change in the nature of the Health Care Facilities' businesses; (iii) any merger, consolidation or affiliation of any of the Health Care Facilities with another entity; (iv) any material change with respect to the insurance coverage obtained or provided through Providence, unless such change is beyond Providence's reasonable control; and (v) settle or otherwise dispose of any claims, litigation, judgments or liabilities in connection with the Health Care Facilities in excess of \$40,000.

- (b) Licenses. The City represents that, as of the Effective Date, it has any and all necessary licenses as owner of the Health Care Facilities, and has listed Providence on such licenses as the manager to operate the Health Care Facilities. Providence agrees that it will take all steps necessary to maintain and continue the Health Care Facilities' licenses, permits and certifications for the term of this Agreement. Providence shall provide the City with copies of such licenses, permits and certifications.
- (c) General Control of the Health Care Facilities and Responsibilities Retained by the City. Although the City has contracted day-to-day operations and management of the Health Care Facilities to Providence during the term of this Agreement, the City shall continue to own and have financial responsibility for the real property and premises that house the Health Care Facilities, as well as the surrounding grounds, ingress/egress, parking, sidewalks, passageways, and all other common areas adjacent to the Health Care Facilities that are City-owned (the "Health Campus"). The City may allow other tenants to use the Health Campus during the Term of this Agreement, so long as such uses do not interfere with the ongoing provision of health care services on the Health Campus by Providence pursuant to the term of this Agreement. The City's retained responsibilities associated with the Health Campus shall include the following:
- 1) Costs associated with ownership of the real property on which the Health Care Facilities, and their surrounds are located, as well as the completion of any capital or facility improvements

- related thereto, except for such alterations undertaken by Providence as specifically authorized by the City pursuant to Section 4(d) and which are payable pursuant to the terms of this Agreement;
- 2) Costs associated with the maintenance, alteration, or improvements to the buildings and grounds surrounding the Health Care Facilities, including but not limited to labor-related, equipment, and other costs associated with: grounds maintenance and landscaping for the Health Campus; parking lot maintenance; maintaining traffic flow and signage/indicators for parking and pedestrian areas (e.g., directional striping); snow removal; maintaining safe sidewalks and curbs; and other general maintenance of the grounds, with the exception of front entrance areas maintained by Providence;
 - 3) Costs associated with ambulance and delivery vehicles used by the Health Care Facilities;
 - 4) Costs associated with equipment used to maintain the exterior grounds associated with the Health Campus;
 - 5) Costs associated with maintaining the functional and safe operating conditions, consistent with applicable federal or state statutes, rules, and requirements, of the City-owned real property and capital assets located on the Health Campus, including but not limited to building painting, roofing, siding, plumbing, heating, fire safety, lighting/electrical, and ventilation systems, or other maintenance or repairs, and all costs associated with the Maintenance Building and Hospital Maintenance Staff (as described in Section 8) that support the Health Campus; and
 - 6) Costs associated with utilities serving the Health Campus (e.g., electrical, water, and heating) that are invoiced to the City by Providence for all tenants/users, and which shall be allocated among tenants/users based upon metered electrical use, square footage allocation, or such other mutually agreed upon methodology.

(d) Notifications:

- 1) Official notifications, reports and communications related to this Agreement shall be made to the City via the City Manager.

(e) Required Notifications: Providence shall notify the City in writing within twenty-four (24) hours of the occurrence of any one or more of the following events:

- 1) Any loss of licensure by the Health Care Facilities;
- 2) At such time as Providence becomes aware of any material governmental investigation or disciplinary proceeding relating to the Health Care Facilities;
- 3) Any of the Health Care Facilities becomes debarred, suspended or otherwise ineligible to participate in any federal or state health care program, including the Medicare and Medicaid programs;
- 4) At such time as Providence becomes aware of any act of nature or any other event which has a material adverse effect on Providence's ability to operate any of the Health Care Facilities.

(f) Name of Facilities: The Parties hereby agree that during the term of this Agreement the Hospital and the Valdez Counseling Center shall be identified and signed as the "Providence Valdez Medical Center," and the "Providence Valdez Counseling Center," respectively. Upon any termination or expiration of this Agreement, Valdez shall immediately remove any reference to Providence from any ongoing signage, letterhead, and other publications or documents relating to the Hospital, the Valdez Counseling Center, and any of the other Health Care Facilities. Nothing in this Agreement shall be construed as providing Valdez with any rights whatsoever to use the name Providence after any termination or expiration of this Agreement.

(g) Requirements for Providence and City Emergency Medical Services (EMS) Personnel. The Parties hereby agree that during the term of this Agreement they will follow the following requirements with respect to all EMS personnel rendering services on the Health Campus:

- 1) EMS personnel may enter the Health Care Facilities and Health Campus while on duty, to perform their job functions in transporting, escorting, assisting and when called upon to respond to emergencies at the Health Care Facilities.
- 2) Beyond the regular practice of their responsibilities to transport and hand-off patients to the Hospital staff, specified EMS personnel, with their supervisor/trainer may be located at the Health Care Facilities to take advantage of education or training opportunities, as long as medical and staff routines can be carried out without disruption.
- 3) In order for EMS personnel to be present on the Health Campus beyond their usual routine of transporting and escorting patients, the Privacy Officer will ensure that each individual has signed a Confidentiality and Privacy Agreement.
- 4) All EMS personnel will comply with all applicable policies and procedures that govern their practices except if there is conflict between agency and/or Providence policies, at which time, reconciliation will be made among the Heads of the departments and to the Valdez Fire

Department to ensure standardization of practice and safety of patients/personnel are prioritized at all times.

- 5) EMS personnel will respect and follow the chain of command for decision-making as it relates to their own supervision and in working with Health Care Facility personnel.
- 6) Hospital staff will perform all required duties as outlined in their job description and will not delegate any such duties to non- Hospital staff.
- 7) EMS personnel may only perform functions on Hospital's patients when there are physician orders written specifically for their patients that authorize EMS personnel to perform these clinical tasks (e.g., draw blood work; intubate; start IV's) on them.
- 8) All patients who are subjects of, or included in, EMS personnel training will be consulted for their consent to allow for such training to occur with the patient's involvement.
- 9) EMS Instructors are welcomed to train Health Care Facility staff and physicians to their modalities, equipment and methodologies in early response scenarios, and are welcomed to join in certification offerings such as BLS, ACLS, PALs and NRP at the Hospital. Together with Hospital staff, EMS personnel are permitted to access educational resources and pertinent offerings at Hospital.
- 10) Due to the irregularity of EMS activation and type, any Hospital staff seeking to have more exposure to EMS protocols in early response, or to ride with them during their responses, will have to arrange it on their own time.
- 11) Prior to escorting a patient in an ambulance during a medical evacuation, Hospital staff will be provided with an orientation of the rig and protocols necessary to provide safe care for the patient during the transport.

2. Effective Date and Term. This **Agreement shall become effective on January 1, 2015** (the "Effective Date"). The term of this Agreement shall be five (5) years from the Effective Date unless sooner terminated as provided herein ("Term"). The Parties may extend the Term for an additional five (5) years based upon mutual written agreement. Such renewal (if applicable) shall be on the same terms and conditions of this Agreement.

3. Admission and Treatment Policy. Providence agrees to treat any and all patients presenting for emergency care to the Hospital in accordance with the Emergency Medical Treatment and Labor Act, 42 USC § 1395dd (EMTALA), and to provide or arrange for services to such patients in accordance with the Hospital's available space, qualified personnel, capabilities, and applicable policies and protocols. Providence agrees it shall not discriminate in the admission of patients or delivery of outpatient services on the basis of financial circumstances, race, creed, color, national origin, religion, sex, disability, or any other protected class. Providence

agrees that any patient seeking treatment at any of the Health Care Facilities has the right to choose the health provider(s) and hospital(s) of the patient's preference. Where transfer to another provider is necessary for any reason, Providence agrees to honor such determinations by patients to the extent possible, and will communicate such directives to attending physician(s) and emergency transportation services.

Providence acknowledges the importance to the people of Valdez of being able to receive care and treatment in a local hospital rather than to be transported out of town and agrees that, except to the extent necessary to meet patient choice or the particular health or safety needs of a patient, Providence will not move or cause patients to move to other facilities arbitrarily. The City has the right to request a retrospective review for any disputed transfer, so long as such review is in compliance with applicable laws and rules governing the security and the confidentiality of individually identifiable patient healthcare information.

4. Reimbursable Expenses. Indirect costs associated with administrative and support services provided to the Health Care Facilities by the Providence Alaska Regional Office and Providence System Office ("System Allocations") are deemed to be recovered in the form of the Annual Fixed Fee as described in Section 7, and will not be billed to the City in addition to the Annual Fixed Fee. Other than for System Allocations, any and all direct and indirect costs, including without limitation those expenses described below, and budgeted and unbudgeted operating or capital costs actually incurred by Providence in connection with its operation of the Health Care Facilities pursuant to this Agreement, shall be deemed "Reimbursable Expenses" subject to the reimbursement provisions of this Agreement:

- (a) Operating Expenses. In accordance with the operating and capital budgets adopted annually, or as otherwise expressly approved by the City, Providence will incur costs generally associated with the operation of Health Care Facilities ("Operating Expenses"). In the event the City and Providence discontinue their contractual relationship, the costs incurred by the Health Care Facilities in winding down and closing out its relationship with the City shall be deemed Operating Expenses which are recoverable as Reimbursable Expenses under this Agreement.
- (b) Supplies. Providence shall be entitled to use, as a part of the operations of the Health Care Facilities, the supplies maintained at the Health Care Facilities on the Effective Date. Providence shall, as part of its Operating Expenses, supply and maintain all expendable hospital/medical supplies as may be required in Providence's discretion for the proper operation of the Health Care Facilities. Upon termination of this Agreement, Providence will leave behind all of the supplies in inventory as well as floor stock items maintained at the Health Care Facilities.

(c) Equipment Expenses. In accordance with the annual operating and capital budgets, or as otherwise expressly approved by the City, Providence will incur costs to maintain equipment (regardless of ownership), or to purchase replacement or additional equipment, used by Providence in the provision of healthcare services within the Healthcare Facilities ("Equipment Expenses"), which shall be Reimbursable Expenses under this Agreement. The City will retain title to all Health Care Facilities' equipment owned by the City, and any replacement or additional equipment purchased by Providence under this Section shall be the City's property and shall be identified as such.

(d) Alterations. Providence shall have the right to make alterations, additions, improvements and renovations to the Health Care Facilities, the costs of which shall be recoverable as Reimbursable Expenses, provided: 1) Providence shall notify the City with respect to any such work requiring any substantial expenditure; 2) Such work shall not adversely affect the structural integrity of the Health Care Facilities or diminish the value thereof; 3) Any such work shall be performed in a good and workmanlike manner and in conformance with all applicable building, fire and health regulations; and 4) The City shall have approved in writing such work in advance, such approval to not be unreasonably withheld.

5. Disposition of Funds, Reporting and Administration.

(a) Funds originating from the operation of the Health Care Facilities and collected by Providence pursuant to this Agreement shall be received, handled, managed and disposed of as follows:

- 1) Providence shall deposit all funds received by it from the operation of the Health Care Facilities and all amounts advanced by the City in a jointly held bank account or accounts bearing the name of one or more of the Health Care Facilities (hereinafter the "Accounts") in a bank or trust company approved by the City and Providence. Such funds shall in no event be commingled with other City or Providence funds. Providence shall have no liability or responsibility for any loss resulting from the insolvency, malfeasance or nonfeasance of the bank or banks in which such funds are deposited.
- 2) Providence has the right to make withdrawals from and use the Accounts for the purposes of operating the Health Care Facilities and performing their obligations hereunder, paying Providence's compensation hereunder, and paying the Reimbursable Expenses described in Section 4, until the expiration or termination of this Agreement, at which time Providence shall resign as co-signatory for the Accounts.
- 3) Signatories and approvals as to the amounts on all checks drawn from the Accounts shall be in accordance with the policies and procedures mutually agreed to by Providence and the City.

- (b) Providence will perform all billing and collection activities for the Health Care Facilities' accounts receivables, will process accounts payable, and will provide such other administrative, accounting and clerical services as are necessary. All revenues and cash collections including those from patients, third-party payors and other sources billed and collected by Providence, and arising out of or related to services rendered during the term of this Agreement, or any predecessor agreement(s) between the parties related to the subject matter hereof, and all grants or portions thereof attributed to the Health Care Facilities arising out of or related to the Health Care Facilities during the term of this Agreement, shall be used first to offset Reimbursable Expenses of the Health Care Facilities incurred on or after the Effective Date. Providence shall appropriately collect all amounts billed for services provided at the Health Care Facilities. The excess, if any, of such revenues over such expenses shall accrue to the Accounts, and be applied in the City's sole discretion, to pay debt service on the City's existing revenue bonds related to the Health Care Facilities, the costs of repairs, renewals, improvements or additions to the Health Care Facilities, or to cover past, present or future losses. Providence and the City agree that, in the absence of exigent circumstances, the Accounts will maintain a balance equal to ninety (90) days of operating expenses.
- (c) Providence shall provide the City with audited year-end financial statements for the Health Care Facilities within 120 days after the end of each year. Within ninety (90) days after the end of the fiscal year, Providence shall prepare and deliver to the City an operational report that shall provide information on services provided, new programs and services that have been initiated, programs and services that have been terminated or relocated to other facilities, statistics on patients treated, and other information of interest to the City and the community. Providence shall provide the City with an electronic copy of the report for distribution among the City officials and members of the community. Upon request by the City, Providence will make a representative available to make presentations to the Valdez City Council and community groups concerning the annual report. The information to be shared under this paragraph shall not include protected health information covered by applicable federal or state laws and rules governing the security and the confidentiality of individually identifiable patient healthcare information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations adopted there under ("HIPAA").
- (d) Providence shall maintain all financial, medical and hospital records, including admitting registers , schedules of room rentals, patients' insurance records, pertinent hospital personnel records and such other information and records as are necessary to the continued operation of the Health Care Facilities. Original copies of medical and hospital records shall be maintained and stored at one or

more of the Health Care Facilities or at another facility acceptable to Providence. Record retention and destruction will occur in accordance with the Providence Health & Services Retention Guidelines, which are based on state and federal law.

- (e) By no later than September 15th of each Operating Year during the term of this Agreement, Providence shall submit and recommend to the City an operating and capital budget for the Health Care Facilities. Providence will use reasonable efforts to operate the Health Care Facilities consistent with their respective budgets. Under the terms of this Agreement, the City shall have the right to review and approve Providence's proposed annual operating and capital budgets, and the City and the Administrator will meet annually or as requested by the City Manager, to discuss which known or projected expenditures for the Health Campus should be approved. Providence shall provide the City with monthly updates comparing each Health Care Facility's actual financial performance to the approved budget during the course of each year to ensure that the City is fully aware of the financial performance of the Health Care Facilities on a monthly basis.

Providence will provide the City with monthly financial reports, including current revenues, expenses and cash flow projections, prepared in accordance with generally accepted accounting principles. The monthly reports shall include comparisons to budgeted amounts and prior year historical analysis comparisons. Providence will provide the City with detailed trial balances of each general ledger account with prior year historical comparisons, upon request. The City shall have access to all financial information related to the Health Care Facilities.

- (f) The City agrees to defend, indemnify and hold Providence harmless against all claims, liability and expense resulting from acts or omissions of any of the Health Care Facilities in connection with any agreements assigned to Providence and relating to the period prior to Providence's management and operation of the Health Care Facilities.

6. Working Capital and Cash Flow.

- (a) Providence will pay Reimbursable Expenses as they become due, using funds from the Accounts. Providence will assure that all Reimbursable Expenses will be paid consistent with the various terms and conditions of vendors, as well as the annually approved operating and capital budgets or other express City approvals, and applicable regulations.

- (b) Throughout the Term of this Agreement, the City shall ensure that sufficient funds are available in the Accounts to pay Reimbursable Expenses, which for purposes of this Section shall mean funds sufficient to cover ninety (90) days of Daily Operating Expenses for the Health Care Facilities, as determined in Exhibit A. Reimbursable Expenses include payment of any and all expenses, debts, obligations, and liabilities incurred by Providence relating to the operation of the Health Care Facilities, other than as expressly excluded under Section 4. In the event Providence provides written notice to the City of an actual or likely shortfall or deficit of such funds outside the annual budgeting process, the City agrees to deposit that amount into the Accounts within thirty (30) days to offset such shortfall or deficit.
- (c) The Parties agree that the City may need to advance an annual supplement to the Health Care Facilities during the term of this Agreement, to offset expected operating shortfalls and/or provide a desired reserve capacity. Prior to each fiscal year, Providence shall forecast its annual Operating Expenses/Revenues and calculate the City's operating supplement pursuant to Exhibit A herein. Supplement requests shall be forwarded to the City in accordance with the City's annual budget schedule. Following adoption of the City budget by the City Council, the City shall pay the entire supplement amount to Providence within the first forty-five (45) days of the City's fiscal year or as otherwise agreed upon by both Parties. In the event (i) the City fails to deposit any required amount under this Section, (ii) the City fails to approve the estimated annual shortfall amount for any Operating Year during the term of this Agreement, or (iii) the Parties are unable to reach mutual agreement in a timely manner (as reasonably determined by Providence) with respect to any Operating Year's estimated annual shortfall amount, Providence may terminate this Agreement by providing the City with thirty (30) days advance written notice of such termination. It is the express intent that sufficient working capital will be present to preclude the need for Providence to advance or fund working capital.
- (d) The Parties agree that it is desirable to allow for the growth of reserve capacity in the Accounts beyond the minimum set forth herein. Therefore Providence shall be permitted to use surplus operating revenues to increase the total balance in the Accounts to cover up to one hundred and twenty (120) days of Daily Operating Expenses.
- (e) Surplus operating revenues resulting in Accounts balance in excess of one hundred and twenty (120) days of Daily Operating Expenses shall be applied as follows, (i) to the City's next installment of the Annual Fixed Fee and/or subsequent operating supplement, (ii) to any costs associated with the City's

retained responsibilities in Section 1(c) of this Agreement, or (iii) to accumulate in the Accounts for future community health care investments, as determined solely by the City.

7. Annual Fixed Fee. For each twelve (12) month period beginning as of the Effective Date and continuing throughout the Term of this Agreement thereafter (each such twelve (12) month period, an "Operating Year"), the City shall pay Providence a periodic fixed fee ("Annual Fixed Fee") as compensation to Providence for its management and administrative services under this Agreement, including all System Allocations, but exclusive of any Reimbursable Expenses directly incurred by Providence under Section 4. The Annual Fixed Fee will be payable by the City in equal monthly installments, in arrears, and will be prorated in any partial Operating Year(s). The Annual Fixed Fee for the initial Operating Year, beginning on the Effective Date, will be a total of Six Hundred Thousand Dollars (\$600,000). For each subsequent Operating Year beginning on or after January 1, 2016, the Annual Fixed Fee will be adjusted annually based on the Consumer Price Index for each twelve-month period (Anchorage, Alaska, All Urban Consumers – Not Seasonally Adjusted, Base:1982-1984. Both Parties understand and agree that the City has other financial obligations to Providence pursuant to the terms of this Agreement.

8. Employment. All personnel of the Health Care Facilities during the term of this Agreement shall be employees of Providence, with the exception of certain temporary labor required from time to time to sustain operations, EMS personnel employed by the City or other third parties, and those City employees involved in maintenance activities described below. Providence shall adopt its own employment policies and procedures. Providence agrees to select and hire an individual to serve as the Administrator of the Health Care Facilities (the "Administrator"). The City shall have the right to participate in, and ask for a review process regarding, the selection of an Administrator. The Administrator shall be Providence's primary representative with respect to communications to the City. All of Providence's employee costs related to the provision of services under this Agreement are deemed to be Reimbursable Expenses, except as otherwise noted in Section 4.

Notwithstanding any provision to the contrary in this Section 8, the Parties hereby agree that the City shall continue to employ its maintenance worker staff, including specifically the buildings, grounds, and maintenance workers primarily responsible for maintenance, repair and upkeep of the Health Care Facilities, who carry out the City's retained responsibilities described in Section 1(c) above (the "Hospital Maintenance Staff"). The City shall ensure that the Hospital Maintenance Staff provide such services consistent with the terms of this Agreement throughout its Term and, in the event that any of the Hospital Maintenance Staff are unavailable for any reason including vacation or sick leave, provide suitable replacement staff for such services during such periods. All reasonable and ordinary non-salary costs associated with the Hospital Maintenance Staff, including specific

hospital-related training and uniform stipends, shall be paid for by the Hospital and constitutes a Reimbursable Expense.

9. Medicare and Medicaid Reimbursement. From and after the Effective Date, Providence shall maintain Medicare and Medicaid certification and shall prepare all Medicare/Medicaid cost reports relating to the Health Care Facilities in a timely manner. Providence will meet CMS deadlines and will make cost reports available to the City when complete. All expenses incurred within this Section 9 are considered Reimbursable Expenses and shall be paid as such. The City may elect, as an added Reimbursable Expense, to have the cost reports analyzed by a financial consultant.

10. Site Conditions and Environmental Matters.

- (a) The City will provide to Providence any and all requested documentation regarding the construction or expansion of the Hospital as laid out in the Master Facility Plan (MFP), as suggested by the Mayor's Task Force, and/or as may be approved by the Valdez City Council including but not limited to, plans, drawings, technical specs, and "punch lists" prior to completion. Providence assumes no liability with respect to construction or expansion of the Health Care Facilities, or the condition of the soil or subsoil, or any other conditions of the real property on which the Health Care Facilities are located.
- (b) Providence will not cause or permit the Health Care Facilities to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process any hazardous substances except in compliance with all applicable environmental laws, nor shall Providence cause or permit as a result of any intentional or unintentional act or omission on the part of Providence the release of any hazardous substances on the Property.
- (c) In undertaking their respective obligations under this Agreement, the Parties will at all times and in all respects comply with all applicable environmental laws.
- (d) Providence agrees to immediately notify the City if Providence becomes aware of (i) any hazardous substance or other environmental problem or liability with respect to the Health Care Facilities, or (ii) any lien, action or notice resulting from violation of any of the laws, regulations, ordinances, or orders defined as environmental laws. Providence shall take all actions that are necessary or desirable to clean up any and all hazardous substances released in, on, or under the Health Care Facilities after the Effective Date and, except as provided in Section 10(e) below, any costs associated thereto shall be a Reimbursable Expense.

(e) Providence shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, damages, losses, liens, costs, and expenses (including attorneys' fees and disbursements) which accrue to or are incurred by the City arising directly from (i) any activities within the Health Care Facilities during the term of this Agreement caused by Providence's negligence which directly resulted in the Health Care Facilities being contaminated with hazardous substance; (ii) the discovery of hazardous substances at the Health Care Facilities whose presence was caused during the term of this Agreement by Providence's negligence; and (iii) the clean-up of hazardous substances at the Health Care Facilities whose presence was caused during the term of this Agreement by Providence's negligence. Providence's negligence as used in this Section 10(e) includes actions by any officer, agents, contractor or employee of Providence.

(f) The City shall indemnify, defend, and hold Providence harmless from and against any and all claims, demands, damages, losses, liens, costs, and expenses (including attorneys' fees and disbursements) which accrue to or are incurred by Providence arising directly or indirectly from or out of or in any way connected with (i) any activities within the Health Care Facilities prior to the Effective Date which directly or indirectly resulted in the Health Care Facilities being contaminated with hazardous substances; (ii) the discovery of hazardous substances at the Health Care Facilities whose presence was caused prior to the Effective Date; (iii) the clean-up of hazardous substances on at the Health Care Facilities whose presence was caused prior to the Effective Date; and (iv) the clean-up of hazardous substances at the Health Care Facilities whose presence was caused during the term of this Agreement by the City's negligence. The City's negligence as used in this subsection 10(f) includes actions by any officer, agents, contractor or employee of the City.

11. Condition on Surrender. Upon termination or expiration of this Agreement, Providence shall surrender the Health Care Facilities to the City in substantially the same condition as exists on the Effective Date, except for reasonable wear and tear, depreciation, construction and demolition required or permitted under the terms of this Agreement or previous agreements between the Parties, and damage by fire and other risks covered by the insurance described in Section 12.

12. Insurance.

(a) Providence shall either obtain or continue occurrence-based, general liability insurance relating to the Health Care Facilities as Providence, in its sole opinion, deems necessary and sufficient, and maintain such liability insurance coverage for the Health Care Facilities during the term of this Agreement. Such

insurance shall provide coverage for personal injuries, death, or property damage to the Health Care Facilities in an amount of at least five million dollars (\$5 million) per occurrence and ten million dollars (\$10 million) annual aggregate; provided, however that Providence's reasonable allocated cost for providing or continuing such insurance on the City's behalf shall be deemed a Reimbursable Expense. In addition, Providence shall maintain insurance, in reasonable amounts, subject to reasonable terms, provisions and customary exclusions, for professional liability and workers' compensation for all Providence employees who provide services at the Health Care Facilities pursuant to this Agreement, as described more fully in Exhibit B. Providence shall also maintain automobile, crime, directors and officers, property earthquake and fiduciary insurance coverage (as requested by the City) relating to the Health Care Facilities, and maintain such insurance coverage for the Health Care Facilities during the term of this Agreement. Any insurance obtained or provided by Providence under this Section may be provided by insurance or alternative risk programs which may include self-insurance programs, provided such alternative risk or self-insurance programs are fully funded (as described in Exhibit B) for any reasonably projected liabilities, and contain customary and reasonable deductible and coinsurance amounts. The City hereby acknowledges that Providence has informed it of Providence's insurance's deductible/co-insurance amounts, as required under Exhibit B. The Reimbursable Expenses will include the payment of such deductible/coinsurance amounts. All costs incurred by Providence under the terms of this Section 12(a) shall be deemed Reimbursable Expenses payable by the City pursuant to the terms of this Agreement. The Reimbursable Expenses shall include the payment of such deductibles/co-insurance in the event of any loss or casualty covered under the insurance provided by Providence hereunder.

- (b) The City hereby acknowledges and agrees that upon the earlier of the termination or expiration of this Agreement, Providence shall no longer provide nor arrange for the provision of any insurance of any kind whatsoever to the Health Care Facilities.
- (c) The minimum amounts and types of insurance required under this section shall be subject to revision in accordance with standard insurance practices, in order to provide continuously throughout the Term of this Agreement, a level of protection consonant with good business practice and accepted standards in the industry. Such factors as increases in the cost of living shall be utilized in assessing whether the minimum insurance requirements should be increased.

All insurance policies shall include a waiver of subrogation and shall provide for thirty (30) days notice to the City of cancellation and/or material change in policy terms. All such policies shall be written either by insurance companies legally authorized to do business in the State of Alaska and acceptable to the

City, or by self-insurance under the same terms as the policies for healthcare centers or clinics owned or operated by Providence, and acceptable to the City. The City shall be named as an additional insured party on each such policy of insurance, and certificates thereof shall be furnished to the City. Nothing herein shall be construed as a representation by the City as to the sufficiency of any insurance coverage for any purpose.

13. No Assumption of Liability; Indemnification.

- (a) During the term of this Agreement, Providence shall not assume or be liable for any claim, liability, or obligation of the Health Care Facilities, whether known or unknown, fixed or contingent, accrued or unaccrued, arising from Providence's operation of the Health Care Facilities pursuant to this Agreement, except where such claim, liability or obligation arises from Providence's negligence or material breach of this Agreement.
- (b) During the term of this Agreement, the City shall not assume or be liable for any claim, liability or obligation arising from the Health Care Facilities, except where (i) otherwise provided or contemplated during this Agreement, or (ii) such claim, liability or obligation arises from the City's negligence or material breach of this Agreement.
- (c) The Parties will defend, indemnify and hold each other harmless from any loss, claim or damage arising from the negligent acts and omissions of their respective employees, officers and agents, including negligence connected with performing their obligations under this Agreement. In the event that loss or damage results from the conduct of more than one Party, each Party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Alaska.
- (d) Providence shall have no obligation for, and the City shall indemnify and hold Providence harmless from and against, any and all liability with respect to any claims resulting from the negligence of the City or its agents or employees, or any claims arising out of acts or omissions which occurred prior to the Effective Date.

14. Assignment. This Agreement may not be assigned by Providence except in whole to an affiliate of Providence, as "affiliate" is defined in AS 10.06.990(2). Each and every provision of this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of Providence and the City.

15. Termination. This Agreement may be terminated as follows:

- (a) Without Cause. Either Party shall have the option, in its sole discretion, to terminate this Agreement by giving the other Party at least twelve (12) months prior written notice of termination.
- (b) Termination by Providence Based on Religious and Ethical Directives. Providence shall not be obligated to provide any services at the Health Care Facilities that are in conflict with the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as "*The Ethical and Religious Directives for Catholic Health Care Services*," as amended from time to time. Providence shall at all times have the right, power and duty to operate the Health Care Facilities in accordance with, and to make decisions that in Providence's reasonable discretion are necessary or desirable to comply with such Mission and Core Values. If at any time during the Term, as a result of changes to federal or Alaska law or regulations, Providence shall be required to operate the Health Care Facilities in a manner that is not consistent with such Mission and Core Values, then at its option, Providence may terminate this Agreement upon sixty (60) days advance written notice.
- (c) Termination for Cause.
- 1) In the event of a material breach of this Agreement by either Party, other than as described in Section 15(c)(2)-15(c)(5) below, this Agreement may be terminated for cause by providing written notice to the breaching Party, describing the breach that has occurred. The breaching Party shall have thirty (30) days from receipt of such notice to cure the breach and provide evidence of the cure to the other Party. This cure period may be extended by mutual written agreement. If the breach is not cured during such cure period to the reasonable satisfaction of the non-breaching Party, the Agreement will terminate thirty (30) days following the end of the cure period.
 - 2) This Agreement shall automatically terminate, unless otherwise agreed to by both Parties, in the event either Party files a petition in voluntary bankruptcy, makes an assignment for the benefit of creditors, or takes any other action voluntarily or involuntarily under any state or federal statute for the protection of its debtors.
 - 3) This Agreement may be terminated immediately if: (i) either Party attempts to limit or otherwise avoid its obligations set forth in Section 13 of this Agreement; (ii) either Party becomes debarred, suspended or otherwise ineligible to participate in any federal or state health care program, including the Medicare and Medicaid programs; or (iii) the City may immediately terminate this Agreement if it is determined that Providence is in breach of Section 22.

- 4) The dissolution or liquidation of Providence, other than as the result of merger, affiliation, or consolidation under conditions permitting continued full compliance with the terms of this Agreement, shall be cause for termination by the City.
- 5) The cessation by Providence of use of the Health Care Facilities for the purposes contemplated hereunder for a period of thirty (30) consecutive days, except for periods when the same may be untenable or where Providence is prevented from carrying out such operations due to circumstances beyond its reasonable control (e.g., war, government enactment, public disaster), shall be cause for termination by the City, and no pro-rated portion of the Annual Fixed Fee shall be owed following such cessation of use.

16. Winding Up. Upon the termination or expiration of this Agreement, the following procedure shall be followed after the effective date of expiration or termination ("Termination Date"):

- (a) Providence shall work cooperatively with the City to facilitate a smooth transition of the operation/management of the Health Care Facilities.
- (b) The City shall retain as its property any equipment at the Health Care Facilities as of the Termination Date to the extent that such equipment was acquired with the City's funds. The City may purchase, free and clear of any encumbrances, any equipment owned by Providence and used and located primarily at the Health Care Facilities at its then net book value. Notice of the City's exercise of this option shall be effected by notice given at any time before the Termination Date. Providence shall have the right to remove from the Health Care Facilities, at its expense, any or all equipment owned by Providence that the City has not elected to retain under this paragraph.
- (c) Consistent with the terms of Section 22, Providence shall give the City, or such other person identified by the City, all records required for continued operations of the Health Care Facilities, provided that the City shall ensure that the recipient of any such records complies with, and takes such steps as may be necessary to permit the transfer of such records under, applicable federal or state laws and rules governing the security and the confidentiality of individually identifiable patient healthcare information.
- (d) The Parties shall cooperate so that all licenses and permits incident to operation of the Health Care Facilities can be transferred or changed to an operator identified by the City, including, but not limited to

transfer of ,or change in information on, permits for and inventories of alcohol, narcotics and dangerous drugs. Providence will file a final cost report within forty-five (45) days after termination.

- (e) All accrued revenues and expenses related to the ordinary course of business of the Health Care Facilities shall be the City's. Such expenses shall include any fees owed to Providence under this Agreement and an amount equal to the final biweekly payroll costs. Subject to Section 8 of this Agreement, the City shall not be responsible for (i) accrued but unused leave related to Providence employees rendering services to the Health Care Facilities, except to the extent that such leave was earned during the term of this Agreement; and (ii) sick leave earned prior to the Term of this Agreement. Subject to Section 8 of this Agreement, the City shall be responsible only to pay the regular pension, insurance, and retirement contributions related to Providence employees rendering services to the Health Care Facilities during the Term of this Agreement, but not to pay additional pension benefits, retirement benefits, or any other claims, obligations or liabilities with respect to Providence's employees.

17. Notices. Any notice permitted or required hereunder shall be in writing and shall be deemed given on the date delivered in person, sent by electronic mail or fax, or deposited in the United States certified or registered mail, postage prepaid, and addressed as follows:

To the City: City of Valdez
 P.O. Box 307
 Valdez, Alaska 99686
 ATTN: City Manager
 Fax: 907.835.4313

To Providence: Providence Health & Services - Washington
 dba Providence Health & Services Alaska
 3200 Providence Drive
 P.O. Box 196604
 Anchorage, Alaska 99519-6604
 ATTN: Chief Executive, Alaska Region
 Fax: 907-212-2884

Such addresses may be changed by either Party by ten (10) days prior written notice to the other Party.

18. Authority. Each individual executing this Agreement on behalf of Providence or the City represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, that all actions by such organization have been taken to authorize execution, delivery and performance of this Agreement, and that this Agreement is binding upon such Party. The individuals signing on behalf of Providence further

warrant and represent that they are authorized to act on behalf of Providence in all matters relating to this Agreement.

19. Representations and Warranties of Providence. As of the Effective Date, Providence hereby represents and warrants to its knowledge as follows:

- (a) Providence is a Washington non-profit corporation in good standing under the laws of the State of Washington and authorized to do business in Alaska.
- (b) Providence has full corporate power and authority to carry on its business as now conducted and to enter into this Agreement. The execution and delivery of this Agreement has been authorized by proper corporate action, and this Agreement constitutes a valid and legally binding obligation of Providence.
- (c) Except as may have already been obtained, no consent or approval of any trustee or holder of any indebtedness or obligation of Providence, and no consent, approval, permission, authorization, order, or license of any governmental authority, is required to be obtained by Providence for the execution and delivery of this Agreement or any other instrument or agreement required of Providence under this Agreement.
- (d) Providence is not subject to any charter, bylaw, or contractual limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents Providence from entering into this Agreement or from performing any of its obligations hereunder.
- (e) Neither the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions hereto, materially conflicts with, violates, or breaches any charter, bylaw, or stock provision of Providence, any of the material terms, conditions, or provisions of any indenture, instrument, or agreement to which Providence is a party or by which Providence is bound, any statute, rule or regulation, or any judgment, decree, or order of any court or agency binding on Providence, or constitutes a default under any of the foregoing which has not been waived or consented to in writing by the appropriate party or parties, or results in the creation or imposition of any lien, charge, security interest, or encumbrance of any nature whatsoever upon any of the property or assets of Providence not permitted under the terms of any restriction, agreement, instrument, statute, governmental rule or regulation, court order, judgment, or decree.

- (f) To the knowledge of Providence, there is no action, suit, proceeding, inquiry, or investigation by or before any court, governmental agency, or public board or body pending or threatened against Providence which (i) affects or seeks to prohibit, restrain, or enjoin the execution and delivery of this Agreement, (ii) affects or questions the validity or enforceability of this Agreement, or (iii) questions the power or authority of Providence to carry out the transactions contemplated by, or to perform its obligations under, this Agreement.
- (g) When duly executed, this Agreement will be enforceable against Providence according to its terms, except as may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally as amended from time to time.
- (h) Any certificate signed by an officer of Providence duly authorized to execute such certificate and delivered pursuant to this Agreement shall be deemed to be a representation and warranty by Providence as to the statements made therein.
- (i) The execution, delivery, or performance of this Agreement or consummation of the transactions contemplated by this Agreement or compliance by Providence with any of the provisions of this Agreement will not violate any statute (including Alaska's Certificate of Need laws), rule, regulation, ordinance, code, order, judgment, ruling, writ, injunction, decree, or award.

20. Representations and Warranties of the City. The City hereby represents and warrants that neither the execution, delivery nor performance of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor compliance by the City with any of the provisions of this Agreement, will:

- (a) Violate or conflict with any provision of Valdez's City Charter or any Valdez City Council resolution;
- (b) Violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any material contract, plan, indebtedness, note, bond, indenture, security or pledge agreement, commitment, license, lease, franchise, permit, agreement, or other instrument or obligation (i) to which the City is a party or (ii) by which the assets relating to the Health Care Facilities are bound; or

- (c) Violate any statute (including Alaska's Certificate of Need laws), rule, regulation, ordinance, code, order, judgment, ruling, writ, injunction, decree or award.

21. Parties in Interest. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, other than the Parties hereto, any right, remedy or claim, legal or equitable, under or by reason of this Agreement, this Agreement being intended to be and being for the sole and exclusive benefit of the Parties hereto.

22. Confidential Information. Providence shall comply with all laws, regulations, directives or requirements in any form related to operating and managing hospitals and health care facilities, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the American Recovery and Reinvestment Act of 2009 ("ARRA"), and regulations adopted thereunder. The City shall not have access to Protected Health Information as defined by HIPAA, other than as provided for in Section 16. The City has read 45 C.F.R. 164.504(e), understands Providence's position is that 45 C.F.R. 164.504(e) applies to this Agreement, and that Providence therefore has the following obligations:

Providence agrees to hold all Protected Health Information that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information. Providence further agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of the HIPAA, including those provisions listed below. Providence may use and disclose Protected Health Information when necessary for Providence's proper management and administration (if such use or disclosure is the minimum necessary), to carry out Providence's specific legal responsibilities pursuant to this Agreement, or as required by law. Specifically, Providence agrees as follows to:

- (a) Maintain administrative, physical, and technical safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of Protected Health Information including implementing required and procedures with respect to Protected Health Information and the privacy and security rules implementing HIPAA, HITECH, or the ARRA;

- (b) Mitigate, if possible, any harmful effect known to Providence of a use or disclosure of Protected Health Information by Providence or any subcontractor of Providence;
- (c) Ensure that any subcontractors or agents to whom it provides Protected Health Information will agree in writing to substantially similar restrictions and conditions that apply with respect to such information;
- (d) Make available respective internal practices, books and records relating to the use and disclosure of Protected Health Information obtained pursuant to this Agreement to the Department of Health and Human Services or its agents;
- (e) Incorporate any amendments or corrections to Protected Health Information when notified that the information is inaccurate or incomplete;
- (f) Return or destroy all Protected Health Information obtained pursuant to this Agreement that Providence still maintains in any form and not to retain any such Protected Health Information in any form upon termination or expiration of this Agreement, if feasible or, if not feasible, Providence agrees to limit any uses of Protected Health Information after this Agreement's termination or expiration to those specific uses or disclosures that make it necessary for Providence to retain the information;
- (g) Ensure applicable policies are in place for providing access to Protected Health Information to the subject of that information;
- (h) To report to the City, by no later than thirty (30) days, any acquisition, access, use or disclosure of Protected Health Information, including successful breaches of unsecured Protected Health Information, which is not provided for in the Agreement, and if requested by the City, to report unsuccessful security incidents; and
- (i) Make Protected Health Information and an accounting of disclosures available to the individual who is the subject of the information, to the extent required by HIPAA/HITECH or the ARRA.

Breach of this section shall be considered material.

23. Access to Books and Records. Pursuant to 42 U.S.C. § 13995x(v)(1), until the expiration of four (4) years after the furnishing of services under this Agreement, Providence shall make available, upon written request

by the City, the Comptroller of the United States Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the services furnished by Providence under this Agreement. If Providence carries out any of its duties under this Agreement through a subcontract, with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization of Providence, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or upon request by the City, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records as are necessary to verify the nature and extent of such costs.

24. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the operation of the Health Care Facilities. Any prior representations and agreements are of no effect. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or Providence unless reduced to writing and executed by the Parties.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, and venue for all disputes shall be in Anchorage, Alaska.
- (c) If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons and circumstances shall be valid and enforceable to the fullest extent permitted by law.
- (d) The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.
- (e) The Parties have agreed to form a Health Advisory Council ("HAC"), which shall be comprised of those members as specified in the Health Advisory Council's Bylaws, as currently in effect or hereinafter amended. During the Term of this Agreement, one HAC member will be eligible to participate as a voting member on the Providence Alaska Region Community Ministry Board, which will vote on the operations of the Health Care Facilities. Such person is designated by the Chairperson of the HAC and its

members, but must be approved by Providence. The Parties hereby acknowledge and agree that Providence may require the City to replace its appointee to the Providence Alaska Region Community Ministry Board at any time during the Term of the Agreement. In such event, any such replacement shall be designated by the City, on the recommendation of the HAC Chairperson, and subject to approval by Providence. The City may replace its appointees to the HAC at any time during the Term of the Agreement, provided it provides Providence with at least thirty (30) days advance written notice of such action, and identifies in such notice the replacement person or persons. During the Term of this Agreement, the HAC will provide feedback and guidance to Providence regarding the operation of the Health Care Facilities, provided, however, that all such guidance received shall be non-binding and advisory in nature only.

- (f) Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm, or corporation, other than the Parties hereto, any right, remedy or claim, legal or equitable, under or by reason of this Agreement, this Agreement being intended to be and being for the sole and exclusive benefit of the Parties hereto.
- (g) Nothing in this Agreement, and no performance of either Party hereunder shall cause the relationship of the Parties to be that of principal and agent, partners, or joint ventures, or cause the Parties to be associated in any manner other than as independent contractors. Each Party shall be solely responsible for the workers' compensation, retirement, insurance or other benefits, if any, afforded to their respective employees.
- (h) The Parties to this Agreement will perform their obligations hereunder consistent with applicable federal, state and local laws.
- (i) The representations, warranties, and covenants of each Party set forth in this Agreement, including, without limitation, the indemnities and obligations provided for in Sections 5(f), 10(e)-(f), 13, 16, 19, and 20 are separate and distinct obligations of the respective Party, independent of that Party's obligations otherwise provided herein, and shall continue in effect after any termination or expiration of this Agreement, until the completion of those obligations or the expiration of the applicable statute of limitations (with extensions) relating to the causes of action at issue, as applicable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

SIGNATURES:

**PROVIDENCE HEALTH & SERVICES - WASHINGTON
dba Providence Health & Services Alaska**

By: Bruce Lamoureux
Bruce Lamoureux

Its: Vice President/Chief Executive Officer,
Providence Alaska Region

Date: 1-14-2015

CITY OF VALDEZ

By: John Hozey
John Hozey
Its: City Manager

Date: 12/18/14

By: Larry Weaver
Larry Weaver
Its: Mayor

Date: 12/30/14

ATTEST:

Sheri L. Pierce
Sheri L. Pierce, CMC/AAC, City Clerk

APPROVED AS TO FORM:

A.S.F.
Attorney for the City of Valdez

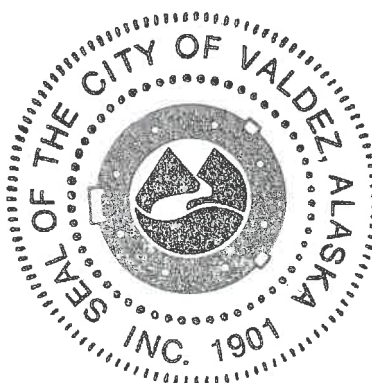


EXHIBIT A

Working Capital and Supplement Calculation Methodology

Daily Operating Expense Calculation:

Providence will calculate the total value of one (1) day's operating expenses as follows and report this to the City with each annual budget request:

Actual audited operating expenses for the Health Care Facilities for the two (2) immediate preceding years will be averaged together and then divided by three hundred sixty-five (365) days to obtain a base daily number. This base number will then be adjusted for inflation by six percent (6%). This inflation adjusted daily value will be used to determine the adequacy of cash balances for compliance with Section 6 of this Agreement.

Annual City Supplement Calculation:

Providence will calculate the annual City supplement for the Health Care Facilities using the following methodology:

1. Providence prepares a detailed annual operating budget approximately four (4) months before the beginning of the new fiscal year.
2. Assumptions and forecasts are made about the Health Care Facilities' operations (number of patient visits, reimbursement rates, operating expenses, price increases, etc.) for the coming year, as well as gross revenue, contractual deductions and expenses. Rationale supporting these assumptions and forecasts (i.e. historical trends, etc.) will be reported to the City each year.
3. A resultant net profit or net loss is projected for the upcoming fiscal year.
4. If a net profit is projected the City will not supplement the Health Care Facilities, and excess profits will be used in conformance with Section 6 of this agreement.
5. If a net loss is projected the City will supplement as follows:

Gross Revenue	\$X
Less: Contractuals	\$Y
Less: Expenses (excluding Depreciation)	<u>\$Z</u>
City Supplement Amount (X – Y – Z)	Total

Note: The Annual Fixed Fee is separate from the City supplement calculation and will be paid each year except as provided in Section 6(e).

EXHIBIT B

Insurance Deductible & Co-Insurance Amounts

Pursuant to the Agreement, Providence has agreed to procure or provide certain insurance coverage in connection with its operation of the above facilities on behalf of the City (described herein and in Section 12), which are Reimbursable Expenses under the Agreement.

The facilities are:

- **Providence Valdez Medical Center**
A Critical Access Hospital and nursing home.
- **Providence Valdez Counseling Center**
A community mental health and substance abuse treatment and prevention agency.

The insurance coverage detailed below as in effect on the Effective Date will need to be acknowledged in writing by the following City officials, and information on annual increases in deductibles or premiums payable for such coverage, if any, shall be made available to the City upon request:

1. City Manager
2. Mayor
3. City Attorney

A. General and Professional Liability

Providence has a program of self-insurance that is fully funded to a 75% confidence level, confirmed by an actuarial consulting firm which specializes in self-insurance programs for healthcare entities. This program will cover up to \$10 million per claim with a \$55 million annual aggregate for all negligent acts of Providence employees within the course and scope of their employment at the above facilities throughout the Term of this Agreement. No tail coverage will be required since this program will remain in full force and effect. There is also an additional \$100 million in reinsurance coverage for General and Professional Liability with "A-" or better Best Rated reinsurers. Providence will keep this or similar coverage in full force and effect.

Insurance-related Reimbursable Expenses will be calculated based upon a System-wide premium allocation formula, which factors in loss payments and open reserves. Insurance has been purchased for the purpose of lowering the amount considered in the premium allocation formula. The premium allocation formula will be presented and explained by Providence Health & Services Alaska's Chief Financial Officer.

The deductible amount is \$-0-.

B. Automobile Coverage

Providence maintains self-insurance coverage for any Providence-owned automobiles. The System-wide premium is calculated per year, per vehicle, including excess insurance. Premiums will vary each year and **renewals occur on June 1 of each year**. Additional premium will be required if there are more or new vehicles subject to coverage. Providence Commercial Reinsurance Coverage sits on top of the self-insurance automobile policy as set for the above.

The deductible amount for this coverage as of the Effective Date is **\$2000** per event, but will increase to \$5000 per occurrence on June 1, 2015.

C. Property / Earthquake Insurance

Providence has replacement value property / earthquake coverage (contents and business interruption) with an “A-” rated carrier. The City will cover and separately insure the structures and buildings.

For most losses, the deductible amount for this coverage as of the Effective Date is **\$500,000**, with a formula-driven (5% of the total values at risk, subject to a minimum of \$500,000) earthquake deductible for any Alaska location.

D. Helipad Coverage

This Providence coverage of up to \$20,000,000 is placed with a commercial insurer, and is based on the number of anticipated helipad landings.

Premium cost is allocated to the facility based on the number of landings. The deductible amount for this coverage is **\$-0-**.

E. Directors and Officers

Providence has commercial coverage through an “A” rated carrier. This policy covers all Providence Director and Officer malfeasance or non-feasance (except illegal or intentional wrong), with a deductible of \$500,000 per claim, as of the Effective Date. The policy also covers employment practices above \$750,000 per claim (including defense costs); amounts above \$250,000 per claim (including defense costs), up to \$750,000 per claim (including defense costs) are covered by the Providence Self-Insured Trust. There are separate deductibles and limits for class actions and antitrust.

The applicable deductible amounts for this coverage as of the Effective Date are:

D&O	\$500,000 for the facility (however this depends on the allegation; in some instances, such as an antitrust allegation there is also a co-insurance amount that is the responsibility of the facility.)
EPL	\$500,000 (\$1,000,000 for physician claims)
Antitrust	\$1,000,000
Class Actions	\$1,500,000

F. Crime (Employee Theft)

Commercial crime coverage is provided through a commercial insurer. The deductible amount for this coverage as of the Effective Date is **\$500,000**.

G. Fiduciary (Employee Benefits.)

Commercial coverage is provided through a commercial insurer. The deductible amount for this coverage as of the Effective Date is **\$100,000**.

H. Workers' Compensation

Providence has a fully funded self-insured trust for its workers' compensation liabilities. There is excess coverage above \$1 million per claim.

Premium allocation will be adjusted by Providence during the year according to loss payments and open claim reserves. Additional information can be obtained from System Risk.

The deductible amount for this coverage is \$-0-.

THIS AMENDMENT NO. 1 TO
MANAGEMENT AND OPERATING AGREEMENT
BETWEEN THE CITY OF VALDEZ
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON
DBA PROVIDENCE HEALTH & SERVICES ALASKA

This Amendment No. 1 ("Amendment No. 1") to the Management and Operating Agreement ("Agreement") between the City of Valdez ("City") and Providence Health & Services-Washington dba Providence Health & Services Alaska ("Providence") is made this 1st day of January, 2016. Providence and the City may be referred to in this Amendment as a "Party" or, collectively, as the "Parties."

RECITALS

WHEREAS, the City and Providence are Parties to a Management and Operating Agreement ("Agreement") which became effective January 1, 2015 and which expires December 31, 2019; and

WHEREAS, said Agreement provides for Providence's management of Providence Valdez Medical Center, the Valdez Extended Care Center, and the Valdez Counseling Center (collectively, the "Health Care Facilities"); and

WHEREAS, said Agreement authorizes Providence to employ or otherwise retain and maintain responsibility over all personnel that are reasonably necessary and appropriate for the operation of the Health Care Facilities, except for building, grounds, and maintenance staff; and

WHEREAS, the City has retained authority under the Agreement for employment and oversight of personnel responsible for buildings, grounds, and maintenance at the Health Care Facilities, but has found it increasingly resource-intensive to maintain operational aims and meet regulatory standards as the Health Care Facilities buildings and grounds have aged; and

WHEREAS, Providence has expertise and economies of scale to capably address the needs of the aging buildings and grounds, and the Parties share an ongoing commitment to cooperate in the sharing of resources to further the ends of improving healthcare in the community and to seek cost efficiencies that will assist in preserving and maintaining the Health Care Facilities' buildings and grounds; and

WHEREAS, as a result of the above, the Parties desire to amend the Agreement to allow Providence rather than the City to hire, train, supervise, fire, and maintain oversight over those personnel responsible for buildings, grounds and maintenance at the Health Care Facilities.

AMENDMENT

NOW THEREFORE, the parties hereby agree as follows:

1. **Revised Section 1(a) (8):** Section 1(a)(8) to the Agreement is hereby amended and replaced in its entirety as follows:

8) Employ or otherwise retain and shall be responsible for selecting, hiring, training, supervising, and firing all management, professional, administrative, clerical, secretarial,

bookkeeping, accounting, payroll, billing and collections, clinical staff, buildings, grounds and maintenance staff, and other personnel that are reasonably necessary and appropriate for the operation of the Health Care Facilities. Health Care Facilities will maintain parity with geographically competitive market wages, using City of Valdez and related salary scale data to establish salaries for employed personnel.

2. **Revised Section 1(a) (13):** Section 1(a)(13) to the Agreement is hereby deleted in its entirety.

3. **Renumber Sections 1(a)(14)-1(a)(18):** Sections 1(a)(14)-1(a)(18) shall be renumbered as Sections 1(a)(13)-1(a)(17).

4. **Revised Section 1(c) (5):** Section 1(c)(5) to the Agreement is hereby amended and replaced in its entirety with the following:

5) Costs associated with maintaining the functional and safe operating conditions, consistent with applicable federal or state statutes, rules, and requirements, of the City-owned real property and capital assets located on the Health Campus, including but not limited to building painting, roofing, siding, plumbing, heating, fire safety, lighting/electrical, and ventilation systems, or other maintenance or repairs.

5. **Revised Section 8:** Section 8 to the Agreement is hereby amended and replaced in its entirety with the following:

8. **Employment.** All personnel of the Health Care Facilities during the term of this Agreement shall be employees of Providence, with the exception of certain temporary labor required from time to time to sustain operations, and EMS personnel employed by the City or other third parties. Providence shall adopt its own employment policies and procedures. Providence agrees to select and hire an individual to serve as the Administrator of the Health Care Facilities (the "Administrator"). The City shall have the right to participate in, and ask for a review process regarding, the selection of an Administrator. The Administrator shall be Providence's primary representative with respect to Communications to the City. All of Providence's employee costs related to the provision of services under this Agreement are deemed to be Reimbursable Expenses, except as otherwise noted in Section 4.

6. **Capitalized Terms.** All capitalized terms in this Amendment shall have the same meaning given to such terms in the Arrangement unless otherwise specified in this Amendment.

7. **Continuation of Arrangement.** Except as specifically amended pursuant to the foregoing, the Arrangement shall continue in full force and effect in accordance with the terms in existence as of the date of this Amendment. After the date of this Amendment, any reference to the Arrangement shall mean the Arrangement as amended by this Amendment.

The Parties have executed this Amendment on the date first above written.

CITY OF VALDEZ:

RECOMMENDED:

By: Dennis Ragsdale
Dennis Ragsdale
City Manager

Date: 2-11-16

**PROVIDENCE HEALTH & SERVICES
- WASHINGTON dba Providence Health
& Services Alaska**

By: Bruce Lamoureux
Bruce Lamoureux
Vice President/Chief Executive

Date: 2-10-16

APPROVED:

By: Larry Weaver
Larry Weaver
Mayor

Date: 02/25/2016

ATTEST:

By: Sheri L. Pierce, MMC
Sheri L. Pierce, MMC
City Clerk



APPROVED AS TO FORM:

Brena, Bell, & Clarkson, P.C.
Attorney for the City of Valdez

By: Anthony Guerriero
Anthony Guerriero

**ADDENDUM NO. 2 TO
MANAGEMENT AND OPERATING AGREEMENT**

This Addendum relates to the Management and Operating Agreement with effective date January 1, 2010, executed by the undersigned parties (the "Agreement").

The parties hereby agree as follows:

There shall be a new Exhibit D, as attached, added to the Agreement.

This Addendum shall be effective as of September 1, 2013. Except as otherwise specifically provided herein, the terms of the Agreement shall remain in full force and effect. This Addendum shall be attached to and incorporated into the Agreement.

**Providence Health & Services Washington d/b/a
Providence Health & Services Alaska**

By

Bruce Lamoureux

Its

SVP/CEO

Date

11-22-2013

The City of Valdez

By

[Signature]

Its

CITY MANAGER

Date

12/2/13

EXHIBIT D

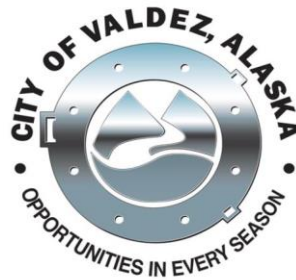
Necessary Training for Providence and City Personnel

1. As with current Operating Practices, EMS crew on duty, may enter hospital premises to perform their job functions in transporting, escorting, assisting and when called upon to respond to emergencies at the Medical Center.
2. Beyond the regular practice of their responsibilities to transport and hand-off patients to the Medical Center staff, specified EMS staff, with their supervisor/trainer may be located at the Medical Center to take advantage of education or training opportunities, as long as medical and staff routines can be carried out without disruption.
3. In order for EMS crew to be present on hospital premises beyond their usual routine of transporting and escorting patients, the Privacy Officer will ensure that each individual has signed a Confidentiality and Privacy agreement.
4. All EMS personnel will comply with the policies and procedures that dictate their practices except if there is conflict between agency policies at which time, reconciliation will be made among the Heads of the departments to ensure standardization of practice and safety of patients/personnel are prioritized at all times.
5. EMS crew will respect and follow the Chain of Command for decision making as it relates to their own supervision and in working with Medical Center personnel.
6. Hospital staff will perform all required duties as outlined in their job description and will not delegate any such duties to non-employed staff.
7. EMS staff may only perform functions on Medical Center's patients when there are physician orders written specifically for their patients to allow for EMS personnel to perform these clinical tasks (eg. Draw blood work; intubate; start IV's, etc) on them.
8. All patients who are subjects of their training will be consulted for their consent to allow for training to occur with them.
9. EMS Instructors are welcomed to train Medical Center staff and physicians to their modalities, equipment and methodologies in early response scenarios. They are welcomed to join into certification offerings such as BLS, ACLS, PALs and NRP at the Medical Center. Together with Medical Center staff, they are able to access educational resources and pertinent offerings.

10. Due to the irregularity of EMS activation and type, any hospital staff seeking to have more exposure to EMS protocols in early response, or to ride with them during their responses will have to arrange it on their own time.
11. Prior to escorting a patient in an Ambulance during a Medivac, Medical Center staff will be provided with an orientation of the rig and protocols necessary to provide safe care for the patient during the transport.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, January 16, 2018

6:00 PM

Work Session (Museum) & Regular Meeting

Council Chambers

City Council

WORK SESSION AGENDA - 6:00 pm
Work Session: Valdez Museum Project

Minutes not transcribed for work sessions. Audio available online or by request.

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

Mayor Knight called the meeting to order at 7:03 p.m. in Valdez City Council Chambers.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: 7 - Mayor Ruth E. Knight
Council Member Nate Smith
Council Member Christopher Moulton
Council Member Lon Needles
Council Member Jim Shirrell
Council Member Dennis Fleming
Council Member Darren Reese

Also Present: 4 - City Manager Elke Doom
City Clerk Sheri Pierce
Records Manager Shelley McMillen
City Attorney Jake Staser

IV. APPROVAL OF MINUTES

1. City Council Regular Meeting Minutes of January 2, 2018

City Council regular meeting minutes of January 2, 2018 were approved as presented.

V. PUBLIC BUSINESS FROM THE FLOOR

Mr. Dan O'Connor, Campus Director of Prince William Sound College (PWSC), presented his plans to collaborate with the City to expand workforce training opportunities for high school and college students in Valdez. The College plans to develop new coursework in construction to offer students the opportunity for workplace training while filling necessary gaps in the town's labor force.

Mr. O'Connor explained he would like to see the program operated similarly to the College's Certified Nursing Assistant (CNA) and Registered Nurse (RN) programs by partnering with the City, local contractors, and other branches of the University of Alaska, to teach credit and non-credit courses. Mr. O'Connor emphasized the need for collaboration of resources, acknowledging the vital role Providence Valdez Medical Center and the Valdez School District have played in the success of the College's programs. In addition, Mr. O'Connor stated PWSC also developed emergency management coursework and has begun training young people in emergency response. This training was intended to provide students with an enriched educational experience while developing a valuable community asset in the event of disaster.

Mr. O'Connor explained his vision for devising a construction education program. The College wanted to develop apprenticeships to train students in the basics of

construction, much like Habitat for Humanity. Mr. O'Connor announced he is scheduled to meet with the University of Alaska Anchorage, Providence Hospital, and the Valdez School District to discuss the potential of diversifying the College's programs. He explained the construction program had already been partially funded by grants through the University of Alaska and the U.S. Department of Labor. Mr. O'Connor said he also expects to receive support from Chugach Alaska Native Corporation and Edison Chouest Offshore Company, both of whom have expressed interest in investing in workplace training for students.

Council Member Needles was enthusiastic about the proposed program and asked if it was possible for students in Valdez to apprentice under the City's Building Maintenance Department. He also offered his support on the College's efforts to diversify their education programs. Council Member Shirrell expressed support for Mr. O'Connor's plan, adding that the College's RN and CNA programs have both had a positive impact on Providence Hospital and the Valdez community. Council Member Shirrell saw great value in developing a local workforce and added he would also like to see marine education and auto repair included on the program list.

Mayor Knight expressed appreciation over the grants PWSC received for the construction program, adding she would like the School District and the City to assist the College as needed. She asked how many slots PWSC had for their CNA program. Mr. O'Connor replied there were five students currently studying to become CNAs. Mayor Knight asked if five students was the maximum the College could accommodate. Mr. O'Connor explained that providing the appropriate number of clinical experiences for their students was a challenge due to the town's small population and relatively inactive emergency room. The College was working with Providence Hospital to develop alternative training solutions, including using special equipment and simulated training to provide an adequate learning experience for PWSC CNA students.

Mayor Knight stated a few years prior the College had explored the option of creating more openings in their nursing program and asked if this would be something they would be interested in accomplishing in the future. Mr. O'Connor explained the College would create more openings if Providence Medical Center had a need for CNAs and RNs and could support an increase in adequate clinical experience for students. Council Member Moulton asked if students currently received offsite training for some of their clinical experience. Mr. O'Connor replied students do end up needing to travel to the University of Alaska Anchorage and Fairbanks for some training.

Mr. O'Connor referenced a construction program operating through University of Alaska Southeast in which high school students, college students, and volunteers had built several homes. He said the University of Alaska Southeast is willing to collaborate with PWSC and help them develop a similar construction training program and support them through the process. Mr. O'Connor said he had also been in contact with the Cold Climate Research Center at University of Fairbanks Alaska and they had agreed to offer workshops and demonstrations to help PWSC design cold climate research houses. Mr. O'Connor said he would love to see Valdez have a model home with cold climate technology and envisioned a development destination for people interested in learning how energy efficient construction could be completed in cold climates.

Council Member Moulton expressed his support for the construction curriculum concept and urged the College to reach out to local contractors as well as the City to include them in the planning discussion. Council Member Smith requested updates from the College as the programs at PWSC expand. Mr. O'Connor added program design was the next phase and stated the College would update Council on their progress.

VI. CONSENT AGENDA

1. **Approval of Beverage Dispensary License Renewal - Landing Lights LLC, dba Puddle Jumpers Saloon**
2. **Approval to Go Into Executive Session Regarding Pending Litigation Strategy**

MOTION: Council Member Smith moved, seconded by Council Member Moulton to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

VII. NEW BUSINESS

1. **Approval of Professional Services Agreement with Parker, Smith, & Feek for Employee Benefits Consulting Services in the Amount of \$55,000**

MOTION: Council Member Smith moved, seconded by Council Member Moulton, to approve Professional Services Agreement with Parker, Smith, & Feek for Employee Benefits Consulting Services in the amount of \$55,000. The motion carried by the following vote after the following discussion occurred.

Council Member Shirrell said he would like to see a provision in the contract that assigned specific consulting firm representatives to the City's account. He said he would like Council to have the opportunity to discuss selection of the account manager, should that person change. The current agreement allowed the contractors to change the account manager at any time, something he felt was not in the City's best interest.

Mayor Knight asked if Council was interested in amending the agreement to include this stipulation. She added the project consultants she had spoken to during the interview process were adamant they would familiarize themselves with Valdez and commit to managing the account.

Mr. Brian Carlson, City Finance Director, added that although the account managers had worked together for upwards of fourteen years, if the stipulation was not written into the contract, the verbal agreement might as well not exist. Mr. Carlson added the contract renews annually and asked if Council would find it acceptable for him to include the clause in the next annual renewal of the contract. This would ensure that the design could get underway with the new broker. Council Member Shirrell agreed that waiting until the next annual renewal would be acceptable. Mayor Knight thanked Mr. Carlson for managing the agreement.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton,

Council Member Needles, Council Member Shirrell, Council
Member Fleming and Council Member Reese

VIII. ORDINANCES

1. #18-01 - Amending Title 6 of the Valdez Municipal Code Relating to Animals. First Reading. Public Hearing.

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Ordinance # 18-01, amending Title 6 Animals of the Valdez Municipal Code. First Reading. Public Hearing. The motion carried by the following vote after the following discussion occurred.

Council Member Shirrell asked what was driving the change for this ordinance. Mr. Staser replied it was part of the overall revision of the City Code. He said he had worked with the City Clerk's Office to ensure the ordinance was in compliance with state law and make obvious changes after discussions with the Valdez Animal Control Officer and Police Chief. The fine schedule included in the updated ordinance was intended to improve efficiency by preventing people from having to appear in court over minor offenses.

Mayor Knight added the amended ordinance would mean fines for those who feed the local bunnies, which would be classified as deleterious exotic wildlife under the new ordinance. Council Member Moulton asked if this addition would mean there was no closed season and no bag limit on hunting the rabbits. Mr. Staser replied this may be true, but there is no discharge of firearms within City limits, making this a non-issue. Council Member Moulton stated nets could be used to kill the rabbits. Chief Hinkle explained the ordinance changes were designed to improve efficiency and prevent minor offenses from clogging up the court system.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

IX. RESOLUTIONS

1. #18-01 - Accepting the 2017-2018 EMPG Grant from the Division of Homeland Security and Emergency Management in the Amount of \$24,750 and Approving Expenditure of Funds

MOTION: Council Member Moulton moved, seconded by Council Member Smith, to approve Resolution #18-01, accepting the 2017-2018 EMPG Grant from the Division of Homeland Security and Emergency Management in the amount of \$24,750 and approving expenditure of funds. The motion carried by the following vote after the following discussion occurred.

Council Member Needles said he was under the impression the City Fire Chief was responsible for Emergency Management. Mayor Knight replied that in the past this had been the case. Ms. Martha Barberio, City Economic Development Director, explained the assignment of the City's Emergency Manager position is in

transition. She stated in order to keep the program grant from expiring during the transition, she had volunteered to work with Fire Chief Tracy Raynor as the interim Emergency Manager.

Mayor Knight asked for clarification on the Emergency Manager's responsibilities, and if Ms. Barberio was responsible for managing Emergency Medical Services (EMS). Ms. Barberio replied the Emergency Manager does not handle EMS but serves as the director of the City's emergency response system in the case of a major disaster. Through the National Incident Management System, each department head is assigned a specific role in the event of a crisis. This allows for efficient task delegation and improved disaster response. The Emergency Manager utilizes the Federal Emergency Management Agency Incident Command System, a generalized emergency response program. Directors and staff are also required to take certification courses to prepare for a disaster event.

Mayor Knight asked if Ms. Barberio was the contact for this program. Ms. Barberio replied that she was, in concert with Police Chief Hinkle and Fire Chief Raynor. Ms. Doom clarified that once the Assistant City Manager began work, Ms. Barberio would train him to take over the position. Ms. Barberio was only committed to a six month period as Emergency Management Coordinator. It was hoped that by the time six months on the job had passed, the Assistant City Manager would be proficient enough to take on the role.

Council Member Shirrell stated that based on ICS structure, Ms. Barberio's could not be the incident coordinator in a large response. That role would fall to the City Manager or Assistant City Manager. He said he would like to see a robust ICS program with named individuals placed in specific role. Council Member Reese expressed gratitude to Ms. Barberio for stepping forward as temporary Emergency Management Coordinator and approved of the Assistant City Manager taking on long term emergency management duties.

Council Member Reese clarified the City would be responsible for matching the \$24,750 grant. Mayor Knight replied the City would be responsible for the match. Council Member Needles also expressed gratitude to Ms. Barberio for volunteering to create a plan and ensuring the City did not lose out on this grant funding. Ms. Pierce reminded the Council of the upcoming ICS training with the State of Alaska. She said in the past, the City had a robust ICS team in place, but with staff turnover there was now a need to train new employees.

Council Member Smith asked if the grant match was a budgeted item. Mr. Carlson replied the City had not budgeted explicitly for the match. However, when the City files for the match claim, the expenses could come from Ms. Barberio's departmental costs reflecting the time she spent on the emergency planning process. Council Member Smith asked if the grant match will be a line item for the following year's budget. Mr. Carlson replied it would. Council Member Smith said he wanted to ensure it was budgeted as a line item to prevent funds from being drawn from other programs. Ms. Barberio replied since the following year's grant would be applied for in July, the City would know if it was received in time for the annual budget process in the future.

Council Member Shirrell said he hoped the City would utilize the robust ICS training resources in Valdez through the U.S. Coast Guard and Alyeska Pipeline Terminal rather than sending individuals out of town or state to training. Mayor Knight reminded Council of the upcoming Arctic Eagle training and clarified Ms.

Doom will be in command during that training. Chief Raynor explained Arctic Eagle is primarily a military exercise and, thus the City will not be standing up a full emergency operations center. He stated, however, several City departments will be participating within the drill.

Mayor Knight requested a report on the drill at the next Council meeting. She also asked if the Assistant City Manager is aware he will be the Emergency Manager. Ms. Doom replied he is aware. She added the new Assistant City Manager, Phil Miller, would be starting work in early February.

Council Member Shirrell asked if there would be significant military presence in Valdez during the drill. Mr. Jeremy Talbott, City Ports & Harbor Director replied there would be a significant influx of National Guard and other military personnel and equipment. Council Member Shirrell said Arctic Eagle presented an economic opportunity for Valdez and asked if the City was organizing a welcoming event for exercise participants. Ms. Barberio replied she had asked the City Community Events Coordinator, Mr. Doug Desorcie, to develop a community event in association with the exercise. Chief Hinkle added Arctic Eagle would also host a community showcase of some of their equipment. Mayor Knight requested additional details at the next meeting.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

2. #18-02 - Adopting an Alternate Allocation Method for the FY17 Shared Fisheries Business Tax Program and Certifying That This Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 16: Prince William Sound

MOTION: Council Member Moulton moved, seconded by Council Member Reese, to approve Resolution #18-03 adopting an alternate allocation method for the FY17 Shared Fisheries Business Tax Program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 16: Prince William Sound. The motion carried by the following vote after the following discussion occurred.

Council Member Shirrell asked if this allocation was the same as the previous year. Mayor Knight and Mr. Talbot replied the total amount is not the same as last year as the allocation is based upon fisheries for that year. However, the amount reflects the same percentage split between the three involved communities. Council Member Shirrell asked what this funding would go towards. Mr. Talbot replied the money would go into the Harbor Fund along with the other main fisheries tax. Ms. Pierce clarified the total allocation of funds would be \$69,433.19, split three ways for the municipalities of Cordova, Valdez, and Whittier.

VOTE ON THE MOTION:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton,

Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

3. #18-03 - Adopting Terminal Tariff No. 100-18 and Terminal Rules & Regulations for the Port of Valdez

MOTION: Council Member Moulton moved, seconded by Council Member Smith, to approve Resolution # 18-03 adopting Terminal Tariff No. 100-18 and Terminal Rules & Regulations for the Port of Valdez. The motion carried by the following vote after the following discussion occurred.

Mr. Talbott requested an amendment to change the Terminal Rules & Regulations. He clarified the Port only wanted the terminal tariff to increase to \$0.15 per square foot per month, not \$0.25 as listed in the document. Council Member Shirrell asked why this amendment was requested. Mr. Talbot replied the Port did not want to make an extreme tariff increase and wanted to encourage revenue by remaining a preferred and cost effective option. He said the Port felt they could make up the cost in traffic volume. Council Member Shirrell asked how much decreasing from a \$0.25 to a \$0.15 tariff would reduce Terminal revenue. Mr. Talbot replied it would reduce revenue by approximately \$25,000-\$35,000 per year. He explained the Terminal was focusing on volume of traffic. Council Member Shirrell clarified the smaller price increase was intended to create an incentive. Mr. Talbot confirmed the reduced price would be an incentive for choosing Valdez.

Mayor Knight asked if this tariff change would apply to the upland storage. Ms. Jenessa Ables, City Port Operations Manager, clarified the Port would like to amend both the upland storage and the demurrage tariffs to the rate of \$0.15 per square foot per month.

MOTION TO AMEND: Council Member Shirrell moved, seconded by Council Member Reese to amend Resolution # 18-03 on page 19 under sections N (Demurrage) and O (Upland Storage) from the rate of \$0.25 to \$0.15 per square foot. The motion to amend carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION TO AMEND:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Council Member Smith said he appreciated the Port comparison in the Terminal Rules and Regulations. Council Member Shirrell asked if the changes were based on the recommendations of the City Ports and Harbor Commission. Mr. Talbott confirmed they were recommended by the Commission. Council Member Moulton asked if there was a mechanism through which the Port could determine if the theory that a lower tariff would increase Port traffic was accurate. Mr. Talbot replied the Port would be tracking traffic and compiling data.

VOTE ON THE MAIN MOTION AS AMENDED:

Yays: 7 - Mayor Knight, Council Member Smith, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

4. ~~**#18-04 – Amending the 2017 City Budget by Reducing Utility Fund Electricity Appropriations by \$30,000, and Transferring that Amount to Port Fund to Increase Port/Electricity Appropriations (Item administratively pulled from agenda and moved to the next regular City Council meeting.)**~~

X. REPORTS

1. **Report: Change Order to Pacific Pile & Marine, LP in the Amount of \$33,742.43 for the New Harbor Project.**

2. **Report: City Buildings - Mobile Generator Project Update**

Council Member Shirrell asked if the plan was to expand the mobile capacity of two permanent generators for the City well houses in order to support other locations. Mr. Nathan Duval, Capital Facilities Director, replied the Capital Facilities Department would install two mobile hookups to utilize the existing generators. He felt it was the best use of the public funds by building on existing infrastructure. He said there could be a reassessment of future need based on how frequently these generators are used.

3. **Report: Kelsey Dock Phase 1a Project Update**

Council Member Smith remarked it was good to see progress on the project.

XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. **City Manager Report**

Ms. Doom said she had recently met with Mr. O'Connor, Mayor Knight, and School District Superintendent Mr. Jim Nygaard to discuss collaboration on community educational programming. She said the group was enthusiastic about the grant PWSC had received for the College's construction education project and was looking forward to progressing with the program. She said they were set to meet again to determine how the City could best support the project. Ms. Doom said she had also attended several recent Ports and Harbor Commission meetings. The Commission had worked exceptionally hard to devise a new cost efficient fee structure and was working on becoming financially self sustaining.

Mayor Knight and Ms. Doom attended a Regional Citizen's Advisory Council teleconference meeting to determine how to move forward to protect local waterways and wildlife in the case of an oil spill or other disaster. Ms. Doom said efforts were still in process.

Ms. Doom also gave the Human Resources report, informing Council of her meetings with Human Resources Director Mr. Tim James to rework the evaluation process for employees. She said they were working with feedback from managers

and aiming to make the evaluation process more meaningful. She announced that Community Development Director Ms. Ann Marie Lain had resigned and her position was advertised. Ms. Doom said the City would begin interviewing for a new Information Technology (IT) Director in the coming week. Interim IT Director Mr. John Lynch is scheduled to give a report on the IT Department to Council next meeting. Council Member Shirrell asked if Mr. Lynch would be involved in interviewing for the new IT Director. The City Manager replied that Mr. Lynch would be involved to ask specific technical questions.

Council Member Smith asked for an update on the Kimley-Horn revisioning process. Ms. Barberio replied Kimley-Horn was making plans to visit Valdez in February. She said the firm's creative committee is meeting to work on taglines, logos, and branding components. Council Member Smith asked Ms. Doom to keep City Council and the community updated on the project's progress.

2. City Clerk Report

Ms. Pierce reminded Council of several upcoming work sessions. She stated Deputy Clerk Ms. Allie Ferko is out on maternity leave until late April. She explained Ms. Ferko would be telecommuting and working remotely during this time. She added the City Records Manager and front office employees were also assisting with some of Ms. Ferko's responsibilities in her absence.

Ms. Pierce said she would have the first draft of the new purchasing ordinance prepared for the next Council meeting. She said she would continue to work with the city attorneys to review the City Code and complete revisions. Council Member Smith asked which Code Sessions were being revised. Ms. Pierce replied the nuisance section, the abatement section, and anything Council expressed interest in revising would be reviewed. She said her department would revise Code sections and present them to Council during work sessions before developing new ordinances.

Council Member Shirrell asked if the City was planning on hiring an Abatement Officer. Ms. Doom replied the City was waiting until after the new Community Development Director was selected to hire the Abatement Officer. Council Member Shirrell asked if the Code revision would be put on hold until the City hired the Abatement Officer. Ms. Doom replied that City Code revision would begin without the new hire. Council Member Shirrell stated the Abatement Officer could provide expert insight on Municipal Code revision and might bring value to the process. He did not want the City to miss out on valuable input by not including the Abatement Officer in the Code updates. Ms. Doom said the new hire may have some insight to offer but typically, the Abatement Officer's role was to follow City Code, not necessarily revise it. Mayor Knight added there was nothing preventing the City from including the Abatement Officer's feedback in a later revision.

Council Member Moulton said he had worked with Ms. Lain to discuss the Code and potential revisions. He asked if input from their discussion would be considered when rewriting the Code. Ms. Pierce replied that it would be taken into account. She added that completing Code revision was a priority for her this year.

3. City Attorney Report

Mr. Staser elected to postpone his report until the Council's executive session when he would answer more nuanced questions about ongoing litigation. He said

he would give grounds for Executive Session before beginning the session.

4. City Mayor Report

Mayor Knight referenced her written report in which she discussed the C-Plan. She said there would be elaboration on this topic in Executive Session.

She stated a lack of office space for new City employees was something she wanted Council to keep in mind as an upcoming issue and to consider different options to save and create new work spaces.

Council Member Shirrell said he hoped to begin discussing the office space issue at the upcoming Fire work session. Council Member Fleming stated he would like to concentrate on getting the Fire Department operational at the work session instead of addressing City-wide office space needs. Council Member Moulton stated moving the Fire Department to a new building would open up space which could be used for other office space needs.

Mayor Knight asked Council if they would participate in the annual state lobbying trip in March on the dates City Lobbyist Mr. Hutchinson scheduled. Ms. Pierce requested a head count of Council members who would attend in order to coordinate reservations and travel arrangements.

Mayor Knight stated she had received a resignation email from Economic Diversification Commission Member Scott Hicks. She asked him to recommend someone to fill his position.

XII. COUNCIL BUSINESS FROM THE FLOOR

Council Member Smith thanked City staff for moving forward swiftly on new projects, adapting to changes in staffing, and working together efficiently. Council Member Needles reminded Council of an upcoming work session regarding the Valdez Senior Center to discuss resolving their car port and bird control issues. He added he would be attending the Juneau lobbying session. Council Member Reese asked for progress on the Robe River lot bid. Ms. Pierce replied the City had not received any bids and it will now be put up for sale over the counter.

Council Member Moulton expressed appreciation for the Santa Snowtown delivery organized by the Fire Department. He stated the 2018 Healthier You event would be hosted by PWSC this year. However, due to the College's status as a publically funded institution, they would be unable to provide gifts and incentives to participants. Council Member Moulton stated Prospector offered support for the annual event in the form of material incentives. Ms. Doom replied she would reach out to the College to see if they need City assistance for incentives in support of Healthier You.

XIII. EXECUTIVE SESSION

Council Members Smith and Fleming recused themselves from participating in Executive Session due to conflict of interest.

City Council transitioned into Executive Session at 8:26 p.m.

XIV. RETURN FROM EXECUTIVE SESSION

City Council transitioned out of Executive Session at 10:54 p.m.

XV. ADJOURNMENT

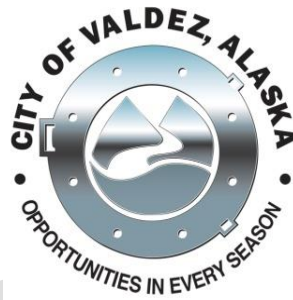
There being no further business, Mayor Knight adjourned the meeting at 10:55 p.m.

DRAFT

City of Valdez

212 Chenega Ave.

Valdez, AK 99686



Meeting Minutes - Draft

Monday, February 12, 2018

12:00 PM

Special Meeting

Council Chambers

City Council

SPECIAL MEETING - 12:00 PM**I. CALL TO ORDER**

Mayor Knight called the meeting to order at 12:02 p.m. in Valdez City Council Chambers.

II. ROLL CALL

Present: 4 - Mayor Ruth E. Knight
Council Member Lon Needles
Council Member Jim Shirrell
Council Member Darren Reese

Excused: 3 - Council Member Nate Smith
Council Member Christopher Moulton
Council Member Dennis Fleming

Also Present: 3 - City Manager Elke Doom
City Clerk Sheri Pierce
Records Manager Shelley McMillen

III. NEW BUSINESS

1. **Approval of Contract Award to Wolverine Supply, Inc. for Library Carpet and Paint Walls in the Amount of \$239,000.00**

MOTION: Council Member Reese moved, seconded by Council Member Needles, to approve the contract with Wolverine Supply, Inc. for Library Carpet and Paint Walls in the amount of \$239,000. The motion carried by the following vote after the following discussion occurred.

Council Member Reese asked how much mold was expected to be removed at the library and at what cost. Mr. Nathan Duval, Capital Facilities Director, replied the bid accounted an additional \$25,000 dollars for unexpected remodel costs. If the repair costs surpassed the amount of \$239,000, the money would be taken from that contingency fund. He said the project assumed 800 square feet of mold contamination, but because of excessive water damage at the site, the City was prepared for infection beyond that area.

Council Member Reese asked if the \$25,000 would cover all replacement costs for sheetrock, flooring, etc. Mr. Duval replied he was hopeful the replacements were accounted for in the bid, but the contingency fund of \$25,000 was intended to cover the difference if necessary. Council Member Shirrell asked if the mold had been tested to determine potential health consequences. Mr. Duval replied, while the mold was an irritant, it did not present a serious health hazard. Council Member Shirrell asked if the mold had been tested. Mr. Duval replied that it had, adding that because the roof had been replaced to prevent further leakage, the mold growth had been contained. Council Member Shirrell asked if there continued to be standing water in the basement of the library. Mr. Duval replied since the basement sub pump was replaced, there had not been standing water issues.

Council Member Reese asked what could be done to ensure they would not encounter this problem again. Mr. Duval replied the City might consider installing a second sub pump if the water were to become an issue. Mayor Knight asked if the project was still

set to begin on March 5th, even with the delayed vote on the contract. Mr. Duval replied the project was scheduled to begin on time but added the progress timeline was dependent on the potential discovery of further mold damage over the course of the renovation. He also mentioned the process of moving the book collection back into the facility could potentially stall a timely reopening of the library. Mayor Knight asked where the books would be stored during the renovation. Mr. Duval replied they would be located in the Building Maintenance side of the Museum Annex.

Mayor Knight expressed her desire to ensure the homeschool community in Valdez would have sufficient resources during the library closure. She asked if the Valdez High School library should be opened to the public to meet those needs. Council Member Reese clarified there would be no public access to the City library for the month of March. Mr. Duval confirmed there would be no access and the collection would be removed. Council Member Reese asked if there were alternative tasks for library employees to accomplish during the renovation. Mr. Duval replied they would be working on inventory during the closure, adding that the tight timeline was intended to ensure those employees could return to their regular work duties in a timely fashion.

Council Member Shirrell asked why there was a large volume of bids for this project. Mr. Duval replied it was mostly the competitive marketplace in the project sector. Council Member Shirrell asked if the contract was awarded based upon price. Mr. Duval confirmed this was the case. Council Member Shirrell said he would like to see a change in how City contracts are awarded. He explained he did not feel selecting the lowest price bidder was necessarily in the best interest of the City. Prior performance, experience, and how the contractor intends to address the scope of the contract are also important considerations. Mr. Duval stated ongoing changes to the City's procurement code would address those concerns. Ms. Pierce added she was working with Mr. Duval and City Attorney, Mr. Staser, to update the procurement code and felt that Council would be pleased with many of the suggested changes.

VOTE ON THE MOTION:

Yays: 4 - Mayor Knight, Council Member Needles, Council Member Shirrell and Council Member Reese

Absent: 3 - Council Member Smith, Council Member Moulton and Council Member Fleming

IV. ADJOURNMENT

There being no further business, Mayor Knight adjourned the meeting at 12:12 p.m.



MEMO

Date: February 20, 2018

To: City of Valdez Council

From: Patricia Relay, Valdez Museum & Historical Archive

Re: Disposal of the F/V Perry remains

Dear Valdez City Council:

This memo is to inform you that the Valdez Museum & Historical Archive will no longer pay for the storage of the remains of the F/V Perry, currently being stored at the shop of Boatwright Rodney Walters. As you may know, in 2014 Walters had surveyed the boat, then on display in front of the museum, and declared it to be a public safety hazard. In May 2015, the boat was stripped, and the wheelhouse and top front portion of the deck was salvaged, and brought to Walters' shop for storage. The thinking at the time was that those remaining portions would be saved until a new museum facility was built that allowed for a marine exhibit that included the Perry wheelhouse.

We have recently been informed that the yearly storage fee for the wheelhouse and deck portion will be increased from a \$900 annual fee to \$1,200. While the boat remains a City asset, it is no longer a part of the Valdez Museum collection, having been deaccessioned in 2010 due to the museum's inability to care for it to museum standards. Thus, the VMHA has been paying for the storage of a non-collection item no longer within its purview for the past three years. As the City Council has instructed VMHA to find ways to save on operating costs, this appears to be a regular expenditure that could be easily eliminated.

In addition to the increase in storage rental fees, we have also been informed that the condition of the salvaged portions of the Perry continue to deteriorate. The wood is subject to dry rot throughout. While the wood of the Perry remains could be treated for approximately \$10,000, the condition will continue to deteriorate unless they are placed into a proper storage facility with climate control. Given that the construction of a new museum facility is several years away, we believe that the continued preservation and storage of a non-collection item is against VMHA's financial interests. Pertinent items of historical interest from the Perry, such as the steering wheel, rudder, communications radio, nautical maps, etc., have been salvaged from the boat and are being cared for within the museum's collections. These artifacts, plus supporting documentation such as photographs, should be enough to provide content for an adequate exhibition in a new museum facility.

To consult Mr. Walters regarding recommended procedures for disposal of the vessel's remains, please contact him at 831-7833

Sincerely,

Executive Director
Valdez Museum & Historical Archive, Inc.

Alaska Sales and Service, CSV

1300 E 5th Ave.
Anchorage, AK. 99501
Telephone # 907-265-7530
Fax # 907-265-7507

SOLD TO: CITY OF VALDEZ

ADDRESS P O Box 307 602 W Egan
VALDEZ ALASKA 99686

INVOICE:

DATE: 2/1/2018

INVOICE ORDER

SALESMAN: B Westin

FAN # 817729
812617

MAKE	YEAR	MODEL	BODY STYLE	NEW OR USED
Chevrolet	2018	Silverade Crew Black	4X4 PICKUP	NEW
SERIAL NUMBER	REFERENCE	P O #		

OPTIONAL EQUIP. AND ACC. DESCRIPTION

NEW CAR- FACTORY INSTALLED:

Rotary 4WD & Boards added to Bid \$

POLICE TRUCK Black
\$975.00

NEW CAR- DEALER INSTALLED:

To Alaska Safety for

Bid Asst SOA 855773 /

Funds To:

ALASKA SALES AND SERVICE
1300 EAST 5TH AVENUE
ANCHORAGE AK 99501

PURCHASER'S SIGNATURE

THE PURCHASER ACKNOWLEDGES RECEIPT OF THIS CAR AND A COPY OF THIS INVOICE.

PRICE OF CAR:	\$32,965.00
DELIVERED PRICE:	
EXTRAS:	
OPTIONAL EQUIP. & ACC	
FACTORY INSTALLED:	\$975.00
DEALER INSTALLED:	
TOTAL CASH PRICE	\$33,946.00
FACTORY REBATE:	
DOWNPAYMENT	
USED CAR:	
YEAR	MAKE
MODEL	BODY
LICENSE NO#	
Document Fees	\$0.00
LICENSE & TITLE FEES:	\$25.00
Balance Due	\$33,971.00

Keys
Balance Due \$ 34,211.00

NC MACHINERY



March 13th, 2018

CITY OF VALDEZ
BPO 67915
ATTN ROB COMSTOCK
VALDEZ, Alaska 99686-0307

Attention: ROB COMSTOCK

RE: Quote 195941-01

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 906M Wheel Loader with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: TBD - NEW

SERIAL NUMBER: TBD - NEW

YEAR: 2018

SMU: NEW

NEW CAT 906M LIST PRICE	\$121,219.00
2018 NJPA CONTRACT DISCOUNT – 23% OFF LIST PRICE	-\$27,880.00
SUBTOTAL:	\$93,339.00

NON-CAT PRICE LIST ITEMS

FREIGHT FOB VALDEZ	\$6,880.00
NEW MACHINE PREP / PDI	\$1,250.00
5 YEAR / 5000 HOUR POWERTRAIN WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED	\$2,660.00
1 PAPER SET PARTS AND SERVICE MANUALS	\$1,200.00
TOTAL:	\$105,329.00

OPTIONAL ITEM:

CAT BP118C PICKUP BROOM – REF# 448-5690 – FREIGHT FOB VALDEZ FROM FACTORY INCLUDED	\$7,417.00
NJPA DISCOUNT OFF OF \$7,417 CAT LIST PRICE -	-\$1,705.00
FREIGHT – FACTORY TO VALDEZ	\$900.00
TOTAL WITH OPTIONAL ITEM INCLUDED:	\$111,941.00

WARRANTY

Standard Warranty:

1 YEAR CAT NEW MACHINE WARRANTY - TECHNICIAN TRAVEL
TIME AND MILEAGE NOT INCLUDED

Extended Warranty:

5 YEAR / 5000 HOUR POWERTRAIN WARRANTY - TECHNICIAN
TRAVEL TIME AND MILEAGE NOT INCLUDED**F.O.B/TERMS:** VALDEZ, AK

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steven Fisher
Machine Sales Representative
907-748-7540
SFisher@NCMachinery.com

STANDARD EQUIPMENT

Quote 195941-01

POWERTRAIN - Emissions Compliance - Higher Regulated Countries - -Cat 55kw gross, C3.3B engine - -US EPA Tier 4 Final Certified - Engines are fitted with - -cold start plugs - -electric fuel priming pump - -Air cleaner, two-stage with visual indicator - -Closed Circuit Breather - -Hydraulically driven suction fan - -S-O-S sampling valves (engine oil and hydraulic oil) - -Two speed hydrostatic transmission with inching function, 12 mph maximum speed - -Frame mounted heavy duty axles with outboard planetary reduction - -Maintenance free, sealed for life, prop shaft and universal joints

ELECTRICAL - 12 volt direct electric starting - Ignition key start / stop switch - 80 ampere alternator - Maintenance free, sealed for life, heavy duty battery - Cab mounted fuse panel - Service port connector for electronic diagnostics (ET)

OPERATOR ENVIRONMENT - Gauges: - - Fuel level - - Hydraulic oil temperature - - Engine coolant temperature - - Speedometer - Operator station on isolation mounts - Digital service hour meter - Operator warning system indicators: - - Master warning - - Parking brake applied - - Hydraulic oil pressure - - Engine oil pressure - - Coolant temperature - - Electrical system - - Hydraulic filter bypass - Multifunction joystick: - - Forward/neutral/reverse - - Gear 1/2 switch, low range - - Differential Lock switch - - Continuous flow, auxiliary - Internal rear view mirror - Suspension seat, adjustable wrist rest - Interior/Exterior aux. power sockets - Suspended brake/accel. pedals - Cup holder - Heavy duty easy clean floor mat - Personal storage - Onboard digital display cluster - 2 external mirrors - knockback - ROPS/ FOPS certified cab, Level I - Retractable seat belt, 50mm (2 in) -

OTHER STANDARD EQUIPMENT - Z bar linkage with parallel lift - 3rd valve aux hydraulics, standard flow - Engine enclosure - lockable - Lockable side door compartments - Hydraulic oil level sight gauge - Lockable fuel filler cap - Radiator expansion bottle - Quick release fuel filter/water separator - ECO engine oil drain - Quick Coupler - Parking Brake (Secondary Brake) - Quick disconnect hydraulics, auxiliary - Recovery hitch & pin - Front and rear fenders - Pressure test points - Machine lifting/tie down points - Loader end float function - High intensity rear lights - Reversing light - E coat primer - Self-cancelling direction indicators -

MACHINE SPECIFICATIONS**Quote 195941-01**

906M WHEEL LOADER S3B CERT	437-9005
ROADING LIGHTS, RH DRIVE	313-1722
ENGINE, 55KW, CAT C3.3B, T4F	437-9054
TRANS 22 MPH DIFFERENTIAL LOCK E/H	437-9068
STANDARD SOUND SUPPRESSION	437-9056
ECO DRAIN VALVE	308-0189
STANDARD AIR INTAKE	273-9577
ON DEMAND COOLING FAN	447-9417
VERTICAL COUPLER, HI FLOW AUX HYDRAULICS	452-0773
PRODUCT LINK, CELLULAR, PL641	509-6603
DELUXE CAB, SINGLE BRAKE	438-1876
DELUXE SEAT	539-7204
RETRACTABLE SEAT BELT, 3"	236-8015
AIR CONDITIONER AND HEATER	437-9132
E/H JOYSTICK, TANDEM VALVE	437-9092
LOAD/ROAD FEATURE PACKAGE	447-0746
TIRES, 340/80 R18, NOKIAN TRI 2	436-0924
-58F ANTIFREEZE	454-2910
LED CAB WORK LIGHTS	496-9971
BACK UP ALARM	423-3083
WORK TOOL WIRING HARNESS	455-8485
ENGINE COOLANT HEATER, 120V	345-3556
REAR SUN SCREEN	279-0643
RADIO, FM BLUETOOTH	541-4413
1.2 YD3 GENERAL PURPOSE BUCKET W/ BOLT ON CUTTING EDGE	284-9279
ROTATING BEACON	260-5501

From: Dorothy Moore
[dmmoore@cvinternet.net]

Sent: Thursday, March 15, 2018 2:52 PM

To: Sheri Pierce

Subject: Reappointment to RCAC

Attachments: Dmm Per & pro Data sheet 2018 brief.doc

Sheri ĩ½ Please accept this as letter requesting reappointment.

Dorothy M Moore
346 Nabesna
Box 1516
Valdez, AK 99686-1516

March 2, 2018

Mayor Knight and City Council members

I would like to be reappointed to represent Valdez on the Prince William Sound Regional Citizens Advisory Council. I have enjoyed the last ten years and would like to keep my mind active,

Attached is an update data sheet of past activities.

Thank you for your consideration.

Sincerely

Dorothy M Moore

P.S. Please forgive me for mistakes I made in my presentation to you. DMM.

PERSONAL AND PROFESSIONAL DATA SHEET

Updated March 2018

Dorothy M. Moore

Permanent Address: Box 1516, Valdez, Alaska, 99686-1516

Resident Address: 346 Nabesna St., Valdez, Alaska, 99686

Phone: 907-835-4245 – (Valdez has been HOME since 1949)

E-mail: dmmoore@cvinternet.net

In case of emergency notify sisters

Fran Moore 907-243-9567

Sue Britt 907-835-2499

Educational Background

1974 - 2002 Various courses to update Alaska State Teaching Certificate

Including:

-Mining the Internet. Gold mining Resources for your Classroom.

Alaska Staff Development Network. June 1999.

-Last Frontier – Last Wilderness, An Alaska Environmental History Conference. Aug, 1998.

-Project Archeology, 1996 & 1997.

-The Electronic Model Congress development 1995 - 1997

-Alaska Geographic Alliance Summer Institute 1989 & 1994

-Circumpolar Conference, Fairbanks, 1988

-Second International Conference on Russian America, Sitka, 1987

-Travel: Europe, Africa, Scandinavia & former Soviet Union, 1975, 1982, 1984, 1986

-Photography courses 1979 – 1989?

See attached transcripts.

1971-1974 Southern Baptist Theological Seminary, (SBTS) Louisville, KY.
Master of Divinity.

1963-1967 Alaska Methodist University, (AMU) Anchorage, Alaska BA

1959-1963 Valdez High School, Valdez, Alaska, graduate.

Teaching Experience

1984 -1986? – 2011 or 2012?, Adjunct Faculty, Part-time Instructor,
Prince William Sound Community College,
Alaska History, Geography, Government Photography &
guest lecture summer Elderhostel program.

1981 - 2002 Valdez City Schools,
Junior High social studies
Alaska History, American History, civics and geography
High School
World History, U. S. History, Cultural Geography, Alaska
History, World Problems, Photography, Government,
Economics

1969-1971 Santiago Christian School, 7 - 8 combination and 5-6
Social studies.

1967-1969 Kenai Peninsula Borough Schools, 7- 8 English,
Art, Reading & Spelling. Homer, Alaska

Extra curricular teaching related experience

High School State Close-Up Teacher, 1994,1995, 1997, & 2002 *
VHS Student Council Advisor 1999-2000
High School National Close-Up Teacher. 1991-1992 *
Junior High yearbook and student council advisor 1981-1989
Missions Conference committee 1971-1974 *

Professional Activities

Alaska History Standards Development Committee. 2005
Rich Mining Advisory Committee. 1998-1999.
Alaska State Gold Rush Committee
Valdez City Schools In-service presenter. 1989 Geography, & 1995
Earthquake.
Alaska Geographic Alliance member
Advisory Committee, Alaska Geography Thematic Atlas 1996-
1998?
Trainer of Trainers – Germany materials 1996
Consultant, Geography in U. S. History project 1990-1991
Alaska Council for the Social Studies
ACSS Outstanding Secondary Social Studies Teacher of the Year
– 1996
ACSS board member & officer 1993-1996
Coordinator for State Conference, Valdez, April 1993
Co-presenter & presenter Annual Conference 1990 - 1992
Disaster Hazards and Geography in U. S. History
Newsletter Co-editor & photographer 1991 - 1993
AK2K History Standards Committee - member 1993-1994
Consortium for Teaching Asia and the Pacific in the schools
(CTAPS) team 1990

Professional organizations

Alaska Historical Society member, Board Member, Conference
coordinator & Past Vice President. Mid 1980's to present
National Council for Geographic Education, 1980's & 1990's
Consultant Historical Signs – 1998?
Alaska & National Councils for the Social Studies 1980's-1990's
Pioneers of Alaska Aux. # 2 Valdez, member, Past President,
Steering Committee & Convention Coordinator, 1980's to present
Valdez City Heritage Board - past chairperson 1980's – 1990's
Friends of the Valdez Museum and Valdez Museum & Historical Archive
Association. 1980's to present
Other related teaching/history and archeological organizations.

Elected Positions, Attempts and Appointment.

Prince William Sound Regional Citizens Advisory Council 2007 -present
Executive committee 4 years?
Science Committee-ongoing
Information and Education Committee-2 years
Board governance Present
Legislative Information - ongoing

Valdez City Council Member - 1997 – 2003, 2004 - 2013
Finance Committee –
Hospital Committee
Gold Rush Committee 1998 - 2002
Audit Committee 2005-2013

Valdez School Board Member 2002-2003
Legislative liaison
Prince William Sound Community College Advisory Counsel. 2002 –2014
Academic Review Committee
Valdez Regional Health Authority 2003-2004
State House Candidate District 35 – 2000

Experience Other Than Teaching

Material handler, Alyeska, Valdez Terminal, 1977-1981
Teamster checker, expeditor, & warehouse person Valdez 1975-1977, & summer 1989. Alyeska Pipeline Construction and Exxon Oil Spill Cleanup
Clerk, sales, teacher, bookkeeper, Singer Sewing Center, Louisville, Ky. 1972-1974
Missionary Journeyman, Santiago, Dominican Republic 1969-1971
Dorm President and assistant, A M U, 1964-1967
Harborview Nursing Home volunteer, Valdez, 1962-1963
Library experience – Dewey Decimal and Library of Congress systems
Valdez City and High School Libraries, 1959-1966
A M U Library Anchorage, Alaska, 1965-1967
Student Council officer, Valdez High School, 1961-1963
Summer work experience
Switchboard operator and receptionist State Highways, 1967
Grocery Clerk, Valdez, 1966
Bookkeeper and receptionist, C V E A, Valdez, 1964-1965
Chambermaid & Waitress, Valdez, 1961-1963

Non-Professional Affiliations

International Club officer, S B T S, 1971-1974
Homer Art Show Chairperson, Homer, 1969
Student Union House Committee, Chairperson, A M U, 1966
Summer camp counselor, Big Lake, Alaska, 1962-1963
First Baptist Church, Valdez, 1956-1969
Girl Scout, Valdez, 1952-1963

Hobbies and Interests

Photography

Junior High Yearbook advisor. 1980's

Adjunct Photography Instructor 1992-2011

Valdez Museum and Historical Achieves Solo Photographer Show

Prior to current administration

Constructed and remodeled personal darkroom

House remodeling

Kitchen design and remodel

Bathroom design and remodel

Livining room – coming up... maybe

Yard gazebo – on the drawing boards

Sewing

Singer Sewing center taught classes

Crafts and fiber arts--Knitting sweaters and Afghans

Crocheting – Afghans, doilies, and Christmas ornaments.

Dabbling in faux painting in redecorating

Flower arranging with dried yard weeds.

Gardening

Only from May - Sept. and use local rocks because there are a lot of them.



Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage: 3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
In Valdez: P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS

January 29, 2018

Sent via email and USPS mail

Alaska State
Chamber of Commerce

Chugach Alaska
Corporation

City of Cordova

City of Homer

City of Kodiak

City of Seldovia

City of Seward

City of Valdez

City of Whittier

Community of
Chenega Bay

Community of
Talitlek

Cordova District
Fishermen United

Kenai Peninsula
Borough

Kodiak Island
Borough

Kodiak Village Mayors
Association

Oil Spill Region
Environmental
Coalition

Port Graham
Corporation

Prince William Sound
Aquaculture
Corporation

Mayor Ruthie Knight
City of Valdez
P.O. Box 307
Valdez, AK 99686

Dear Mayor Knight:

The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) is writing to advise you that Dorothy Moore's term on our Board of Directors expires at the upcoming May 3-4, 2018, annual meeting in Valdez.

The dedicated seat for the City of Valdez is its opportunity to influence decisions having profound implications for oil transportation safety in Alaska, and for the state's oil spill prevention and response capabilities. We greatly value your past participation.

City of Valdez would best be served by a representative who:


- Understands her/his organization and/or community, its needs, concerns and perspectives;
- Has at least a rudimentary familiarity with oil transportation issues;
- Has a home and work schedule flexible enough to allow participation and travel;
- Is committed to our mission of promoting environmentally safe operation of the Alyeska terminal and associated tankers; and
- Seeks opportunities to foster cooperative and constructive relationships between citizens, industry and regulatory agencies.

A PWSRCAC director can expect to devote an average of 15 hours a month on PWSRCAC business. The full Board conducts three 2-day meetings in January, May, and September. In addition, annual budget and planning meetings are held, as well as special meetings and opportunities to participate in committees or work groups. PWSRCAC staff provides support to board members whenever possible.

Please notify us in writing, no later than March 29, 2018, of your selected individual for the City of Valdez's next two-year term on the PWSRCAC board. Ideally, this individual will then be expected to attend our May 3-4, 2018, meeting in Valdez for confirmation and participation. If Dorothy Moore will continue to be your representative, we ask that you still notify PWSRCAC in writing.

If you have further questions about the PWSRCAC or the responsibilities of its directors, please don't hesitate to call. Thank you for your cooperation, and we look forward to the City of Valdez's continued contribution.

Sincerely,


Jennifer Fleming
Executive Assistant

Cc via email: Dorothy Moore



PROCLAMATION

WHEREAS, in the early evening hours of Friday, March 27, 1964, the original Valdez townsite, home to about 800 persons was jolted, along with most of southcentral Alaska, by one of the most forceful earthquakes of this century; and

WHEREAS, the earthquake—which lasted 5.5 minutes and measured 9.2 on the Richter scale—triggered submarine landslides causing substantial water disturbance in Port Valdez, inundating the community and destroying the City dock in Valdez, at which the Alaska Steamship Company vessel “Chena” was moored, unloading cargoes; and

WHEREAS, the lives of 31 Valdezeans in the boat harbor or standing on the dock were taken when that structure collapsed and disappeared under the waters of Port Valdez; and

WHEREAS, thereafter, either as a direct or indirect result of this natural disaster, a total of 38 persons lost their lives in Valdez, including the four-member crew of an Alaska Air National Guard airplane; and

WHEREAS, the original Valdez townsite was subsequently condemned as unsuitable for continued use and the remaining residents of Valdez came together with assistance from local, state, and federal public officials to create a new townsite; and

WHEREAS, the people of Chitina, Copper Center, Glennallen, Fairbanks and other Alaska communities responded immediately to the needs of Valdez in the highest tradition of compassion; and

WHEREAS, in the intervening 54 years, the families and friends of those who perished have borne their sorrow quietly and with diminishing public awareness of their personal tragedies.

NOW, THEREFORE, I, Ruth E. Knight, Mayor of the City of Valdez, do hereby proclaim Tuesday, March 27, 2018 as

EARTHQUAKE MEMORIAL REMEMBRANCE DAY

and urge citizens to pause and remember those former Valdezeans who lost their lives during the 1964 earthquake.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Arcadis US, Inc. (“Consultant”) is effective on the 20th day of March, 2018.

All work under this agreement shall be referred to by the following:

**Project: Hospital Oxygen Generator Project
Project No: 16-315-9196
Contract No.: 1362
Cost Code: 315-0310-58000.9196**

Consultant’s project manager under this agreement is Matt Yeomans.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Nathan Duval.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 360 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$100,000	\$300,000
Commercial General Liability	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services
Project Hospital Oxygen Generator Project
Project No. 16-315-9196
Contract No. 1362
Cost Code: 310-0310-58000.9196



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

ARCADIS US, INC.

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

CITY OF VALDEZ, ALASKA

APPROVED:

Ruth E. Knight, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Elke Doom, City Manager

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

Jon S. Wakeland

Date: _____

**Agreement for Professional Services
Project Hospital Oxygen Generator Project
Project No. 16-315-9196
Contract No. 1362
Cost Code: 310-0310-58000.9196**



Appendix A Scope of Work

BASIC SERVICES

Provide all construction management and support services necessary for the Hospital Oxygen Generation Relocation project.

The scope of work is more specifically described in the attached proposal dated February 15, 2018.

Appendix B Basis of Compensation

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$72,143.00 per the proposal attached to Appendix B of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

February 15, 2018

Nate Duval
Capital Facilities Director
City of Valdez
P.O. Box 307
Valdez, AK 99686

**RE: 2018 Valdez Owner's Rep/Construction Manager Services
Arcadis Construction Manager Day Rate**

Dear Mr. Duval:

We enjoyed the opportunity to talk with you and your team on Tuesday. We learned a lot about your program and hope you gained a better sense of our team. We would enjoy working as your partner to support the City's busy 2018 construction season. Our Construction Managers will work alongside the City's project manager to oversee daily construction activities; monitor RFIs, ASIs, submittals and change orders; support project budget and schedule management; and provide stakeholder engagement.

Project Deliverables Include:

- Daily Construction Reports
- Weekly Meeting Agendas/Minutes
- Monthly report to include budget and schedule report
- Pay Application Review Memos

2018 Arcadis Construction Manager Day Rate:

While we had proposed three construction managers to support the six projects, after hearing that your project managers wish to remain more involved in the project management activities, we have revised our staffing projection downward accordingly.

Project Portfolio	Daily Rate	Best Value to City
2 projects (1 Construction Manager)	\$1,211	
3 projects (1 Construction Manager)	\$1,211	X
4 projects (2 Construction Managers)	\$2,422	
5 projects (2 Construction Managers)	\$2,422	
6 projects (2 Construction Managers)	\$2,422	X

Our daily rates include fully burdened hourly rates inclusive of overhead, G&A, benefits, profit, insurance, Valdez housing, transportation, mileage and per diem. These rates are valid until December 31, 2018. Construction Manager day rates do not include compensation for Matt Yeomans, Ron Rozak, Joyce Kuhn or Cynthia Oistad. Kent Crandall's time as Contract Manager would be donated to the project, as a measure of our commitment to the City and its project success.

Please call me or Matt Yeomans if you would like to discuss this fee proposal and/or the services we have proposed. It is important to us to provide the RIGHT level of service to meet your needs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kent Crandall', with a long horizontal flourish extending to the right.

Kent Crandall, AIA
Alaska Operations Leader
907.244.3689
Kent.Crandall@arcadis.com

CITY OF VALDEZ OWNER'S REP/CONSTRUCTION MANAGEMENT SERVICES

Hospital Oxygen Generation Relocation (\$900K)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
Matt Yeomans, Lead Project Manager	\$145	20	15	15	15	15	16	96	\$ 13,920
Cricket Gartrell, Construction Manager	\$138	42	42	50	50	45	45	274	\$ 37,812
Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		99	83	91	91	86	98	548	\$ 67,092

EXPENSES* (Total expenses prorated based on project value) \$ 5,051

*Reference Total Expenses for detailed breakdown

TOTAL COST (HOSPITAL) \$ 72,143

Hermon Hutchens Elementary School Exterior Upgrades (\$2M)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
Matt Yeomans, Lead Project Manager	\$145	20	19	19	19	19	18	114	\$ 16,530
Cricket Gartrell, Construction Manager	\$138	65	65	70	70	70	65	405	\$ 55,890
Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		122	110	115	115	115	120	697	\$ 87,780

EXPENSES* (Total expenses prorated based on project value) \$ 11,225

*Reference Total Expenses for detailed breakdown

TOTAL COST (HHES) \$ 99,005

Valdez City Schools ADA Restroom Upgrades (\$1.5M)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
Matt Yeomans, Lead Project Manager	\$145	20	16	16	16	16	16	100	\$ 14,500
Cricket Gartrell, Construction Manager	\$138	56	56	55	55	55	56	333	\$ 45,954
Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		113	98	97	97	97	109	611	\$ 75,814

EXPENSES* (Total expenses prorated based on project value) \$ 8,419

*Reference Total Expenses for detailed breakdown

TOTAL COST (ADA Upgrades) \$ 84,233

TOTAL ARCADIS CONTRACT \$ 255,382

TOTAL EXPENSES FOR ALL PROJECTS	
RT Airfare ANC-VDZ (\$400 * 6 months) for Matt Yeomans	\$ 2,400
Airfare or Mileage (\$400 * 6 months) for Cricket Gartrell	\$ 2,400
Construction Manager Housing (\$1300 X 5 months)	\$ 6,500
Hotel Lodging for Matt (\$235 rate x 10 nights)	\$ 2,350
Per Diem for Construction Manager (\$33 day rate * 28 days * 5 months*)	\$ 4,620
Additional Cost for Larger Office Trailer, Restroom, Increased Utilities (\$1050/mo)	\$ 5,250
5% Administrative Markup	\$ 1,176
TOTAL EXPENSES	\$ 24,696

Assumptions

Matt will travel to Valdez one week per month and support project remotely
Kent Crandall and Ron Rozak's hours supporting this contract will not be billed to the City
Construction Manager hourly rate derived from \$1211 Construction Manager Day Rate



Appendix C General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.



The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employ or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.



V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on “time and expenses” basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On “time and expenses” contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, as reflected in the attached proposal dated February 23, 2018, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants’ services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.



VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.



The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience of the termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.



As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which the subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.



In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

**Agreement for Professional Services
Project Hospital Oxygen Generator Project
Project No. 16-315-9196
Contract No. 1362
Cost Code: 310-0310-58000.9196**



Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant which does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Arcadis US, Inc. (“Consultant”) is effective on the 20th day of March, 2018.

All work under this agreement shall be referred to by the following:

**Project: HHES Exterior Upgrades
Project No: 17-310-9509
Contract No.: 1363
Cost Code: 310-9509-58000**

Consultant’s project manager under this agreement is Matt Yeomans.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Nathan Duval.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 360 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services
Project HHES Exterior Upgrades
Project No. 17-310-9509
Contract No. 1363
Cost Code: 310-9509-58000



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

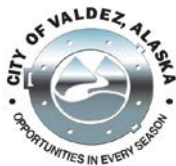
<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$100,000	\$300,000
Commercial General Liability	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
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C	General Conditions

Agreement for Professional Services
Project HHES Exterior Upgrades
Project No. 17-310-9509
Contract No. 1363
Cost Code: 310-9509-58000



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

ARCADIS US, INC.

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

CITY OF VALDEZ, ALASKA

APPROVED:

Ruth E. Knight, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Elke Doom, City Manager

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

Jon S. Wakeland

Date: _____

**Agreement for Professional Services
Project HHES Exterior Upgrades
Project No. 17-310-9509
Contract No. 1363
Cost Code: 310-9509-58000**



Appendix A Scope of Work

BASIC SERVICES

Provide all construction management and support services necessary for the Hermon Hutchens Elementary School Exterior Upgrades project.

The scope of work is more specifically described in the attached proposal dated February 15, 2018.

Appendix B Basis of Compensation

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$99,005.00 per the proposal attached to Appendix B of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

February 15, 2018

Nate Duval
Capital Facilities Director
City of Valdez
P.O. Box 307
Valdez, AK 99686

**RE: 2018 Valdez Owner's Rep/Construction Manager Services
Arcadis Construction Manager Day Rate**

Dear Mr. Duval:

We enjoyed the opportunity to talk with you and your team on Tuesday. We learned a lot about your program and hope you gained a better sense of our team. We would enjoy working as your partner to support the City's busy 2018 construction season. Our Construction Managers will work alongside the City's project manager to oversee daily construction activities; monitor RFIs, ASIs, submittals and change orders; support project budget and schedule management; and provide stakeholder engagement.

Project Deliverables Include:

- Daily Construction Reports
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2018 Arcadis Construction Manager Day Rate:

While we had proposed three construction managers to support the six projects, after hearing that your project managers wish to remain more involved in the project management activities, we have revised our staffing projection downward accordingly.

Project Portfolio	Daily Rate	Best Value to City
2 projects (1 Construction Manager)	\$1,211	
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6 projects (2 Construction Managers)	\$2,422	X

Our daily rates include fully burdened hourly rates inclusive of overhead, G&A, benefits, profit, insurance, Valdez housing, transportation, mileage and per diem. These rates are valid until December 31, 2018. Construction Manager day rates do not include compensation for Matt Yeomans, Ron Rozak, Joyce Kuhn or Cynthia Oistad. Kent Crandall's time as Contract Manager would be donated to the project, as a measure of our commitment to the City and its project success.

Please call me or Matt Yeomans if you would like to discuss this fee proposal and/or the services we have proposed. It is important to us to provide the RIGHT level of service to meet your needs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kent Crandall', with a long horizontal flourish extending to the right.

Kent Crandall, AIA
Alaska Operations Leader
907.244.3689
Kent.Crandall@arcadis.com

CITY OF VALDEZ OWNER'S REP/CONSTRUCTION MANAGEMENT SERVICES

Hospital Oxygen Generation Relocation (\$900K)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
Matt Yeomans, Lead Project Manager	\$145	20	15	15	15	15	16	96	\$ 13,920
Cricket Gartrell, Construction Manager	\$138	42	42	50	50	45	45	274	\$ 37,812
Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		99	83	91	91	86	98	548	\$ 67,092

EXPENSES* (Total expenses prorated based on project value) \$ 5,051

*Reference Total Expenses for detailed breakdown

TOTAL COST (HOSPITAL) \$ 72,143

Hermon Hutchens Elementary School Exterior Upgrades (\$2M)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
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Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		122	110	115	115	115	120	697	\$ 87,780

EXPENSES* (Total expenses prorated based on project value) \$ 11,225

*Reference Total Expenses for detailed breakdown

TOTAL COST (HHES) \$ 99,005

Valdez City Schools ADA Restroom Upgrades (\$1.5M)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
Matt Yeomans, Lead Project Manager	\$145	20	16	16	16	16	16	100	\$ 14,500
Cricket Gartrell, Construction Manager	\$138	56	56	55	55	55	56	333	\$ 45,954
Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		113	98	97	97	97	109	611	\$ 75,814

EXPENSES* (Total expenses prorated based on project value) \$ 8,419

*Reference Total Expenses for detailed breakdown

TOTAL COST (ADA Upgrades) \$ 84,233

TOTAL ARCADIS CONTRACT \$ 255,382

TOTAL EXPENSES FOR ALL PROJECTS	
RT Airfare ANC-VDZ (\$400 * 6 months) for Matt Yeomans	\$ 2,400
Airfare or Mileage (\$400 * 6 months) for Cricket Gartrell	\$ 2,400
Construction Manager Housing (\$1300 X 5 months)	\$ 6,500
Hotel Lodging for Matt (\$235 rate x 10 nights)	\$ 2,350
Per Diem for Construction Manager (\$33 day rate * 28 days * 5 months*)	\$ 4,620
Additional Cost for Larger Office Trailer, Restroom, Increased Utilities (\$1050/mo)	\$ 5,250
5% Administrative Markup	\$ 1,176
TOTAL EXPENSES	\$ 24,696

Assumptions

Matt will travel to Valdez one week per month and support project remotely
Kent Crandall and Ron Rozak's hours supporting this contract will not be billed to the City
Construction Manager hourly rate derived from \$1211 Construction Manager Day Rate



Appendix C General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.



The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employ or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.



V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on “time and expenses” basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On “time and expenses” contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, as reflected in the attached proposal dated February 23, 2018, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants’ services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.



VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.



The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience of the termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.



As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which the subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.



In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

**Agreement for Professional Services
Project HHES Exterior Upgrades
Project No. 17-310-9509
Contract No. 1363
Cost Code: 310-9509-58000**



Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant which does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Arcadis US, Inc. (“Consultant”) is effective on the 20th day of March, 2018.

All work under this agreement shall be referred to by the following:

**Project: Valdez City Schools ADA
Project No: 17-310-9514
Contract No.: 1364
Cost Code: 310-9514-58000**

Consultant’s project manager under this agreement is Matt Yeomans.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Nathan Duval.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 360 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$100,000	\$300,000
Commercial General Liability	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services
Project Valdez City Schools ADA
Project No. 17-310-9514
Contract No. 1364
Cost Code: 310-9514-58000



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

ARCADIS US, INC.

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

CITY OF VALDEZ, ALASKA

APPROVED:

Ruth E. Knight, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

Elke Doom, City Manager

Date: _____

RECOMMENDED:

Nathan Duval, Capital Facilities Director

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.

Jon S. Wakeland

Date: _____

**Agreement for Professional Services
Project Valdez City Schools ADA
Project No. 17-310-9514
Contract No. 1364
Cost Code: 310-9514-58000**



Appendix A Scope of Work

BASIC SERVICES

Provide all construction management and support services necessary for the Valdez City Schools ADA Restroom Upgrades project.

The scope of work is more specifically described in the attached proposal dated February 15, 2018.

Appendix B Basis of Compensation

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$84,233.00 per the proposal attached to Appendix B of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

February 15, 2018

Nate Duval
Capital Facilities Director
City of Valdez
P.O. Box 307
Valdez, AK 99686

**RE: 2018 Valdez Owner's Rep/Construction Manager Services
Arcadis Construction Manager Day Rate**

Dear Mr. Duval:

We enjoyed the opportunity to talk with you and your team on Tuesday. We learned a lot about your program and hope you gained a better sense of our team. We would enjoy working as your partner to support the City's busy 2018 construction season. Our Construction Managers will work alongside the City's project manager to oversee daily construction activities; monitor RFIs, ASIs, submittals and change orders; support project budget and schedule management; and provide stakeholder engagement.

Project Deliverables Include:

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While we had proposed three construction managers to support the six projects, after hearing that your project managers wish to remain more involved in the project management activities, we have revised our staffing projection downward accordingly.

Project Portfolio	Daily Rate	Best Value to City
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Please call me or Matt Yeomans if you would like to discuss this fee proposal and/or the services we have proposed. It is important to us to provide the RIGHT level of service to meet your needs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kent Crandall', with a long horizontal flourish extending to the right.

Kent Crandall, AIA
Alaska Operations Leader
907.244.3689
Kent.Crandall@arcadis.com

CITY OF VALDEZ OWNER'S REP/CONSTRUCTION MANAGEMENT SERVICES

Hospital Oxygen Generation Relocation (\$900K)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
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TOTAL LABOR		99	83	91	91	86	98	548	\$ 67,092

EXPENSES* (Total expenses prorated based on project value) \$ 5,051

*Reference Total Expenses for detailed breakdown

TOTAL COST (HOSPITAL) \$ 72,143

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Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		122	110	115	115	115	120	697	\$ 87,780

EXPENSES* (Total expenses prorated based on project value) \$ 11,225

*Reference Total Expenses for detailed breakdown

TOTAL COST (HHES) \$ 99,005

Valdez City Schools ADA Restroom Upgrades (\$1.5M)									
Team Members	2018 Hourly Rates	April	May	June	July	Aug	Sept	Total Labor Hours	Total Cost
Matt Yeomans, Lead Project Manager	\$145	20	16	16	16	16	16	100	\$ 14,500
Cricket Gartrell, Construction Manager	\$138	56	56	55	55	55	56	333	\$ 45,954
Cynthia Oistad, Stakeholder Engagement	\$135	2	2	2	2	2	2	12	\$ 1,620
Joyce Kuhn, CDT, Document Controls Support	\$90	15	4	4	4	4	15	46	\$ 4,140
Allison Murrell, Project Administration	\$80	20	20	20	20	20	20	120	\$ 9,600
TOTAL LABOR		113	98	97	97	97	109	611	\$ 75,814

EXPENSES* (Total expenses prorated based on project value) \$ 8,419

*Reference Total Expenses for detailed breakdown

TOTAL COST (ADA Upgrades) \$ 84,233

TOTAL ARCADIS CONTRACT \$ 255,382

TOTAL EXPENSES FOR ALL PROJECTS	
RT Airfare ANC-VDZ (\$400 * 6 months) for Matt Yeomans	\$ 2,400
Airfare or Mileage (\$400 * 6 months) for Cricket Gartrell	\$ 2,400
Construction Manager Housing (\$1300 X 5 months)	\$ 6,500
Hotel Lodging for Matt (\$235 rate x 10 nights)	\$ 2,350
Per Diem for Construction Manager (\$33 day rate * 28 days * 5 months*)	\$ 4,620
Additional Cost for Larger Office Trailer, Restroom, Increased Utilities (\$1050/mo)	\$ 5,250
5% Administrative Markup	\$ 1,176
TOTAL EXPENSES	\$ 24,696

Assumptions

Matt will travel to Valdez one week per month and support project remotely
Kent Crandall and Ron Rozak's hours supporting this contract will not be billed to the City
Construction Manager hourly rate derived from \$1211 Construction Manager Day Rate



Appendix C General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.



The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employ or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.



V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on “time and expenses” basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On “time and expenses” contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, as reflected in the attached proposal dated February 23, 2018 times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants’ services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.



VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance to this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.



The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience of the termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.



As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which the subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.



In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless fraudulent as to the claim unless, with thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

**Agreement for Professional Services
Project Valdez City Schools ADA
Project No. 17-310-9514
Contract No. 1364
Cost Code: 310-9514-58000**



Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant which does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

CITY OF VALDEZ, ALASKA

RESOLUTION #18-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING LAND USE PERMIT #18-01 WITH PACIFIC PILE AND MARINE FOR TRACT G, HARBOR SUBDIVISION

WHEREAS, the City of Valdez is the owner of the real property known as Tract G, Harbor Subdivision; and

WHEREAS, in the bid and construction documents for phase two of the new harbor uplands project, the City of Valdez committed to providing land at no cost to the contractor for the purpose of staging shot rock material and storage of selective removed rock material associated with the construction of the new harbor and uplands project; and

WHEREAS, Pacific Pile & Marine was awarded the bid for phase two of the new harbor and uplands project; and

WHEREAS, Pacific Pile & Marine desires to utilize materials currently stored on said property and may store additional materials removed from the project at the same location; and

WHEREAS, on March 14, 2018 the Planning & Zoning Commission approved a recommendation to City Council to approve this land use permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The city manager or her designee is authorized to negotiate the land use permit with Pacific Pile & Marine for a period of time not to exceed six months.

Section 2. The land use permit is approved for the purpose of allowing Pacific Pile & Marine to utilize shot rock material already stored at the site and for the selective storage of additional rock material removed from the harbor project.

Section 3. There shall be no fee associated with this permit. All other standard terms and conditions of a land use permit shall apply. Additionally, the project specific conditions stated in the land use permit document will apply.

Section 4. This land use permit shall take effect immediately upon passage and approval of this resolution.

City of Valdez, Alaska
Resolution No.18-10
Page 2

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, this 20th day of March, 2018.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



FEE: \$50.00
(Waived 2017 per
Resolution #12-72)

**CITY OF VALDEZ
LAND USE PERMIT APPLICATION FORM**

File No. _____

Date Recv'd. _____

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: PACIFIC PILE + MARINE

Mailing address: 700 SOUTH RIVERSIDE DRIVE

City, State, Zip: SEATTLE WA 98108

Daytime telephone: 206-331-3873

SIGNATURE: 

Representative name: Andrew ROMINE

Mailing address: 4753 WEST 80TH AVE

City, State, Zip: ANCHORAGE AK 99502

Daytime telephone: 907-360-4580

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
Lot/Block/Tract/Subd. TRACT 6, HARBOR Plat # SUBDIVISION
Other description _____
Tax # _____ Size of Property _____

Type of business to be placed on the property: _____

SELECTIVE MINING OF OWNER FURNISHED SHOT ROCK
FOR USE ON VALDEZ HARBOR PH IF PROTECT. SELECTIVE
DISPOSAL SITE FOR ROCK MATERIALS REMOVED FROM
PROJECT. CONTRACT SPECIFIED LOCATION
Size of temporary building(s) to be placed on the property: _____

Duration of lease requested (6 months maximum): 10 MOS. STARTING 3/15

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

SEA OTHER PARCEL
_____ 1. Plot Plan - A drawing of the proposed lease property showing:

attached a.

Size of lot (to scale)

NA b.

Placement and size of buildings, storage units, miscellaneous structures planned (to scale)

NA c.

Water & sewer lines, locations of septic tanks, if needed

NA d.

Parking spaces (numbered on the drawing with a total number indicated).

_____ 2. Fees - All applicable fees must be submitted prior to the execution of a lease.

ok 3. Liability Insurance - The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE
*will be provided upon approval. TPM HAS PROVIDED

MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership X

Corporation _____

Other (Please explain) _____

5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization 4/2008

b. General partnership () / Limited partnership (☒)

c. Statement of partnership recorded? (☒) yes () no

Where DELEWARE

d. Has the partnership done business in Alaska?

(☒) yes () no

When 2008 - CURRENT

Where ALL LOCATIONS - COASTAL

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

Limited/ General	Name	Address	Share
LIMITED	WILBUR CLARK	700 S RIVERSIDE DR	72%
LIMITED	MIKE MANSFIELD	"	10%
LIMITED	CHRIS WILLIS	"	10 10/2
LIMITED	PPM MOUNT	"	8%

f. Attach a complete copy of the partnership agreement.

NA 6.

Corporation Statement—If applicant is a corporation, answer the following:

a. Date of incorporation _____

b. Where incorporated _____

c. Is the corporation authorized to do business in Alaska?

☐ yes

☐ no

If so, as of what date _____

d. The corporation is held:

Publicly ☐

Privately ☐

e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
-------------	--------------	----------------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

Phase 2 New Harbor Development – Inner Harbor Facilities

Project # 31-6450/Contract #1283

PPM Shot Rock Materials Use, Dredge Materials and Haul Road Plan

As a part of our Contract with the City of Valdez PPM plans to use up to 20,000 CY of shot rock materials from the Sea Otter parcel for use as temporary road and pad during the rock demolition and dredging work on the project. These materials are pre-approved for use on the project by Contract.

Materials will be loaded to trucks using either an excavator or loader. It is likely that temporary stockpiles will be developed at the Sea Otter parcel to facilitate truck loading.

PPM plans on using up to three off road haul trucks for transporting the materials from the Sea Otter parcel to the project and the same three trucks to haul materials back from the project to the Sea Otter parcel. Materials hauled back to the Sea Otter parcel will be in compliance with project requirements. Trucks will travel along South Harbor Drive from the intersection of Kennicot Avenue and South Harbor Drive to the end of South Harbor Drive.

It is estimated that up to three trucks will be used to haul materials to and from site. Each truck can make 5-6 round trips per hour which will yield approximately 75 CY per hour delivered to the site per truck. The number of trucks and haul days will be determined by the site needs. It is likely that at the start of the project we will move a considerable amount of the materials to the site for use on the temporary road and anticipate this work will take approximately 10 days. Random load as necessary will be hauled to the site as needed after the initial work.

For rock disposal from the site to the Sea Otter parcel we anticipate that the work will be intermittent during the rock removal process but the same trucks will be used to facilitate this work. Haul times will be similar to those discussed above. Site conditions will determine how much materials will be hauled back to the Sea Otter parcel. PPM estimates that up to 50,000 CY of materials may be disposed of at the Sea Otter parcel. Our contract for the project does not restrict the amount of materials disposed of at the Sea Otter parcel – although any materials returned are required to contain the specified fines limitations. PPM will coordinate with the City of Valdez for location of materials hauled from project.

To mitigate road contamination (silts/sands) steel grating (cattleguard) and quarry spalls/filter rock (3-8" broken rock) will be placed at the road outlet from the project site to help clean truck tires. The location of the cattle guard and rock will be determined on site by our Superintendent but will be within the project limits. In the event that mud materials are found on the roads after hauling work the roads will be swept with use of a water truck and standard angled sweeper unit that will sweep debris to the road edges.

Signage will be deployed at entrance and exit points to notify traffic of the trucks on days that hauling is planned. All trucks will obey posted speed limit signs.

PPM is in the process of getting permits for use of off road trucks to haul materials to and from the site. Off road trucks are necessary due to the shot rock materials that are to be used for the temporary road and site access. A sample permit (from previous project) is attached for your review.

Tract G Harbor Subdivision

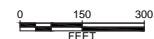


All features on this map are subject to the City of Valdez disclaimer for accuracy and use.



0 70 140 280 Feet

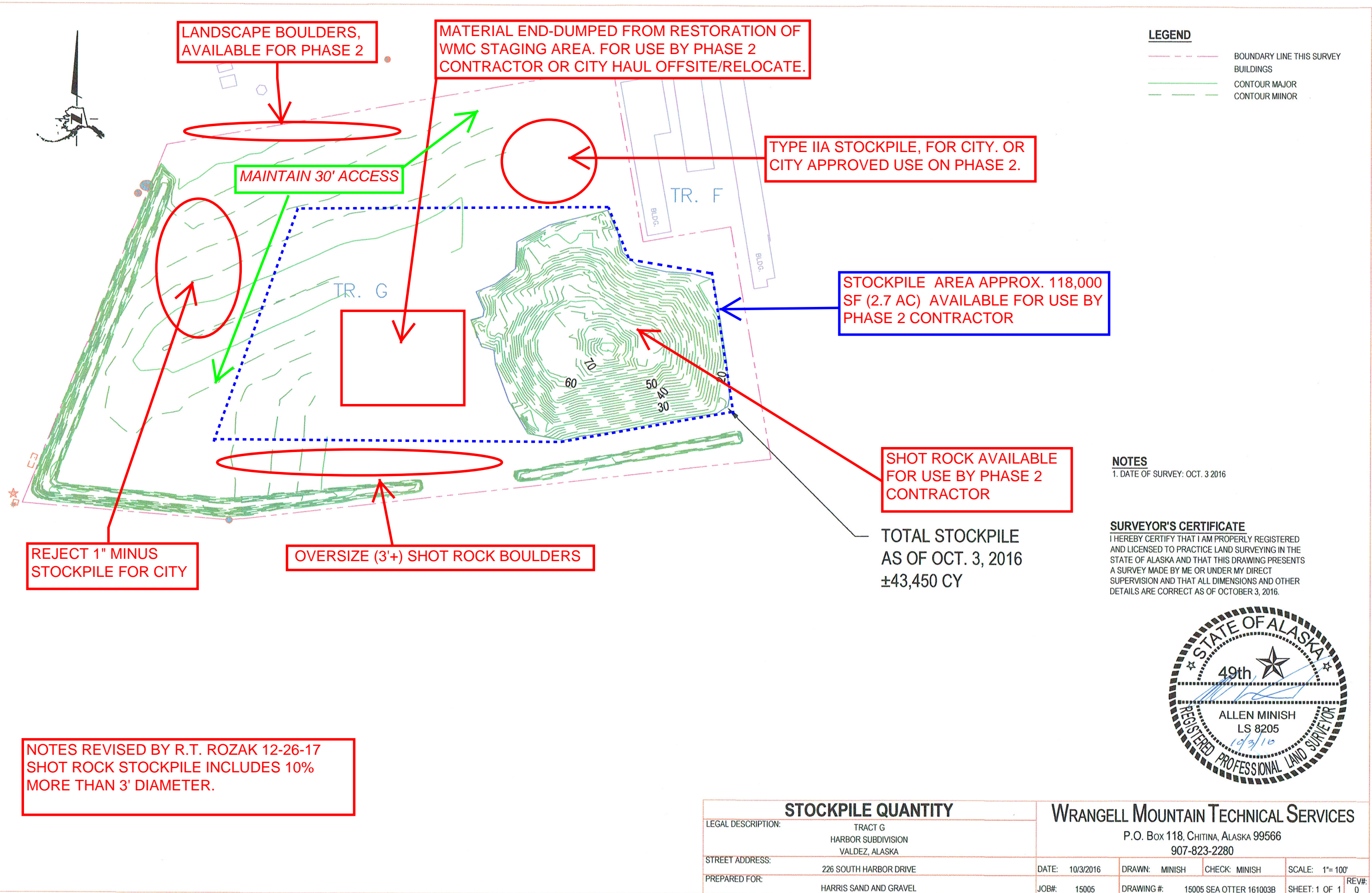


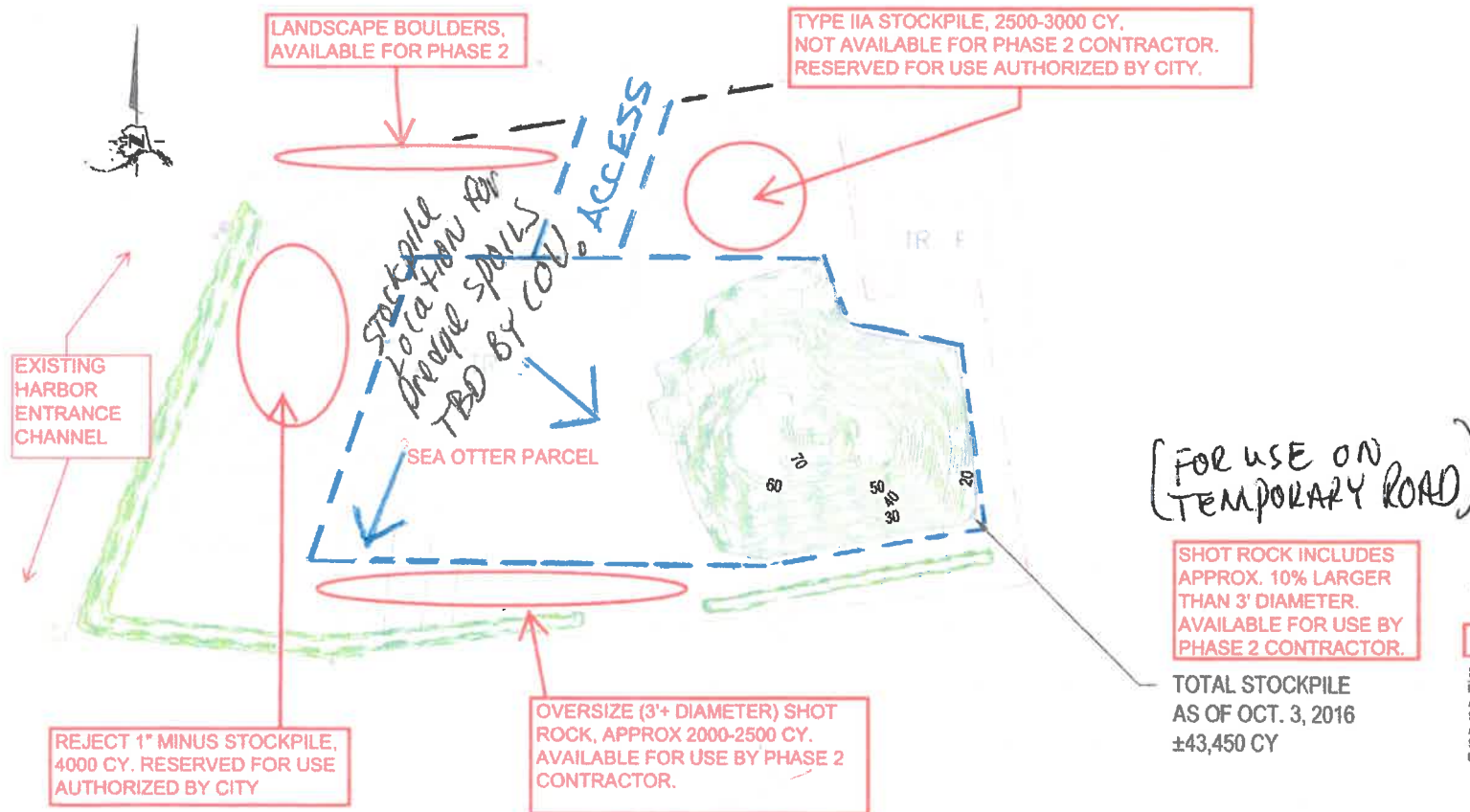


1. THE INFORMATION PROVIDED IS PARTIALLY BASED ON A SURVEY PERFORMED BY R&M CONSULTANTS, INC. (R&M) FROM JULY 16 TO JULY 19, 2014. FIELD SURVEY INFORMATION FOR THIS SURVEY IS LOCATED IN R&M FIELD BOOK NO. 1894.01, PAGES 1 THROUGH 19.
2. ALL UNDERGROUND UTILITIES SHOWN WERE MARKED BY LOCATORS AND SURVEYED AS MARKED. THE SURVEYOR MAKES NO GUARANTEES THAT ALL UTILITIES IN THE AREA WERE MARKED. SEWER MANHOLES ARE SHOWN AT THE CENTER OF THE STRUCTURE.
3. THE 2012 WRANGELL MOUNTAIN TECHNICAL SERVICES SURVEY WAS TRANSLATED TO THE PROJECT COORDINATE SYSTEM USING POINT 708(VH-3) AS A BASE POINT AND HOLDING THE LINE BETWEEN 708(VH-3) AND 711(VH-6).
4. ALL PROPERTY BOUNDARY INFORMATION SHOWN BASED ON 2000 T1N4 SURVEY.
5. TOPOGRAPHIC INFORMATION IS BASED ON AS-BUILT SURVEYS FROM 2016 PHASE 1 HARBOR UPLANDS DEVELOPMENT PROJECT AND USACE BASIN AND BREAKWATER CONSTRUCTION AT END OF THE 2016 CONSTRUCTION SEASON.
6. BREAKWATER PLANS (NOT AS-BUILT) ARE SHOWN FROM USACE CONSTRUCTION PLANS, 2015.

Scale: 1" = 150'

[illegible]





LEGEND

BOUNDARY LINE THIS SURVEY
BUILDINGS
CONTOUR MAJOR
CONTOUR MINOR

NOTES
1. DATE OF SURVEY: OCT. 3 2016

NOTES BY R.T. ROZAK 1-25-17

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA AND THAT THIS DRAWING PRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT AS OF OCTOBER 3, 2016



STOCKPILE QUANTITY

LEGAL DESCRIPTION
TRACT G
HARBOR SUBDIVISION
VALDEZ, ALASKA
STREET ADDRESS
226 SOUTH HARBOR DRIVE
PREPARED FOR
HARRIS SAND AND GRAVEL

WRANGELL MOUNTAIN TECHNICAL SERVICES

P.O. Box 118, CHITINA, ALASKA 99566
907-823-2280

DATE: 10/3/2016 DRAWN: MINISH CHECK: MINISH SCALE: 1" = 100' REV#
JOB#: 15005 DRAWING #: 15005 SEA OTTER 1610003 SHEET: 1 OF 1 0

STATE OF ALASKA

Ref #:

Permit #

151149

Department of Transportation and Public Facilities

Division of Measurement Standards and Commercial Vehicle Enforcement

Fee \$

165.00

OverSize-OverWeight Permit

1 Month(s)

112699

CC Approval #

Company Billed: Pacific Pile & MarineAttachments Required to be Valid: B-1

Permit Ordered By:

David/ Andrew

Mailing Address: 700 South Riverside Drive, Seattle Washington 98108Carrier: SameVoice: 907-360-4580 / 206-7133487 Fax: 278-0306 / DOT#: 1906638Notes / Send To: Approved

E-Mail:

andyr@pacificpile.com

Tractor/Vehicle

LP or Serial #

AWR00488

Trailer

LP

From Date: 03/22/2018 Thru Date: 04/21/2018 Load: Cat 735 Rock Truck Hauling RockOrigin: Kennicott Ave & S. Harbor Dr, Valdez Destination: End Of Harbor Dr, Valdez

Exact Route

Harbor Dr

Overall Length	Single Unit to 45 ft (45' 0")	Over Hangs	Trailer Length	Trailer Type
Overall Width	Up to 10 ft 6 in (10' 6")	Front OH: 0	N/A	
Overall Height	Up to 15 ft (15' 0")	Rear OH: 0		

CONDITIONS**Regulations in 17 AAC 25 govern the movement of this load unless specifically modified by the following conditions**Driver must be able to produce a copy of permit upon request and **MUST STOP AT ALL OPEN WEIGH STATIONS.**No movement is permitted during "inclement weather" as defined in **17 AAC 25.900 (18).****HEADLIGHTS MUST BE ON AT ALL TIMES.**

A complete definition of requirements is located in the Administrative Permit Manual.

A copy of the permit manual may be obtained online at <http://dot.alaska.gov/mseve>**READ YOUR ATTACHMENTS****When Percentage Overweight exceeds 150%:**Urban area extended time of movement restrictions apply.

Attachment B-1 is Required

CLEARLY readable oversize signs are required on the front and rear of the transport vehicle and must have a ROOF mounted amber beacon visible for 360 degrees

Daylight Hours

Delayed Traffic - more than five (5) vehicles: A person operating a motor vehicle at any time on a two-lane roadway outside of an urban area shall pull the motor vehicle off the roadway at the first opportunity to pull over safely if there are five or more motor vehicles immediately following the motor vehicle.

Maximum speed of 25MPH

May travel during Hours of Darkness. MUST follow ALL conditions in Permits Manual Section 13

Movement is subject to seasonal weight restrictions and must not be in excess of limits posted on bridges.

Applicant expressly agrees to indemnify, save harmless and defend the State of Alaska, its agencies and employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from this special use permit or the activities which it authorizes.

Applicant also acknowledges that, under Alaska Statute 44.80.070, the State is not subject to legal action or recovery of damages for injury arising out of, or in any manner connected with, this special use permit or the activities which it authorizes.

Permission is hereby granted to make the above movement, subject to restrictions & conditions stated above & all other applicable State laws & regulations by: MSCVE Staff Member:jkhaghadoo @ 3/6/2018 11:20:44AM

B-1 Bridge Condition Attachment




PERMIT # 151149

COMPANY BILLED: Pacific Pile & Marine

1)55,000 2)58,000 LOAD: Cat 735 Rock Truck Hauling Rock

THE BOXES BELOW DEPICT A SIDE VIEW OF YOUR TRACTOR-TRAILER COMBINATION OR VEHICLE.

32.00	0.00
37.50	14.33
37.50	20.83

Steering Axle(s)		Drive Group	
0' 0"		14' 4"-78"	
2T		4T	
		 	
Weight	32 0	75 0	
Tire Size	26.5 0	26.5 0	
Tire Loading	604 0	708 0	

Actual Combined Vehicle Weight 107,000 Legal Combined Vehicle Weight 55,000 (G)

Overall Wheelbase (first to last axle) 20' 10" Percent Overweight 195%

Weight Restrictions: 100%

WEIGHT ON THE 2 FIXED DRIVE AXLES **MUST NOT EXCEED** 66K ON 12" (305mm), 61K ON 11" (285mm), OR 55K ON 10" (255mm) TIRES.
LIFT AXLE(S) **MUST REMAIN DOWN IN LOAD-CARRYING POSITION** AT ALL TIMES, UNLESS OTHERWISE NOTED.
DRIVE GROUPS WEIGHING OVER 70K **MUST HAVE** 12 TIRES ON 3-AXLE GROUPS & 14 TIRES ON 4-AXLE GROUPS.

GENERAL & SPECIAL BRIDGE CONDITIONS

General Conditions: CROSS ALL BRIDGES AT A CONSTANT SPEED WITH NO BRAKING, SHIFTING, OR ACCELERATING.

Overload File Number:

- 1) LINE UP: Stop 150 feet short of bridge then cross at a constant speed not to exceed 10 MPH.
- 2) IMPACT: Stop 150 feet short of bridge then cross at a constant speed not to exceed 3 MPH.
- 3) Straddle bridge centerline while crossing (extra flagperson(s) required for traffic control on 2-lane roads).
- 4) Place one of vehicle wheel lines on bridge centerline while crossing.
- 5) No other vehicles allowed on bridge at same time as this overweight vehicle while crossing (extra flagpersons required for traffic control at both ends of bridge).
- 6) Do NOT cross bridge. MUST USE ON/OFF RAMPS TO AVOID CROSSING THIS BRIDGE.
- 7) Do NOT travel under bridge. MUST USE ON/OFF RAMPS DUE TO VERTICAL CLEARANCE OF THIS BRIDGE.

Bridge Location	Condition Reference	Additional Conditions
No Bridge(S) On Route Specified		

STATE OF ALASKA

Ref #:

Department of Transportation and Public Facilities

Division of Measurement Standards and Commercial Vehicle Enforcement

Permit #

151150

Fee \$

165.00

OverSize-OverWeight Permit

1 Month(s)

587517

CC Approval #

Company Billed: Pacific Pile & MarineAttachments Required to be Valid: B-1

Permit Ordered By:

David/ Andrew

Mailing Address: 700 South Riverside Drive, Seattle Washington 98108Carrier: SameVoice: 907-360-4580 / 206-7133487 Fax: 278-0306 / DOT#: 1906638

Notes / Send To:

Email:

brandyr@pacificpile.com

Tractor/Vehicle

LP or Serial #

AWR00411

Trailer

LP

From Date: 03/22/2018 Thru Date: 04/21/2018 Load: Cat 735 Rock Truck Hauling RockOrigin: Kennicott Ave & S. Harbor Dr, Valdez Destination: End Of Harbor Dr, Valdez

Exact Route

Harbor Dr

Overall Length	Single Unit to 45 ft (45' 0")	Over Hangs	Trailer Length	Trailer Type
Overall Width	Up to 10 ft 6 in (10' 6")	Front OH: 0	N/A	
Overall Height	Up to 15 ft (15' 0")	Rear OH: 0		

CONDITIONS**Regulations in 17 AAC 25 govern the movement of this load unless specifically modified by the following conditions**Driver must be able to produce a copy of permit upon request and **MUST STOP AT ALL OPEN WEIGH STATIONS.**No movement is permitted during "inclement weather" as defined in **17 AAC 25.900 (18).****HEADLIGHTS MUST BE ON AT ALL TIMES.**

A complete definition of requirements is located in the Administrative Permit Manual.

A copy of the permit manual may be obtained online at <http://dot.alaska.gov/mseve>**READ YOUR ATTACHMENTS****When Percentage Overweight exceeds 150%:**Urban area extended time of movement restrictions apply.

Attachment B-1 is Required

CLEARLY readable oversize signs are required on the front and rear of the transport vehicle and must have a ROOF mounted amber beacon visible for 360 degrees

Daylight Hours

Delayed Traffic - more than five (5) vehicles: A person operating a motor vehicle at any time on a two-lane roadway outside of an urban area shall pull the motor vehicle off the roadway at the first opportunity to pull over safely if there are five or more motor vehicles immediately following the motor vehicle.

Maximum speed of 25MPH

May travel during Hours of Darkness. MUST follow ALL conditions in Permits Manual Section 13

Movement is subject to seasonal weight restrictions and must not be in excess of limits posted on bridges.

Applicant expressly agrees to indemnify, save harmless and defend the State of Alaska, its agencies and employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from this special use permit or the activities which it authorizes.

Applicant also acknowledges that, under Alaska Statute 44.80.070, the State is not subject to legal action or recovery of damages for injury arising out of, or in any manner connected with, this special use permit or the activities which it authorizes.

Permission is hereby granted to make the above movement, subject to restrictions & conditions stated above & all other applicable State laws & regulations by: MSCVE Staff Member:jkhaghadoo @ 3/6/2018 11:22:38AM

B-1 Bridge Condition Attachment




PERMIT # 151150

COMPANY BILLED: Pacific Pile & Marine

1)55,000 2)58,000 LOAD: Cat 735 Rock Truck Hauling Rock

THE BOXES BELOW DEPICT A SIDE VIEW OF YOUR TRACTOR-TRAILER COMBINATION OR VEHICLE.

32.00	0.00
37.50	14.33
37.50	20.83

Steering Axle(s)		Drive Group	
0' 0"		14' 4"-78"	
2T		4T	
		 	
Weight	32 0	75 0	
Tire Size	26.5 0	26.5 0	
Tire Loading	604 0	708 0	

Actual Combined Vehicle Weight 107,000 Legal Combined Vehicle Weight 55,000 (G)

Overall Wheelbase (first to last axle) 20' 10" Percent Overweight 195%

Weight Restrictions: 100%

WEIGHT ON THE 2 FIXED DRIVE AXLES **MUST NOT EXCEED** 66K ON 12" (305mm), 61K ON 11" (285mm), OR 55K ON 10" (255mm) TIRES.
LIFT AXLE(S) **MUST REMAIN DOWN IN LOAD-CARRYING POSITION** AT ALL TIMES, UNLESS OTHERWISE NOTED.
DRIVE GROUPS WEIGHING OVER 70K **MUST HAVE** 12 TIRES ON 3-AXLE GROUPS & 14 TIRES ON 4-AXLE GROUPS.

GENERAL & SPECIAL BRIDGE CONDITIONS

General Conditions: CROSS ALL BRIDGES AT A CONSTANT SPEED WITH NO BRAKING, SHIFTING, OR ACCELERATING.

Overload File Number:

- 1) LINE UP: Stop 150 feet short of bridge then cross at a constant speed not to exceed 10 MPH.
- 2) IMPACT: Stop 150 feet short of bridge then cross at a constant speed not to exceed 3 MPH.
- 3) Straddle bridge centerline while crossing (extra flagperson(s) required for traffic control on 2-lane roads).
- 4) Place one of vehicle wheel lines on bridge centerline while crossing.
- 5) No other vehicles allowed on bridge at same time as this overweight vehicle while crossing (extra flagpersons required for traffic control at both ends of bridge).
- 6) Do NOT cross bridge. **MUST USE ON/OFF RAMPS TO AVOID CROSSING THIS BRIDGE.**
- 7) Do NOT travel under bridge. **MUST USE ON/OFF RAMPS DUE TO VERTICAL CLEARANCE OF THIS BRIDGE.**

Bridge Location	Condition Reference	Additional Conditions

STATE OF ALASKA

Ref #:

Department of Transportation and Public Facilities

Division of Measurement Standards and Commercial Vehicle Enforcement

Permit #

151151

Fee \$

165.00

OverSize-OverWeight Permit

1 Month(s)

959418

CC Approval #

Company Billed: Pacific Pile & MarineAttachments Required to be Valid: B-1

Permit Ordered By:

David/ Andrew

Mailing Address: 700 South Riverside Drive, Seattle Washington 98108Carrier: SameVoice: 907-360-4580 / 206-7133487 Fax: 278-0306 / DOT#: 1906638

Notes / Send To:

Email:

brandyr@pacificpile.com

Tractor/Vehicle

LP or Serial #

AWR00402

Trailer

LP

From Date: 03/22/2018 Thru Date: 04/21/2018 Load: Cat 735 Rock Truck Hauling RockOrigin: Kennicott Ave & S. Harbor Dr, Valdez Destination: End Of Harbor Dr, Valdez

Exact Route

Harbor Dr

Overall Length	Single Unit to 45 ft (45' 0")	Over Hangs	Trailer Length	Trailer Type
Overall Width	Up to 10 ft 6 in (10' 6")	Front OH: 0	N/A	
Overall Height	Up to 15 ft (15' 0")	Rear OH: 0		

CONDITIONS**Regulations in 17 AAC 25 govern the movement of this load unless specifically modified by the following conditions**Driver must be able to produce a copy of permit upon request and **MUST STOP AT ALL OPEN WEIGH STATIONS.**No movement is permitted during "inclement weather" as defined in **17 AAC 25.900 (18).****HEADLIGHTS MUST BE ON AT ALL TIMES.**

A complete definition of requirements is located in the Administrative Permit Manual.

A copy of the permit manual may be obtained online at <http://dot.alaska.gov/mseve>**READ YOUR ATTACHMENTS****When Percentage Overweight exceeds 150%:**Urban area extended time of movement restrictions apply.

Attachment B-1 is Required

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Daylight Hours

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Maximum speed of 25MPH

May travel during Hours of Darkness. MUST follow ALL conditions in Permits Manual Section 13

Movement is subject to seasonal weight restrictions and must not be in excess of limits posted on bridges.

Applicant expressly agrees to indemnify, save harmless and defend the State of Alaska, its agencies and employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from this special use permit or the activities which it authorizes.

Applicant also acknowledges that, under Alaska Statute 44.80.070, the State is not subject to legal action or recovery of damages for injury arising out of, or in any manner connected with, this special use permit or the activities which it authorizes.

Permission is hereby granted to make the above movement, subject to restrictions & conditions stated above & all other applicable State laws & regulations by: MSCVE Staff Member:jkhaghadoo @ 3/6/2018 11:24:03AM

B-1 Bridge Condition Attachment




PERMIT # 151151

COMPANY BILLED: Pacific Pile & Marine

1)55,000 2)58,000 LOAD: Cat 735 Rock Truck Hauling Rock

THE BOXES BELOW DEPICT A SIDE VIEW OF YOUR TRACTOR-TRAILER COMBINATION OR VEHICLE.

32.00	0.00
37.50	14.33
37.50	20.83

Steering Axle(s)		Drive Group	
0' 0"		14' 4"-78"	
2T		4T	
		 	
Weight	32 0	75 0	
Tire Size	26.5 0	26.5 0	
Tire Loading	604 0	708 0	

Actual Combined Vehicle Weight 107,000 Legal Combined Vehicle Weight 55,000 (G)

Overall Wheelbase (first to last axle) 20' 10" Percent Overweight 195%

Weight Restrictions: 100%

WEIGHT ON THE 2 FIXED DRIVE AXLES **MUST NOT EXCEED** 66K ON 12" (305mm), 61K ON 11" (285mm), OR 55K ON 10" (255mm) TIRES.
LIFT AXLE(S) **MUST REMAIN DOWN IN LOAD-CARRYING POSITION** AT ALL TIMES, UNLESS OTHERWISE NOTED.
DRIVE GROUPS WEIGHING OVER 70K **MUST HAVE** 12 TIRES ON 3-AXLE GROUPS & 14 TIRES ON 4-AXLE GROUPS.

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General Conditions: CROSS ALL BRIDGES AT A CONSTANT SPEED WITH NO BRAKING, SHIFTING, OR ACCELERATING.

Overload File Number:

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2) IMPACT: Stop 150 feet short of bridge then cross at a constant speed not to exceed 3 MPH.
3) Straddle bridge centerline while crossing (extra flagperson(s) required for traffic control on 2-lane roads).
4) Place one of vehicle wheel lines on bridge centerline while crossing.
5) No other vehicles allowed on bridge at same time as this overweight vehicle while crossing (extra flagpersons required for traffic control at both ends of bridge).
6) Do NOT cross bridge. **MUST USE ON/OFF RAMPS TO AVOID CROSSING THIS BRIDGE.**
7) Do NOT travel under bridge. **MUST USE ON/OFF RAMPS DUE TO VERTICAL CLEARANCE OF THIS BRIDGE.**

Bridge Location	Condition Reference	Additional Conditions

Additional Land Use Permit Conditions for Pacific Pile and Marine (LUP #18-01)

1. The Owner-furnished stockpile of shot rock on Tract G Harbor, Subdivision is a pre-approved source of materials for use on the harbor project; PPM is responsible for meeting Contract requirements for the specific use(s) on the project.
2. Materials hauled back to Tract G must be in compliance with project requirements, and LUP requirements. The LUP should indicate the boundaries and condition of the final stockpile at Tract G to ensure the stockpile is not more than 30 feet high and the slopes are safe, there is enough room around the stockpile to ensure access to other material on the site, the final surface around the stockpiles is graded to prevent ponding, and the surface does not contain excess silt/fine sand that would runoff or be tracked off site by vehicles. If the volume of materials becomes so great that these conditions can't be met, negotiations with the City and Construction Manager may allow for exceptions.
3. The Plan states the haul days are flexible and the Applications states the lease will start on March 15, which is one day after the Planning & Zoning Commission meeting and five days before the City Council could take action on the permit, therefore the Contractor should know the lease cannot be executed until a reasonable time after the Council meeting (anticipated lease start date of March 21st), and the City should provide information to PPM about operations of the canneries, fishermen, others and special events that would occur and must be considered during the six month period the hauling activities are anticipated.
4. PPM's LUP request indicates up to 50,000 CY of materials may be disposed of at the Sea Otter Parcel. This is dependent on how effective various operations are on the project and the contractor retains all contractual rights regarding this issue. Dredging schedule isn't identical with the use of Tract G under this permit. The LUP will allow for 6 months of use to the site, and may be available for an extension.
5. The plan to mitigate road contamination should include sweeping/washing the dust/mud on the roads during the hauling work as well as after hauling, and should provide for cleaning up debris that is swept to the road edges so it does not become a problem for the adjacent properties or create a runoff problem for the SWPPP.
6. PPM confirms they will have a private sweeper available and capable of cleaning the road. The City's sweeper should only be used for emergency situations and PPM should be informed that the City incurs equipment costs as well as disruption of operator duties.
7. PPM shall coordinate with the City in the event the City wants to access Tract G to remove materials. PPM will maintain their LUP rights to the site for the entirety of the permit.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, AUTHORIZING THE CITY CLERK TO
DISPOSE OF CERTAIN CITY RECORDS

WHEREAS, the documents as listed in "Attachment A" are not of an historical, legal, or administrative value; and

WHEREAS, the documents have been retained for the length of the retention period as provided in Resolution No. 02-57.

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

The records as listed in "Attachment A" and "Attachment B" have met the retention period as approved by Resolution No. 02-57, and may be destroyed by the City Clerk as provided in Section 2.76.080 of the Valdez Municipal Code.

PASSED AND APPROVED this 20th day of March, 2018.

CITY OF VALDEZ, ALASKA

Ruth E. Knight, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Destruction Eligibility: Boxes

CITY OF VALDEZ

Finance

ATTACHMENT A

(COV)

(/FIN/)

Accounts Payable

()

Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
1	602			05/30/2017	01/01/2007	12/30/2011	12/31/2017
	Wire Transfer						
	Checks						
	Voided checks						
	AP checks						
	Purchase Orders						

Total Boxes in Record Series: 1

Accounts Receivable

()

Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
2	605			06/22/2017	01/01/2010	07/01/2011	12/31/2017
	Journal Entry						
	Cash Receipts						
3	609			06/22/2017	12/31/2009	07/31/2010	12/31/2016
	Bank Statements						
	Cash Receipts						
	Journal Entry						
	Statements Of Assets						
	Detail Ledger						

Total Boxes in Record Series: 2

Total Boxes in Department: 3

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by: _____

Date: 3/15/18

Destruction Eligibility: Boxes

CITY OF VALDEZ

FIN: Accounts Payable

4 Year

(COV)

(/FIN/AP/)

()


Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
4	508			04/13/2015	01/01/2013	12/31/2013	12/31/2017
	A/P Checks #54308 - #54799 Inclusive dates: 2013						
5	509			04/13/2015	01/01/2013	12/31/2013	12/31/2017
	A/P Checks #54800 - #55327 Inclusive dates: 2013						
6	510			04/13/2015	01/01/2013	12/31/2013	12/31/2017
	A/P ACH's #531 - #858 Inclusive dates: 2013						
7	511			04/13/2015	01/01/2013	12/31/2013	12/31/2017
	A/P ACH #859 - #1158 Inclusive dates: 2013						
8	526			06/18/2015	01/01/2013	12/31/2013	12/31/2017
	P-Card statements from November 01, 2013 through December 31, 2013 Inclusive dates: 2013						
9	532			06/18/2015	01/01/2013	12/31/2013	12/31/2017
	P-Card statements from August 01, 2013 through October 31, 2013 Inclusive dates: 2013						
10	536			06/18/2015	01/01/2013	12/31/2013	12/31/2017
	P-Card statements from April 15, 2013 through July 31, 2013 Inclusive dates: 2013						
11	537			06/18/2015	01/01/2013	12/31/2013	12/31/2017
	P-Card Statements from January 1, 2013 through April 15, 2013 Inclusive dates: 2013						

Total Boxes in Record Series: 8

Total Boxes in Department: 8

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by:



Date:

3/15/18

Destruction Eligibility: Boxes

CITY OF VALDEZ

FIN: Accounts Receivable

3 Year

(COV)
(/FIN/AR/)
()

Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
12	544			01/12/2016	01/01/2014	12/31/2014	12/31/2017
	Deposit Slips and Credit Card Batches Inclusive dates: 2014						

Total Boxes in Record Series: 1

4 Year

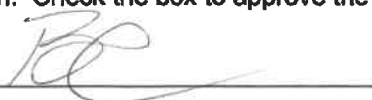
Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
13	525			06/19/2015	01/01/2013	12/31/2013	12/31/2017
	Daily Cash Receipts from August 1, 2013 through December 31, 2013 Inclusive dates: 2013						
14	528			06/23/2015	01/01/2013	12/31/2013	12/31/2017
	A/R - Property Changes (January through December), Billing Requests and Invoices (January through May), Harbor Reports (January through December), Correspondence Inclusive dates: 2013						
15	533			06/19/2015	01/01/2013	12/31/2013	12/31/2017
	Daily Cash Receipts from January 2, 2013 through July 31, 2013 Inclusive dates: 2013						
16	534			06/23/2015	01/01/2013	12/31/2013	12/31/2017
	Billing Request and Invoices (June through December), UT and A/R Utility Billing Adjustments, Meter Reads, Credit Card Statements, Alaska Court System, 911 Surcharge, Miscellaneous Revenue and Lease Summary Inclusive dates: 2013						
17	573			06/24/2015	01/01/2013	12/31/2013	12/31/2017
	2013 Ambulance Service Reports, Department Revenue, Revenue Clearing 39500, Cornerstone, State of Alaska Revenue General Ledger, UT Shut Off & Dumpster, Closed B&B's: House of Irish Rentals, Crowne Spa & Retreat, Blueberry Mary's, Patty Anne's B&B, The Fisherman's Rack, Swift's B&B, Public Accommodation Tax Inclusive dates: 2013						

Total Boxes in Record Series: 5

Total Boxes in Department: 6

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by:



Date:

3/15/18

Destruction Eligibility: Boxes

CITY OF VALDEZ

Other

4 Year

(COV)
(/FIN/OTHER/)
()

Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
18	553			02/23/2016	01/01/2013	12/31/2013	12/31/2017
	2013 Energy assistance application Inclusive dates: 2013						

Total Boxes In Record Series: 1

Total Boxes in Department: 1

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by: _____

Date: 3/15/18

Destruction Eligibility: Boxes

CITY OF VALDEZ

FIN: Payroll

10 Year

(COV)

(/FIN/PAYROLL/)

()

Item	Box#	UBN	Submitted By	Creation	From	To	Destruct
19	76			08/30/2013	01/01/2007	12/31/2007	12/31/2017
	General Ledger Payroll Journal (07/18/07 - 12/21/07) Inclusive dates: 2007						

Total Boxes in Record Series: 1

Total Boxes in Department: 1

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by: _____

Date: 3/14/18

Destruction Eligibility: Documents

CITY OF VALDEZ

CD: Business Registration

ATTACHMENT B

BUSINESS LICENSE

0
0
0

Document#	Creation	From	To
<input type="checkbox"/> 5838	12/01/2016		12/31/2013
5838	#1 Cleaning Services 12-31-2013.pdf		
Hang Thi Le/Monica			
<input type="checkbox"/> 5841	12/01/2016		12/31/2013
5841	907 Snowcat LLC 12-31-2013.pdf		
Nate Smith			
<input type="checkbox"/> 5847	12/01/2016		12/31/2013
5847	AA Salcha Marine 12-31-2013.pdf		
Donna Uphues			
<input type="checkbox"/> 5851	12/01/2016		12/31/2013
5851	A Rogue's Garden 12-31-2013.pdf		
Kathryn Nielsen			
<input type="checkbox"/> 5855	12/01/2016		12/31/2013
5855	Absolute Services Inc 12-31-2013.pdf		
Wade Lewis			
<input type="checkbox"/> 5858	12/01/2016		12/31/2013
5858	Acres Kwik Trip 12-31-2013.pdf		
Phyllis Johnson			
<input type="checkbox"/> 5862	12/01/2016		12/31/2013
5862	Advocates for Victims of Violence Inc 12-31-2013.pdf		
Rowena Palomer			
<input type="checkbox"/> 5866	12/01/2016		12/31/2013
5866	Alaska Avalanche Information Center 12-31-2013.pdf		
Sarah Carter			
<input type="checkbox"/> 5870	12/01/2016		12/31/2013
5870	Alaska Chadux Corporation 12-31-2013.pdf		
Maura Shea			
<input type="checkbox"/> 5874	12/01/2016		12/31/2013
5874	Alaska Court Services Inc 12-31-2013.pdf		
Steve Arturo			
<input type="checkbox"/> 5881	12/01/2016		12/31/2013
5881	Alaska Glass & Door LLC 12-31-2013.pdf		
Shelley Davis			
<input type="checkbox"/> 5884	12/01/2016		12/31/2013
5884	Alaska Geographic Association 12-31-2013.pdf		
Christy Shira			
<input type="checkbox"/> 5888	12/01/2016		12/31/2013
5888	Alaska Glazing Inc 12-31-2013.pdf		
Michael Merrill			
<input type="checkbox"/> 5893	12/01/2016		12/31/2013
5893	Alaska Marine Guides LLC 12-31-2013.pdf		
Mark Young			

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by: _____



Date: _____

3/5/18

Destruction Eligibility: Documents

CITY OF VALDEZ

CD: Business Registration

BUSINESS LICENSE

0
0
0

Document#	Creation	From	To
<input type="checkbox"/> 5897	12/01/2016		12/31/2013
5897	Alaska Maritime Services 12-31-2013.pdf		
Mark Delozier			
<input type="checkbox"/> 5900	12/01/2016		12/31/2013
5900	Alaska Monitoring & Drug Testing LLC 12-31-2013.pdf		
Kimberly Scott			
<input type="checkbox"/> 5903	12/01/2016		12/31/2013
5903	Alaska Performance Enterprises 12-31-2013.pdf		
Duane Edelman			
<input type="checkbox"/> 5906	12/01/2016		12/31/2013
5906	Alaska Power Vac LLC 12-31-2013.pdf		
Anita Leader			
<input type="checkbox"/> 5913	12/01/2016		12/31/2013
5913	Alaska Tanker Company LLC 12-31-2013.pdf		
Rene Chrystal			
<input type="checkbox"/> 5917	12/01/2016		12/31/2013
5917	Alaska West Express Inc 12-31-2013.pdf		
Sherry Thompson			
<input type="checkbox"/> 5921	12/01/2016		12/31/2013
5921	Alaskai Charters 12-31-2013.pdf		
Wayne Gunion			
<input type="checkbox"/> 5925	12/01/2016		12/31/2013
5925	Alpine Garden and Hearth 12-31-2013.pdf		
Ruth Knight or Alan Sorum			
<input type="checkbox"/> 5927	12/01/2016		12/31/2013
5927	Amber M. McGee 12-31-2013.pdf		
Amber McGee			
<input type="checkbox"/> 5931	12/01/2016		12/31/2013
5931	Alaskan Auto Inc 12-31-2013.pdf		
Kelly Walls			
<input type="checkbox"/> 5935	12/01/2016		12/31/2013
5935	Alpine Air Alaska Inc 12-31-2013.pdf		
Keith Essex			
<input type="checkbox"/> 5940	12/01/2016		12/31/2013
5940	All Wall Contracting Inc 12-31-2013.pdf		
Roy Glisson			
<input type="checkbox"/> 5947	12/01/2016		12/31/2013
5947	Anchorage Funeral Home Inc 12-31-2013.pdf		
Blaine Elder			
<input type="checkbox"/> 5951	12/01/2016		12/31/2013
5951	Angry Alaskan 12-31-2013.pdf		
Jamie Schnider			

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Document#	Creation	From	To
<input type="checkbox"/> 5954	12/01/2016		12/31/2013
5954		Apartments Plus 12-31-2013.pdf	
Paul MacDonald			
<input type="checkbox"/> 5958	12/01/2016		12/31/2013
5958		Arctic Fox Enterprises LLC 12-31-2013.pdf	
Dee Hodges			
<input type="checkbox"/> 5963	12/01/2016		12/31/2013
5963		Alyeska Pipeline Service Co 12-31-2013.pdf	
Robert Thaggard			
<input type="checkbox"/> 5967	12/01/2016		12/31/2013
5967		APEX Alaska Inc 12-31-2013.pdf	
Dean Blood			
<input type="checkbox"/> 5970	12/01/2016		12/31/2013
5970		Avis Rent A Car 12-31-2013.pdf	
M.E. Halcro			
<input type="checkbox"/> 5972	12/01/2016		12/31/2013
5972		Appraisal Company of Alaska LLC 12-31-2013.pdf	
Michael Renfro			
<input type="checkbox"/> 5976	12/01/2016		12/31/2013
5976		Arrow Alaska Transportation 12-31-2013.pdf	
Frank Blood			
<input type="checkbox"/> 5980	12/01/2016		12/31/2013
5980		Aurora Charters 12-31-2013.pdf	
Rodney & Stacey Mitchell			
<input type="checkbox"/> 5984	12/01/2016		12/31/2013
5984		The Ascending Path LLC 12-31-2013.pdf	
Matt Szundy			
<input type="checkbox"/> 5988	12/01/2016		12/31/2013
5988		Arvidson Chiropractic 12-31-2013.pdf	
Brad Arvidson			
<input type="checkbox"/> 5992	12/01/2016		12/31/2013
5992		Arts Design LLC 12-31-2013.pdf	
Debra Yamakami			
<input type="checkbox"/> 5996	12/01/2016		12/31/2013
5996		Auklet Charter Services 12-31-2013.pdf	
David Janka			
<input type="checkbox"/> 6002	12/01/2016		12/31/2013
6002		Bare Essentials Esthetics 12-31-2013.pdf	
Carrie Smith			
<input type="checkbox"/> 6008	12/01/2016		12/31/2013
6008		Bayside RV Park 12-31-2013.pdf	
Debra Hansen			

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Document#	Creation	From	To
<input type="checkbox"/> 6018	12/01/2016		12/31/2013
6018		Bear Creek Cabins & RV Park Inc 12-31-2013.pdf	
LaVerne Eickman			
<input type="checkbox"/> 6022	12/01/2016		12/31/2013
6022		Bell Interiors 12-31-2013.pdf	
Rhonda Chaffin			
<input type="checkbox"/> 6027	12/01/2016		12/31/2013
6027		Bergey Family Farm 12-31-2013.pdf	
Thomas Bergey			
<input type="checkbox"/> 6031	12/01/2016		12/31/2013
6031		Bettisworth North Architects & Planners 12-31-2013.pdf	
Tracy Vanairsdale			
<input type="checkbox"/> 6038	12/01/2016		12/31/2013
6038		Berth II Inc 12-31-2013.pdf	
Annie Wiard			
<input type="checkbox"/> 6042	12/01/2016		12/31/2013
6042		Best Western Valdez Harbor Inn 12-31-2013.pdf	
Bidarka Inn Homer Inc			
<input type="checkbox"/> 6050	12/01/2016		12/31/2013
6050		Black Ops Valdez LLC 12-31-2013.pdf	
Tabatha Swierk			
<input type="checkbox"/> 6054	12/01/2016		12/31/2013
6054		Bodies in Balance Inc 12-31-2013.pdf	
Daniel Walker			
<input type="checkbox"/> 6060	12/01/2016		12/31/2013
6060		Braco Rental 12-31-2013.pdf	
William Basic			
<input type="checkbox"/> 6064	12/01/2016		12/31/2013
6064		Brown Bear Products 12-31-2013.pdf	
Linda Thompson			
<input type="checkbox"/> 6066	12/01/2016		12/31/2013
6066		Bristow Alaska Inc 12-31-2013.pdf	
Rick Rogers			
<input type="checkbox"/> 6077	12/01/2016		12/31/2013
6077		CH2M Hill Alaska Inc 12-31-2013.pdf	
John Bauer			
<input type="checkbox"/> 6083	12/01/2016		12/31/2013
6083		Cap'n Patty Charters 12-31-2013.pdf	
Michael Wing			
<input type="checkbox"/> 6088	12/01/2016		12/31/2013
6088		Capt'n Joe's Gas 12-31-2013.pdf	
Laura Saxe			

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Document#	Creation	From	To
<input type="checkbox"/> 6092	12/01/2016		12/31/2013
6092		Carille Transportation Systems Inc 12-31-2013.pdf	
Harry McDonald			
<input type="checkbox"/> 6095	12/01/2016		12/31/2013
6095		Celebrate Your Choices-Life Coaching 12-31-2013.pdf	
Susan Niman			
<input type="checkbox"/> 6101	12/01/2016		12/31/2013
6101		Ceramic Studio 12-31-2013.pdf	
Tina Russell			
<input type="checkbox"/> 6105	12/01/2016		12/31/2013
6105		Chena RV Park 12-31-2013.pdf	
Everett & Judith Bartlett			
<input type="checkbox"/> 6109	12/01/2016		12/31/2013
6109		Chugach Helicopter Skiing LLC 12-31-2013.pdf	
Scott Raynor			
<input type="checkbox"/> 6115	12/01/2016		12/31/2013
6115		Cinemaniamedia Magic 12-31-2013.pdf	
Susan Stadelbergstrom			
<input type="checkbox"/> 6118	12/01/2016		12/31/2013
6118		C J's 12-31-2013.pdf	
Laura Saxe			
<input type="checkbox"/> 6122	12/01/2016		12/31/2013
6122		Class 3 Weaponry 12-31-2013.pdf	
Thomas Pratt			
<input type="checkbox"/> 6128	12/01/2016		12/31/2013
6128		Clean Alaska 12-31-2013.pdf	
Claudia Kipar			
<input type="checkbox"/> 6132	12/01/2016		12/31/2013
6132		Connecting Ties Inc 12-31-2013.pdf	
Tina Russell			
<input type="checkbox"/> 6135	12/01/2016		12/31/2013
6135		Copper River Red Spud Company 12-31-2013.pdf	
Douglas Vollman			
<input type="checkbox"/> 6147	12/01/2016		12/31/2013
6147		CV Farms (formerly Cabinet Valley Farms) 12-31-2013.pdf	
Wayne Harmon			
<input type="checkbox"/> 6150	12/01/2016		12/31/2013
6150		Crowley Petroleum Distribution Inc 12-31-2013.pdf	
<input type="checkbox"/> 6161	12/01/2016		12/31/2013
6161		Corsair Charters LLC 12-31-2013.pdf	
Moria & Dan Ureda			
<input type="checkbox"/> 6165	12/01/2016		12/31/2013

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Document#	Creation	From	To
<input type="checkbox"/> 6165	CPD Alaska LLC 12-31-2013.pdf		
<input type="checkbox"/> 6169	12/01/2016		12/31/2013
6169	CRW Engineering Group LLC 12-31-2013.pdf		
Michael Rabe			
<input type="checkbox"/> 6171	12/01/2016		12/31/2013
6171	D & G Unlimited 12-31-2013.pdf		
Greg & Deanna Gudgeon			
<input type="checkbox"/> 6175	12/01/2016		12/31/2013
6175	D & K Landscaping 12-31-2013.pdf		
David Towne			
<input type="checkbox"/> 6179	12/01/2016		12/31/2013
6179	D Rock B Custom Guns LLC 12-31-2013.pdf		
Barbara Rusher			
<input type="checkbox"/> 6185	12/01/2016		12/31/2013
6185	David B McCarrey 12-31-2013.pdf		
David Carrey			
<input type="checkbox"/> 6193	12/01/2016		12/31/2013
6193	D S & G LLC 12-31-2013.pdf		
Peggy Dodd			
<input type="checkbox"/> 6198	12/01/2016		12/31/2013
6198	Deaton Enterprises Inc 12-31-2013.pdf		
Kenneth & Kelly Deaton			
<input type="checkbox"/> 6202	12/01/2016		12/31/2013
6202	Delicate Spectrum Engineering LLC 12-31-2013.pdf		
David Hippe			
<input type="checkbox"/> 6208	12/01/2016		12/31/2013
6208	Delsbrat Charters 12-31-2013.pdf		
Robert Jaynes			
<input type="checkbox"/> 6210	12/01/2016		12/31/2013
6210	The Dental Office 12-31-2013.pdf		
Dale Houseman			
<input type="checkbox"/> 6215	12/01/2016		12/31/2013
6215	Dish Network LLC 12-31-2013.pdf		
Tamara Volmer			
<input type="checkbox"/> 6219	12/01/2016		12/31/2013
6219	Donna Lane Associates 12-31-2013.pdf		
Donna Lane			
<input type="checkbox"/> 6224	12/01/2016		12/31/2013
6224	Door Systems of Alaska Inc 12-31-2013.pdf		
Elizabeth Bergh			
<input type="checkbox"/> 6231	12/01/2016		12/31/2013
6231	Dunning Enterprises 12-31-2013.pdf		

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Document#	Creation	From	To
<input type="checkbox"/> 6238 Dwain Dunning	12/01/2016		12/31/2013
6238 Marvin Newman		Ebbtide Charters Inc 12-31-2013.pdf	
<input type="checkbox"/> 6255	12/01/2016		12/31/2013
6255 Carole Derifield		Eagles Auxiliary #1971 12-31-2013.pdf	
<input type="checkbox"/> 6260	12/01/2016		12/31/2013
6260 Steve Waller		Eagle's Nest Unlimited 12-31-2013.pdf	
<input type="checkbox"/> 6268	12/01/2016		12/31/2013
6268 Ryan Bloom		EMC Engineering 12-31-2013.pdf	
<input type="checkbox"/> 6276	12/01/2016		12/31/2013
6276 Matthew Brown		Fire Art Pyrotechnics 12-31-2013.pdf	
<input type="checkbox"/> 6280	12/01/2016		12/31/2013
6280 Amalia Estrada		Ernesto's Mobile Grill 12-31-2013.pdf	
<input type="checkbox"/> 6290	12/01/2016		12/31/2013
6290 Laura Saxe		Eagle's Rest RV Park 12-31-2013.pdf	
<input type="checkbox"/> 6294	12/01/2016		12/31/2013
6294 Brad Authier		ERM Alaska Inc 12-31-2013.pdf	
<input type="checkbox"/> 6295	12/01/2016		12/31/2013
6295 Brad Authier		ERM Alaska Inc 12-31-2013 (DUP 6295).PDF	
<input type="checkbox"/> 6297	12/01/2016		12/31/2013
6297 Brad Authier		ERM Alaska Inc 12-31-2013 (DUP 6297).PDF	
<input type="checkbox"/> 6301	12/01/2016		12/31/2013
6301 Ernesto Hernandez		First National Bank Alaska 12-31-2013.pdf	
<input type="checkbox"/> 6305	12/01/2016		12/31/2013
6305 Ernesto Hernandez		Ernesto's Taqueria 12-31-2013.pdf	
<input type="checkbox"/> 6308	12/01/2016		12/31/2013
6308 Monica Conger		First Student Inc 12-31-2013.pdf	
<input type="checkbox"/> 6311	12/01/2016		12/31/2013
6311 Gregory Kern		Fish Central 12-31-2013.pdf	

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Document#	Creation	From	To
<input type="checkbox"/> 6315	12/01/2016		12/31/2013
6315		For the LOVE of Gardening 12-31-2013.pdf	
Matt & Judith Lorenz			
<input type="checkbox"/> 6317	12/01/2016		12/31/2013
6317		Fisherman's Packing Company 12-31-2013.pdf	
Duane Edelman			
<input type="checkbox"/> 6324	12/01/2016		12/31/2013
6324		Geo Engineers Inc 12-31-2013.pdf	
Charolette Henry			
<input type="checkbox"/> 6332	12/01/2016		12/31/2013
6332		Frontier Taxidermy 12-31-2013.pdf	
David Winney			
<input type="checkbox"/> 6338	12/01/2016		12/31/2013
6338		Fu Kung Chinese Restaurant 12-31-2013.pdf	
Okhee Cho			
<input type="checkbox"/> 6343	12/01/2016		12/31/2013
6343		GCI Communication Corp 12-31-2013.pdf	
<input type="checkbox"/> 6351	12/01/2016		12/31/2013
6351		Gulf Coast Inc 12-31-2013.pdf	
Claudla Klpar			
<input type="checkbox"/> 6355	12/01/2016		12/31/2013
6355		Gunion's Towing 12-31-2013.pdf	
Don Gunion			
<input type="checkbox"/> 6358	12/01/2016		12/31/2013
6358		Gunion's Trucking 12-31-2013.pdf	
Don Gunion			
<input type="checkbox"/> 6363	12/01/2016		12/31/2013
6363		Geo Works 12-31-2013.pdf	
George Ingebo			
<input type="checkbox"/> 6367	12/01/2016		12/31/2013
6367		Glacier Mini Storage 12-31-2013.pdf	
Richard Wade			
<input type="checkbox"/> 6371	12/01/2016		12/31/2013
6371		Glacier Sign and Lighting Inc 12-31-2013.pdf	
Thomas Todd			
<input type="checkbox"/> 6375	12/01/2016		12/31/2013
6375		Glacier Sound Inn Inc 12-31-2013.pdf	
Myung Won			
<input type="checkbox"/> 6377	12/01/2016		12/31/2013
6377		Glacier Wildlife Cruises-Lu Lu Belle 12-31-2013.pdf	
Frederick Rodolf			
<input type="checkbox"/> 6380	12/01/2016		12/31/2013

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Document#	Creation	From	To
6380		Gloy's Thai Food 12-31-2013.pdf	
Denali Thai Food LLC			
<input type="checkbox"/> 6381	12/01/2016		12/31/2013
6381		Gloy's Thai Food 12-31-2013 (DUP 6381).PDF	
Denali Thai Food LLC			
<input type="checkbox"/> 6382	12/01/2016		12/31/2013
6382		Glen Mills Snow Removal 12-31-2013.pdf	
Glen Mills			
<input type="checkbox"/> 6383	12/01/2016		12/31/2013
6383		Green Peak Graphics 12-31-2013.pdf	
Jenessa Ables & Holly Wolgamott			
<input type="checkbox"/> 6386	12/01/2016		12/31/2013
6386		Great Land Acupuncture 12-31-2013.pdf	
Jeanne Passin			
<input type="checkbox"/> 6393	12/01/2016		10/31/2013
6393		Gloy's Thai Food 10-31-2013.pdf	
Denali Thai Food LLC			
<input type="checkbox"/> 6400	12/01/2016		12/31/2013
6400		H2O Guides Inc 12-31-2013.pdf	
Dean and Karen Cummings			
<input type="checkbox"/> 6402	12/01/2016		04/30/2013
6402		H2O Guides Inc 04-30-2013.pdf	
Dean and Karen Cummings			
<input type="checkbox"/> 6407	12/01/2016		12/31/2013
6407		Haltness Equipment LLC 12-31-2013.pdf	
Julie Haltness			
<input type="checkbox"/> 6412	12/01/2016		12/31/2013
6412		H D Marine LLC (Weld, Fabrication, Svc) 12-31-2013.pdf	
Bruce Hedberg or Edward Day			
<input type="checkbox"/> 6415	12/01/2016		12/31/2013
6415		H D Marine LLC (Storage & Lease) 12-31-2013.pdf	
Bruce Hedberg or Edward Day			
<input type="checkbox"/> 6417	12/01/2016		12/31/2013
6417		Hannah Kate Photography 12-31-2013.pdf	
Hannah Norris			
<input type="checkbox"/> 6420	12/01/2016		12/31/2013
6420		Handyman Scott 12-31-2013.pdf	
Scott Randall			
<input type="checkbox"/> 6423	12/01/2016		12/31/2013
6423		Hedberg's Mobile Welding 12-31-2013.pdf	
Bruce Hedberg			
<input type="checkbox"/> 6429	12/01/2016		12/31/2013

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Document#	Creation	From	To
<input type="checkbox"/> 6429		Hodge Enterprises 12-31-2013.pdf	
Tim Hodge			
<input type="checkbox"/> 6435	12/01/2016		12/31/2013
6435		Integrity Networks Inc 12-31-2013.pdf	
John Russell			
<input type="checkbox"/> 6446	12/01/2016		12/31/2013
6446		Hook, Line & Sinker 12-31-2013.pdf	
Lawrence Hodges			
<input type="checkbox"/> 6450	12/01/2016		12/31/2013
6450		Hunters Dance Studio 12-31-2013.pdf	
Nani Hunter			
<input type="checkbox"/> 6457	12/01/2016		12/31/2013
6457		In And Out Cleaning Services 12-31-2013.pdf	
Amanda Baird			
<input type="checkbox"/> 6460	12/01/2016		12/31/2013
6460		Interior Mobile Welding & Services Inc 12-31-2013.pdf	
Randall Beeman			
<input type="checkbox"/> 6465	12/01/2016		12/31/2013
6465		HDR Alaska Inc 12-31-2013.pdf	
Chad Hartnett			
<input type="checkbox"/> 6469	12/01/2016		12/31/2013
6469		Head Hunters Inc 12-31-2013.pdf	
Amalia Estrada			
<input type="checkbox"/> 6472	12/01/2016		12/31/2013
6472		Headhunters Beauty Salon 12-31-2013.pdf	
Amalia Estrada			
<input type="checkbox"/> 6478	12/01/2016		12/31/2013
6478		Hamerly's Trucking LLC 12-31-2013.pdf	
Ryan Hamerly			
<input type="checkbox"/> 6483	12/01/2016		12/31/2013
6483		Harbor Landing General Store Inc 12-31-2013.pdf	
Debbie McCann			
<input type="checkbox"/> 6487	12/01/2016		12/31/2013
6487		Harding Ranch Inc 12-31-2013.pdf	
Jeff Harding			
<input type="checkbox"/> 6500	12/01/2016		12/31/2013
6500		Latte Dah 12-31-2013.pdf	
Kelly Deaton			
<input type="checkbox"/> 6504	12/01/2016		12/31/2013
6504		Law Offices of BixbyFranciosi PC 12-31-2013.pdf	
Michael Franciosi			
<input type="checkbox"/> 6510	12/01/2016		12/31/2013

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Document#	Creation	From	To
6510		Clondike Coffee 12-31-2013.pdf	
<input type="checkbox"/> 6513	12/01/2016	Ashley Chaffin	12/31/2013
6513		Knots by Scoe 12-31-2013.pdf	
<input type="checkbox"/> 6517	12/01/2016	James Ruscoe	12/31/2013
6517		L & M Financial Services Inc 12-31-2013.pdf	
<input type="checkbox"/> 6521	12/01/2016	Leo Paddock	12/31/2013
6521		Lantis Fireworks & Lasers Alaska LLC 12-31-2013.pdf	
<input type="checkbox"/> 6526	12/01/2016	Michael Bowen	12/31/2013
6526		Ladyluck Inc 12-31-2013.pdf	
<input type="checkbox"/> 6531	12/01/2016	Louis Pyle	12/31/2013
6531		Koala Kleening Services 12-31-2013.pdf	
<input type="checkbox"/> 6534	12/01/2016	Laurine Regan	12/31/2013
6534		Jones Carpet Care 12-31-2013.pdf	
<input type="checkbox"/> 6538	12/01/2016	Sam and Mona Jones	12/31/2013
6538		Katie Valentine Photography 12-31-2013.pdf	
<input type="checkbox"/> 6542	12/01/2016	Katie Valentine	12/31/2013
6542		KCHU 770AM 12-31-2013.pdf	
<input type="checkbox"/> 6546	12/01/2016	Daniel Sparrell	12/31/2013
6546		Keller Services 12-31-2013.pdf	
<input type="checkbox"/> 6550	12/01/2016	Jeffrey Keller	12/31/2013
6550		Keystone Hotel 12-31-2013.pdf	
<input type="checkbox"/> 6555	12/01/2016	Hidefumi Kono	12/31/2013
6555		Kirby Sales & Service of Alaska 12-31-2013.pdf	
<input type="checkbox"/> 6559	12/01/2016	Stan Borucki	12/31/2013
6559		J n J Upholstery Works 12-31-2013.pdf	
<input type="checkbox"/> 6561	12/01/2016	Johnny Neel	12/31/2013
6561		Janet Voska Massage Therapist 12-31-2013.pdf	
<input type="checkbox"/> 6564	12/01/2016	Janet Voska	12/31/2013

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Document#	Creation	From	To
6564		Jim's Gun Depot 12-31-2013.pdf	
<input type="checkbox"/> 6570	12/01/2016	James Larcom	12/31/2013
6570		Johnson Trailer Court 12-31-2013.pdf	
<input type="checkbox"/> 6578	12/01/2016	Erik Haltness	12/31/2013
6578		LifeSongs Antiques & Bead Design 12-31-2013.pdf	
<input type="checkbox"/> 6584	12/01/2016	Sharon and Larry Marchant	12/31/2013
6584		Lone Moose Outfitters 12-31-2013.pdf	
<input type="checkbox"/> 6589	12/01/2016	Joshua Larsen	12/31/2013
6589		Lounsbury & Associates Inc 12-31-2013.pdf	
<input type="checkbox"/> 6594	12/01/2016	Jackie McIntosh	12/31/2013
6594		Loving Kindness A Helping Hand LLC 12-31-2013.pdf	
<input type="checkbox"/> 6596	12/01/2016	Cynthia Ebb	08/12/2013
6596		Loving Kindness A Helping Hand LLC 08-12-2013.pdf	
<input type="checkbox"/> 6599	12/01/2016	Cynthia Ebb	12/31/2013
6599		Magpies Baked Goods 12-31-2013.pdf	
<input type="checkbox"/> 6603	12/01/2016	Margaret Nylund	12/31/2013
6603		Luck of the Irish Charters 12-31-2013.pdf	
<input type="checkbox"/> 6606	12/01/2016	Patrick and Peggy Bookey	12/31/2013
6606		Mai Thai Alaska LLC 12-31-2013.pdf	
<input type="checkbox"/> 6609	12/01/2016	Nobleza Bailey	12/31/2013
6609		Makar Eyecare 12-31-2013.pdf	
<input type="checkbox"/> 6612	12/01/2016	Anthony and Rebecca Makar	12/31/2013
6612		Mandi's Place 12-31-2013.pdf	
<input type="checkbox"/> 6619	12/01/2016	Jerid Hesseling and Mandi Huddleston	12/31/2013
6619		Mark's Repair Inc 12-31-2013.pdf	
<input type="checkbox"/> 6622	12/01/2016	Mark Cline	12/31/2013
6622		Martin Engineering Inc 12-31-2013.pdf	
<input type="checkbox"/> 6628	12/01/2016	Mark Martin	12/31/2013

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Document#	Creation	From	To
6628		MaryLou R Vanderburg 12-31-2013.pdf	
<input type="checkbox"/> 6635	12/01/2016	MaryLou R Vanderburg Message by Carol 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6641	12/01/2016	Carol Crisp Message by Nanci 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6645	12/01/2016	Nanci Hill Matrix Services 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6647	12/01/2016	Maurice Beem McCay Food Services Inc 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6651	12/01/2016	James McCay McGee's Snow Removal 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6654	12/01/2016	Christian McGee McKay Yard Service 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6659	12/01/2016	Scott McKay McKeag's Outpost 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6665	12/01/2016	Darcy Rossenborg Melinda's V.I.P Nail Studio 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6666	12/01/2016	Melinda Smith Melinda's V.I.P Nail Studio 08-05-2013.pdf	08/05/2013
<input type="checkbox"/> 6670	12/01/2016	Melinda Smith Mike's Palace 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6674	12/01/2016	Okhee Cho Mineral Creek Court LLC 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6678	12/01/2016	Becky Wade Miss Mary's Daycare 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6687	12/01/2016	Mary Day MJC Equipment Consultant 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 6695	12/01/2016	Eligra Ragan	12/31/2013

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Document#	Creation	From	To
6695	Moore Alaska Consulting 12-31-2013.pdf		
Frances (Sandy) Moore			
<input type="checkbox"/> 6699	12/01/2016		12/31/2013
6699	Mountain Sky Hotel & Suites 12-31-2013.pdf		
Jessilyn Hong			
<input type="checkbox"/> 6702	12/01/2016		12/31/2013
6702	Mountain Wise Enterprises 12-31-2013.pdf		
Merreley Donohue			
<input type="checkbox"/> 6705	12/01/2016		12/31/2013
6705	Mr Clean 12-31-2013.pdf		
Amalia Estrada			
<input type="checkbox"/> 6712	12/01/2016		12/31/2013
6712	New Horizons Telecom Inc 12-31-2013.pdf		
Ronald Sopko - Agent			
<input type="checkbox"/> 6717	12/01/2016		12/31/2013
6717	NGOA Marine LLC 12-31-2013.pdf		
Neil Kelly			
<input type="checkbox"/> 6723	12/01/2016		12/31/2013
6723	No Name Pizza 12-31-2013.pdf		
Kyung Greever			
<input type="checkbox"/> 6727	12/01/2016		12/31/2013
6727	North Pacific Fuel 12-31-2013.pdf		
Petro Star Inc			
<input type="checkbox"/> 6731	12/01/2016		12/31/2013
6731	North Star Terminal and Stevedore Co LLC 12-31-2013.pdf		
Susan Springer			
<input type="checkbox"/> 6735	12/01/2016		12/31/2013
6735	North Wave Communications Inc 12-31-2013.pdf		
Laurie Prax			
<input type="checkbox"/> 6742	12/01/2016		12/31/2013
6742	Northern Magic Charters-Seaclusion Saltw 12-31-2013.pdf		
Dan Eames			
<input type="checkbox"/> 6746	12/01/2016		12/31/2013
6746	Northern Skies Photography & Framing 12-31-2013.pdf		
Daniel Plaster			
<input type="checkbox"/> 6749	12/01/2016		12/31/2013
6749	Northern Treats 12-31-2013.pdf		
William and Janai Comer			
<input type="checkbox"/> 6752	12/01/2016		12/31/2013
6752	Northwest Security Solutions 12-31-2013.pdf		
Christopher Masters			
<input type="checkbox"/> 6755	12/01/2016		12/31/2013

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Document#	Creation	From	To
6755		Nuisance Wildlife Management LLC 12-31-2013.pdf	
<input type="checkbox"/> 6757	12/01/2016	Robert Doran III	12/31/2013
6757		Nuliaq Alaska Charters 12-31-2013.pdf	
<input type="checkbox"/> 6759	12/01/2016	Richard Tate	12/31/2013
6759		Off the Map Consulting 12-31-2013.pdf	
<input type="checkbox"/> 6763	12/01/2016	Lisa and Daniel Sparrell	12/31/2013
6763		Northwind 12-31-2013.pdf	
<input type="checkbox"/> 6766	12/01/2016	Leo Paddock	12/31/2013
6766		Old Town Services 12-31-2013.pdf	
<input type="checkbox"/> 6769	12/01/2016	Glen (Randy) Mills	12/31/2013
6769		O'Neil Tax & Accounting 12-31-2013.pdf	
<input type="checkbox"/> 6774	12/01/2016	Jeremy O'Neil	12/31/2013
6774		Ootana Aqua-Ha Conservation Group 12-31-2013.pdf	
<input type="checkbox"/> 6779	12/01/2016	Rusty Hansen	12/31/2013
6779		Puffin Learning Center LLC 12-31-2013.pdf	
<input type="checkbox"/> 6784	12/01/2016	Christine Kupczyk	12/31/2013
6784		Quarterback Charters 12-31-2013.pdf	
<input type="checkbox"/> 6787	12/01/2016	Karl Amundsen	12/31/2013
6787		Quiet Waters 12-31-2013.pdf	
<input type="checkbox"/> 6793	12/01/2016	Tiffeni Major	12/31/2013
6793		Orion Charters 12-31-2013.pdf	
<input type="checkbox"/> 6797	12/01/2016	Dave and Frieda Wiley	12/31/2013
6797		P & R Enterprises Inc 12-31-2013.pdf	
<input type="checkbox"/> 6801	12/01/2016	Ricky and Carey Wade	12/31/2013
6801		Pangaea Adventures 12-31-2013.pdf	
<input type="checkbox"/> 6806	12/01/2016	Tim Duffy	12/31/2013
6806		Panorama North 12-31-2013.pdf	
<input type="checkbox"/> 6809	12/01/2016	Rodney Morrison and Kip Norris	12/31/2013

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Document#	Creation	From	To
6809		Patty Anne Charters 12-31-2013.pdf	
<input type="checkbox"/> 6811	12/01/2016	George Levasseur	12/31/2013
6811		Paul J Silveira DMD 12-31-2013.pdf	
<input type="checkbox"/> 6816	12/01/2016	Paul Silveira	12/31/2013
6816		Paw Power Kennels 12-31-2013.pdf	
<input type="checkbox"/> 6820	12/01/2016	Karen Cline	12/31/2013
6820		Peter Pan Seafoods Inc 12-31-2013.pdf	
<input type="checkbox"/> 6822	12/01/2016	Sara Plagge	12/31/2013
6822		Phil's Snow Removal and Land Clearing 12-31-2013.pdf	
<input type="checkbox"/> 6826	12/01/2016	Phil Dickenson	12/31/2013
6826		Petre's Fishing Charters 12-31-2013.pdf	
<input type="checkbox"/> 6830	12/01/2016	Dennis Petre	12/31/2013
6830		PND Engineers Inc 12-31-2013.pdf	
<input type="checkbox"/> 6834	12/01/2016	Brian McConnell	12/31/2013
6834		Polar Bear Floors 12-31-2013.pdf	
<input type="checkbox"/> 6837	12/01/2016	Albert Ramos	12/31/2013
6837		Polar Bug Threads 12-31-2013.pdf	
<input type="checkbox"/> 6843	12/01/2016	Paula Mountjoy	12/31/2013
6843		Premier Wireless & Satellite LLC 12-31-2013.pdf	
<input type="checkbox"/> 6847	12/01/2016	Ronald Retalia	12/31/2013
6847		Prince William Sound Books 12-31-2013.pdf	
<input type="checkbox"/> 6850	12/01/2016	Nancy Lethcoe	12/31/2013
6850		Prince William Sound Sportfishing Advent 12-31-2013.pdf	
<input type="checkbox"/> 6857	12/01/2016	Richard and Connie Ballow	12/31/2013
6857		Prospector Outfitters Inc 12-31-2013.pdf	
<input type="checkbox"/> 6861	12/01/2016	Joe Prax	12/31/2013
6861		Providence Valdez Medical Center 12-31-2013.pdf	
<input type="checkbox"/> 6864	12/01/2016	Sean McCallister	12/31/2013

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Document#	Creation	From	To
6864 Ricky Simpson	Oldtown Burgers 12-31-2013.pdf		
<input type="checkbox"/> 6882 6882 Jeremy O'Neil	12/01/2016 The O'Neil Law Office LLC 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6887 6887 Mike Bozine	12/01/2016 McKinley Fire Protection LLC 05-28-2013.pdf		05/28/2013
<input type="checkbox"/> 6891 6891 Richard Wade	12/01/2016 R & R Diving Services 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6899 6899 Rhonda Chaffin	12/01/2016 R Bell Enterprises (Janitorial) 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6908 6908 Bonnie Woods	12/01/2016 Reel Facts 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6911 6911 Greg Nault	12/01/2016 Regional Service Technicians LLC 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6913 6913 Russell Cunningham III	12/01/2016 Resurrection Ski & Snowboard Works 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6917 6917 Ricky Riggins	12/01/2016 Riggins Enterprises 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6920 6920 Kent Crandall	12/01/2016 Rise Alaska LLC 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6924 6924 Russell Roetman	12/01/2016 Roetman Equipment Services 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6928 6928 Rodney Walters	12/01/2016 Rodney Walters 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6932 6932 Jennifer Tucker	12/01/2016 Rough Cut Inc 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6935 6935 Marsha Armstrong	12/01/2016 RSA Engineering Inc 12-31-2013.pdf		12/31/2013
<input type="checkbox"/> 6940	12/01/2016		12/31/2013

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Document#	Creation	From	To
6940		Rumor Has It 12-31-2013.pdf	
<input type="checkbox"/> 6947	12/01/2016	Julie Brown	12/31/2013
6947		Rydor Enterprises LLC 12-31-2013.pdf	
<input type="checkbox"/> 6949	12/01/2016	Ryan McCune	12/31/2013
6949		Sabre Service LLC 12-31-2013.pdf	
<input type="checkbox"/> 6953	12/01/2016	Gary Schliesing	12/31/2013
6953		Sacred Grounds Espresso LLC 12-31-2013.pdf	
<input type="checkbox"/> 6957	12/01/2016	Ashley Chaffin	12/31/2013
6957		Safeway 12-31-2013.pdf	
<input type="checkbox"/> 6961	12/01/2016	Elly DeVries	12/31/2013
6961		Safway Services LLC 12-31-2013.pdf	
<input type="checkbox"/> 6965	12/01/2016	M. Leichtfose	12/31/2013
6965		SAIC Gemini Inc 12-31-2013.pdf	
<input type="checkbox"/> 6967	12/01/2016	Brandy Quick	12/31/2013
6967		Salcha Marine Inc 12-31-2013.pdf	
<input type="checkbox"/> 6976	12/01/2016	Donna Uphues	12/31/2013
6976		Salty Stitches LLC 12-31-2013.pdf	
<input type="checkbox"/> 6982	12/01/2016	Emmie Swanson	12/31/2013
6982		Samson Tug and Barge Co Inc 12-31-2013.pdf	
<input type="checkbox"/> 6986	12/01/2016	Juli Audette	12/31/2013
6986		Sanity Charters 12-31-2013.pdf	
<input type="checkbox"/> 6993	12/01/2016	Ken and Marla Larson	12/31/2013
6993		Second Time Around 12-31-2013.pdf	
<input type="checkbox"/> 6998	12/01/2016	Tina Russell	12/31/2013
6998		Seed Media LLC 12-31-2013.pdf	
<input type="checkbox"/> 7002	12/01/2016	Thomas Tapp	12/31/2013
7002		Shark Tooth Charters 12-31-2013.pdf	
<input type="checkbox"/> 7007	12/01/2016	David Pope	12/31/2013

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Document#	Creation	From	To
7007	Shi's Sassy Nails 12-31-2013.pdf		
	Joshua and Shiloh Marshall		
<input type="checkbox"/> 7008	12/01/2016		04/09/2013
7008	Shi's Sassy Nails 04-09-2013.pdf		
	Shiloh Marshall		
<input type="checkbox"/> 7014	12/01/2016		12/31/2013
7014	Silver Bay Seafoods-Valdez LLC 12-31-2013.pdf		
	Richard Riggs		
<input type="checkbox"/> 7018	12/01/2016		12/31/2013
7018	Silverback Investments Inc 12-31-2013.pdf		
	Peggy Dodd		
<input type="checkbox"/> 7022	12/01/2016		12/31/2013
7022	Small Fry Preschool LLC 12-31-2013.pdf		
	Darrell and Claudie Banner		
<input type="checkbox"/> 7027	12/01/2016		12/31/2013
7027	Smiling Seals Sewing 12-31-2013.pdf		
	Jordan and Saturnino Tapangco and Karen Feero		
<input type="checkbox"/> 7035	12/01/2016		12/31/2013
7035	Sound Realty 12-31-2013.pdf		
	Alice MacDonald		
<input type="checkbox"/> 7040	12/01/2016		12/31/2013
7040	Sound Services 12-31-2013.pdf		
	Dennis Retalia		
<input type="checkbox"/> 7044	12/01/2016		12/31/2013
7044	Sound View Apartments 12-31-2013.pdf		
	Jean Staton		
<input type="checkbox"/> 7048	12/01/2016		12/31/2013
7048	Sound Web Solutions LLC 12-31-2013.pdf		
	Karen Weiland		
<input type="checkbox"/> 7053	12/01/2016		12/31/2013
7053	Sourdough RV 12-31-2013.pdf		
	Betty Wells		
<input type="checkbox"/> 7056	12/01/2016		12/31/2013
7056	Split Endz 12-31-2013.pdf		
	Jodi Gilson		
<input type="checkbox"/> 7065	12/01/2016		12/31/2013
7065	St. Elmo North 12-31-2013.pdf		
	Steve McCann		
<input type="checkbox"/> 7068	12/01/2016		12/31/2013
7068	Stan Stephens Cruises Inc 12-31-2013.pdf		
	Colleen Stephens		
<input type="checkbox"/> 7080	12/01/2016		12/31/2013

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Document#	Creation	From	To
7080	Summertime Charters 12-31-2013.pdf		
<input type="checkbox"/> 7084	12/01/2016	Johnny Peters	12/31/2013
7084	Swift's Alaskan Adventures LLC 12-31-2013.pdf		
<input type="checkbox"/> 7086	12/01/2016	Robert Swift	12/31/2013
7086	Susan L Niman MA LMFT 12-31-2013.pdf		
<input type="checkbox"/> 7088	12/01/2016	Susan Niman	12/31/2013
7088	Taylor Fire Protection Services LLC 12-31-2013.pdf		
<input type="checkbox"/> 7091	12/01/2016	Rick Taylor	12/31/2013
7091	Tenkiller Taxidermy 12-31-2013.pdf		
<input type="checkbox"/> 7097	12/01/2016	William Felts	12/31/2013
7097	THC Cargo LLC 12-31-2013.pdf		
<input type="checkbox"/> 7100	12/01/2016	Alberto Benvenuto	12/31/2013
7100	THC Off The Hook Bar and Grill 12-31-2013.pdf		
<input type="checkbox"/> 7104	12/01/2016	Alberto Benvenuto	12/31/2013
7104	The AK Way 12-31-2013.pdf		
<input type="checkbox"/> 7107	12/01/2016	Kimberly Beshears	12/31/2013
7107	The Chocolate Gypsy LLC 12-31-2013.pdf		
<input type="checkbox"/> 7115	12/01/2016	Deborah Curtis	12/31/2013
7115	The Dog Barn LLC 12-31-2013.pdf		
<input type="checkbox"/> 7123	12/01/2016	Kathryn Hawkins	12/31/2013
7123	Thompson Pass Treks 12-31-2013.pdf		
<input type="checkbox"/> 7127	12/01/2016	Matthew Kinney	12/31/2013
7127	Three Bears #35 12-31-2013.pdf		
<input type="checkbox"/> 7130	12/01/2016	Stephen D. Mierop, VP	12/31/2013
7130	The Three D's 12-31-2013.pdf		
<input type="checkbox"/> 7139	12/01/2016	Douglas Desorcie	12/31/2013
7139	Tropical Sunsatons 12-31-2013.pdf		
<input type="checkbox"/> 7143	12/01/2016	Sharon Daniels	12/31/2013

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Document#	Creation	From	To
7143		University of Alaska 12-31-2013.pdf	
<input type="checkbox"/> 7146	12/01/2016	Steve Shiell	12/31/2013
7146		USKH Inc 12-31-2013.pdf	
<input type="checkbox"/> 7151	12/01/2016	Janet Rodgers	12/31/2013
7151		Valdez Airport Mancamp 12-31-2013.pdf	
<input type="checkbox"/> 7154	12/01/2016	Hidefumi Kono	12/31/2013
7154		Valdez Chiropractic and Massage 12-31-2013.pdf	
<input type="checkbox"/> 7159	12/01/2016	Edward Foster	12/31/2013
7159		Valdez City Schools 12-31-2013.pdf	
<input type="checkbox"/> 7167	12/01/2016	Amber Cockerham	12/31/2013
7167		Valdez Convention & Visitors Bureau 12-31-2013.pdf	
<input type="checkbox"/> 7171	12/01/2016	Colleen Stephens	12/31/2013
7171		Valdez Cooperative Preschool 12-31-2013.pdf	
<input type="checkbox"/> 7175	12/01/2016	Sanoë Deaver	12/31/2013
7175		Valdez Copper Basin Insurance 12-31-2013.pdf	
<input type="checkbox"/> 7180	12/01/2016	Mary Jo Evans	12/31/2013
7180		The Valdez Dance Company 12-31-2013.pdf	
<input type="checkbox"/> 7183	12/01/2016	Tracy Gilson	12/31/2013
7183		Valdez Elks Lodge #2537 12-31-2013.pdf	
<input type="checkbox"/> 7188	12/01/2016	Diana Crisp, Bookkeeper	12/31/2013
7188		Valdez Expediting Inc 12-31-2013.pdf	
<input type="checkbox"/> 7191	12/01/2016	Jeff Johnson	12/31/2013
7191		Valdez Fire & Water 12-31-2013.pdf	
<input type="checkbox"/> 7196	12/01/2016	Wendy Lee Snow	12/31/2013
7196		Valdez Fisheries Development Association 12-31-2013.pdf	
<input type="checkbox"/> 7199	12/01/2016	Laura Therriault	12/31/2013
7199		Valdez Forest Products 12-31-2013.pdf	
<input type="checkbox"/> 7201	12/01/2016	Michael Dials	12/31/2013

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Document#	Creation	From	To
<input type="checkbox"/> 7201	12/01/2016	Valdez Gypsy Wagon 12-31-2013.pdf	12/31/2013
Jackie Howard			
<input type="checkbox"/> 7207	12/01/2016	Copper Valley Electric Association Inc 12-31-2013.pdf	12/31/2013
7207			
B J Eaton			
<input type="checkbox"/> 7211	12/01/2016	South Central Hardware 12-31-2013.pdf	12/31/2013
7211			
Leo Paddock			
<input type="checkbox"/> 7216	12/01/2016	Law Office of Eric Auten 12-31-2013.pdf	12/31/2013
7216			
Eric Auten			
<input type="checkbox"/> 7219	12/01/2016	Valdez Outfitters 12-31-2013.pdf	12/31/2013
7219			
Timothy Bouchard			
<input type="checkbox"/> 7256	12/01/2016	No Name B and B 12-31-2013.pdf	12/31/2013
7256			
Barry Roberts			
<input type="checkbox"/> 7261	12/01/2016	Valdez Revive Restore 12-31-2013.pdf	12/31/2013
7261			
Chelsea Harrison			
<input type="checkbox"/> 7265	12/01/2016	Valdez Revive Restore 09-30-2013.pdf	09/30/2013
7265			
Chelsea Harrison			
<input type="checkbox"/> 7267	12/01/2016	Valdez Shooters Supply 12-31-2013.pdf	12/31/2013
7267			
Steven and Shannon Williams			
<input type="checkbox"/> 7273	12/01/2016	Garth's Plumbing and Heating 12-31-2013.pdf	12/31/2013
7273			
Garth Ade			
<input type="checkbox"/> 7278	12/01/2016	GBC Inc 12-31-2013.pdf	12/31/2013
7278			
Shaune Grose			
<input type="checkbox"/> 7282	12/01/2016	Glen Mills Construction 12-31-2013.pdf	12/31/2013
7282			
Glen O Mills			
<input type="checkbox"/> 7289	12/01/2016	Emerald Alaska Inc 12-31-2013.pdf	12/31/2013
7289			
Blake Hillis			
<input type="checkbox"/> 7296	12/01/2016	Fisher's Fuel Inc 12-31-2013.pdf	12/31/2013
7296			
Brad Fisher			
<input type="checkbox"/> 7304	12/01/2016		12/31/2013

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Document#	Creation	From	To
7304		Full Spectrum Painting Inc 12-31-2013.pdf	
<input type="checkbox"/> 7305	12/01/2016	12/31/2013	
7305		Full Spectrum Painting Inc 12-31-2013 (DUP 7305).PDF	
Connie Siegman			
<input type="checkbox"/> 7312	12/01/2016	12/31/2013	
7312		Eklutna Services LLC 12-31-2013.pdf	
Cheri Thomas			
<input type="checkbox"/> 7317	12/01/2016	12/31/2013	
7317		Electric International LLC 12-31-2013.pdf	
Steve Wisdorf			
<input type="checkbox"/> 7321	12/01/2016	12/31/2013	
7321		Faltz Landscaping 12-31-2013.pdf	
Brittany Irby			
<input type="checkbox"/> 7322	12/01/2016	12/31/2013	
7322		Faltz Landscaping 12-31-2013 (DUP 7322).PDF	
Brittany Irby			
<input type="checkbox"/> 7323	12/01/2016	12/31/2013	
7323		Finishing Edge Alaska LLC 12-31-2013.pdf	
Gretchen Beachamp			
<input type="checkbox"/> 7328	12/01/2016	12/31/2013	
7328		E & E Construction 12-31-2013.pdf	
Linda Ehmann			
<input type="checkbox"/> 7333	12/01/2016	12/31/2013	
7333		E & H Power Systems Inc 12-31-2013.pdf	
Peggy Dodd			
<input type="checkbox"/> 7338	12/01/2016	12/31/2013	
7338		DOWL LLC 12-31-2013.pdf	
Sherri Ballon			
<input type="checkbox"/> 7344	12/01/2016	12/31/2013	
7344		Dunkin & Bush Inc 12-31-2013.pdf	
Deidre Dunkin			
<input type="checkbox"/> 7349	12/01/2016	12/31/2013	
7349		Dynamic Painting Inc 12-31-2013.pdf	
Robert Masson			
<input type="checkbox"/> 7353	12/01/2016	12/31/2013	
7353		Denall Mechanical Inc 12-31-2013.pdf	
Sherry Burke			
<input type="checkbox"/> 7364	12/01/2016	12/31/2013	
7364		Curtis Electric LLC 12-31-2013.pdf	
William Curtis			
<input type="checkbox"/> 7369	12/01/2016	12/31/2013	

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Document#	Creation	From	To
7369		Dawson Construction Inc 12-31-2013.pdf	
<input type="checkbox"/> 7373	12/01/2016	Don Lindsay	12/31/2013
7373		Delta Interiors 12-31-2013.pdf	
<input type="checkbox"/> 7378	12/01/2016	Douglas Fulton	12/31/2013
7378		Denali Drilling Inc 12-31-2013.pdf	
<input type="checkbox"/> 7387	12/01/2016	Hal Ingalls	12/31/2013
7387		Cotter Unlimited LLC 12-31-2013.pdf	
<input type="checkbox"/> 7395	12/01/2016	Steven Cotter	12/31/2013
7395		City Electric Inc 12-31-2013.pdf	
<input type="checkbox"/> 7400	12/01/2016	Linda Kajiware	12/31/2013
7400		C L I Construction Inc 12-31-2013.pdf	
<input type="checkbox"/> 7408	12/01/2016	Rachel Carlson	12/31/2013
7408		Consolidated Contracting & Engineer LLC 12-31-2013.pdf	
<input type="checkbox"/> 7415	12/01/2016	Chris Haas	12/31/2013
7415		Christiansen Construction LLC 12-31-2013.pdf	
<input type="checkbox"/> 7420	12/01/2016	Carl Christiansen	12/31/2013
7420		Chugach Builders 12-31-2013.pdf	
<input type="checkbox"/> 7428	12/01/2016	Jacob or Jason Focht	12/31/2013
7428		Caleb Brett USA Inc 12-31-2013.pdf	
<input type="checkbox"/> 7436	12/01/2016	Clark Masters	12/31/2013
7436		CCI Automated Technologies 12-31-2013.pdf	
<input type="checkbox"/> 7439	12/01/2016	Ken Dolson	12/31/2013
7439		Central Environmental Inc 12-31-2013.pdf	
<input type="checkbox"/> 7452	12/01/2016	Lisa Bishop	12/31/2013
7452		Bucher Glass Inc 12-31-2013.pdf	
<input type="checkbox"/> 7456	12/01/2016	Scott Bucher	12/31/2013
7456		Burlington Environmental LLC 12-31-2013.pdf	
<input type="checkbox"/> 7475	12/01/2016	Gene Stanford	01/18/2013

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Document#	Creation	From	To
7475		Friesen's Custom Cabins 01-18-2013.pdf	
<input type="checkbox"/> 7507	12/01/2016	Jay Friesen	12/31/2013
7507		ASRC Energy Svsc-Houston Contract Co Inc 12-31-2013.pdf	
<input type="checkbox"/> 7512	12/01/2016	Wade Blasingame	12/31/2013
7512		B & B Electric Inc 12-31-2013.pdf	
<input type="checkbox"/> 7516	12/01/2016	Frank Begley	12/31/2013
7516		American Meter & Appliance Inc 12-31-2013.pdf	
<input type="checkbox"/> 7520	12/01/2016	Emily Lee	12/31/2013
7520		Anchorage Roofing & Contracting Inc 12-31-2013.pdf	
<input type="checkbox"/> 7525	12/01/2016	Rick Purcella	12/31/2013
7525		Anderson Plumbing & Heating Supply LLC 12-31-2013.pdf	
<input type="checkbox"/> 7529	12/01/2016	Daniel Anderson	12/31/2013
7529		Andreis Enterprises 12-31-2013.pdf	
<input type="checkbox"/> 7537	12/01/2016	Gabriel Andreis	12/31/2013
7537		Alpine Construction HOA 12-31-2013.pdf	
<input type="checkbox"/> 7541	12/01/2016	Michael Bowden	12/31/2013
7541		Alpine Electric LLC 12-31-2013.pdf	
<input type="checkbox"/> 7546	12/01/2016	Stephanie Zawicki	12/31/2013
7546		Ameresco Inc 12-31-2013.pdf	
<input type="checkbox"/> 7548	12/01/2016	Andrew Spence	01/04/2013
7548		Ameresco Inc 01-04-2013.pdf	
<input type="checkbox"/> 7552	12/01/2016	Gary Gagnon	12/31/2013
7552		Alaska Stairlift & Elevator LLC 12-31-2013.pdf	
<input type="checkbox"/> 7557	12/01/2016	Darcy Bennett	12/31/2013
7557		Alaskan Industries Inc 12-31-2013.pdf	
<input type="checkbox"/> 7562	12/01/2016	Catherine Herring	12/31/2013
7562		Alcan Electrical & Engineering Inc 12-31-2013.pdf	
<input type="checkbox"/> 7567	12/01/2016	Barry McLaughlin	12/31/2013

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Document#	Creation	From	To
7567		Ahtna Construction & Primary Prod Corp 12-31-2013.pdf	
<input type="checkbox"/> 7571	12/01/2016	Scott McIlroy	12/31/2013
7571		Alaska Abatement Corp 12-31-2013.pdf	
<input type="checkbox"/> 7577	12/01/2016	Melanie McCann	12/31/2013
7577		Alaska Ind. Insul.& Fire Proofing LLC 12-31-2013.pdf	
<input type="checkbox"/> 7584	12/01/2016	Sherri Caddell	12/31/2013
7584		A & A Roofing Co Inc 12-31-2013.pdf	
<input type="checkbox"/> 7589	12/01/2016	Venessa Hendrix	12/31/2013
7589		A & K Electric LLC 12-31-2013.pdf	
<input type="checkbox"/> 7593	12/01/2016	Alan Gustafson	12/31/2013
7593		Accel Fire Systems Inc 12-31-2013.pdf	
<input type="checkbox"/> 7598	12/01/2016	Michael Warner	12/31/2013
7598		Swift's B & B 12-31-2013.pdf	
<input type="checkbox"/> 7603	12/01/2016	Robert Swift	12/31/2013
7603		Wild Rose By The Sea B & B 12-31-2013.pdf	
<input type="checkbox"/> 7611	12/01/2016	Rose Fong	12/31/2013
7611		Robe Lake Lodge 12-31-2013.pdf	
<input type="checkbox"/> 7615	12/01/2016	Tabatha Swierk	12/31/2013
7615		Sportsman's Inn B & B 12-31-2013.pdf	
<input type="checkbox"/> 7622	12/01/2016	Barbara Lyons	12/31/2013
7622		Swierk Enterprises LLC 12-31-2013.pdf	
<input type="checkbox"/> 7624	12/01/2016	Tabatha Swierk	12/31/2013
7624		House on the Rock B & B 12-31-2013.pdf	
<input type="checkbox"/> 7629	12/01/2016	Lorna Wise	12/31/2013
7629		Inn Stitches 12-31-2013.pdf	
<input type="checkbox"/> 7634	12/01/2016	Angela Westfall	12/31/2013
7634		L & L's Bed & Breakfast 12-31-2013.pdf	
<input type="checkbox"/> 7641	12/01/2016	Laura Therriault	12/31/2013

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Document#	Creation	From	To
7641		Tonsgard Mechanical Repair LLC 12-31-2013.pdf	
<input type="checkbox"/> 7644	12/01/2016	Richard Tonsgard	12/31/2013
7644		Two States Construction Inc 12-31-2013.pdf	
<input type="checkbox"/> 7648	12/01/2016	Larry Reynolds	03/22/2013
7648		Two States Construction Inc 03-22-2013.pdf	
<input type="checkbox"/> 7653	12/01/2016	Larry Reynolds	12/31/2013
7653		Taylor Restoration Services 12-31-2013.pdf	
<input type="checkbox"/> 7659	12/01/2016	Rhonda Rae Beauchamp	12/31/2013
7659		Tester Drilling Services Inc 12-31-2013.pdf	
<input type="checkbox"/> 7664	12/01/2016	Peter B Tester	12/31/2013
7664		ThyssenKrupp Elevator Corporation 12-31-2013.pdf	
<input type="checkbox"/> 7670	12/01/2016	Padraic Pines	12/31/2013
7670		Wolf Point Construction 12-31-2013.pdf	
<input type="checkbox"/> 7675	12/01/2016	Stan Peterson	12/31/2013
7675		Wolfe General Contracting 12-31-2013.pdf	
<input type="checkbox"/> 7679	12/01/2016	Lawrence Wolfe	12/31/2013
7679		Wolverine Supply Inc 12-31-2013.pdf	
<input type="checkbox"/> 7684	12/01/2016	Michelle Clapp	12/31/2013
7684		Yukon Fire Protection Services Inc 12-31-2013.pdf	
<input type="checkbox"/> 7688	12/01/2016	Tamara Burtner	12/31/2013
7688		Zastrow Enterprises Inc 12-31-2013.pdf	
<input type="checkbox"/> 7698	12/01/2016	Robert Zastrow	12/31/2013
7698		Valley Mechanical Contracting Inc 12-31-2013.pdf	
<input type="checkbox"/> 7707	12/01/2016	Chris Brunnhoelzl	12/31/2013
7707		University Mechanical Contractors Inc 12-31-2013.pdf	
<input type="checkbox"/> 7712	12/01/2016	Sonja Cotterell	12/31/2013
7712		Utility Technologies Inc 12-31-2013.pdf	
<input type="checkbox"/> 7717	12/01/2016	Ed Schenck	12/31/2013

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Document#	Creation	From	To
7717		Valdez Construction Co 12-31-2013.pdf	
<input type="checkbox"/> 7723	12/01/2016	Eligra Ragan A Place on Coho B & B 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7728	12/01/2016	Diane Gibbs Anna's Ptarmigan Bed & Breakfast 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7734	12/01/2016	Anny Wilson Brookside Inn Bed and Breakfast 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7740	12/01/2016	Christopher and Jill McDonald Blessing House B & B 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7746	12/01/2016	Ronald Hursh Del's Bunk & Chow 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7750	12/01/2016	Delphine and Robert Jaynes Downtown B & B 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7757	12/01/2016	Glen O and Sharron Mills Hawk Aerie B&B 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7762	12/01/2016	Dave Scheidt Head Hunters Inn 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7783	12/01/2016	Amalia Estrada Valdez Holding Co LLC 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7787	12/01/2016	Eligra Ragan Valdez Hydroseeding 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7792	12/01/2016	Jeff and Laura Saxe Valdez Lock & Key 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7797	12/01/2016	Deborah Schiermeister Valdez Marine and Outdoors 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7801	12/01/2016	Larry Reynolds Valdez Masonic Lodge #4 F & M 12-31-2013.pdf	12/31/2013
<input type="checkbox"/> 7806	12/01/2016	Karl Amundsen	12/31/2013

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Document#	Creation	From	To
7806		Valdez Medical Clinic LLC 12-31-2013.pdf	
<input type="checkbox"/> 7810	12/01/2016	Kathleen Todd	12/31/2013
7810		Valdez Mobile Home Park 12-31-2013.pdf	
<input type="checkbox"/> 7814	12/01/2016	Deanna Cox	12/31/2013
7814		Valdez Museum and Historical Archive 12-31-2013.pdf	
<input type="checkbox"/> 7818	12/01/2016	Patricia Relay	12/31/2013
7818		Valdez Native Tribe 12-31-2013.pdf	
<input type="checkbox"/> 7823	12/01/2016	John K Boone	12/31/2013
7823		Valdez Office Supply 12-31-2013.pdf	
<input type="checkbox"/> 7827	12/01/2016	Hope Turner	12/31/2013
7827		Valdez Radio Shack 12-31-2013.pdf	
<input type="checkbox"/> 7831	12/01/2016	Lawrence Hodges	12/31/2013
7831		Valdez Recycling LLC 12-31-2013.pdf	
<input type="checkbox"/> 7835	12/01/2016	Bernie Karl	12/31/2013
7835		Valdez Rustic Truffles 12-31-2013.pdf	
<input type="checkbox"/> 7839	12/01/2016	Laurine Regan	12/31/2013
7839		Valdez Senior Citizen's Center Inc 12-31-2013.pdf	
<input type="checkbox"/> 7844	12/01/2016	Wanda Clark	12/31/2013
7844		Valdez Storage 12-31-2013.pdf	
<input type="checkbox"/> 7848	12/01/2016	Gregory Smith	12/31/2013
7848		Valdez Terminal LLC 12-31-2013.pdf	
<input type="checkbox"/> 7851	12/01/2016	Stephanie Littleton	12/31/2013
7851		Valdez U Drive 12-31-2013.pdf	
<input type="checkbox"/> 7857	12/01/2016	Jeff Johnson	12/31/2013
7857		Valdez Veterinary Clinic Inc 12-31-2013.pdf	
<input type="checkbox"/> 7862	12/01/2016	Kelly and Kathryn Hawkins	12/31/2013
7862		Valdez Yellow Cab 12-31-2013.pdf	
<input type="checkbox"/> 7867	12/01/2016	Gail Johnson	12/31/2013

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Document#	Creation	From	To
7867		Valdez Youth Court 12-31-2013.pdf	
<input type="checkbox"/> 7869	12/01/2016	Bart Hinkle	12/31/2013
7869		Valhalla Charters 12-31-2013.pdf	
<input type="checkbox"/> 7873	12/01/2016	Bruce Blandford	12/31/2013
7873		Valley Market, The 12-31-2013.pdf	
<input type="checkbox"/> 7876	12/01/2016	Duane Clark and Tom Bergey	12/31/2013
7876		VEI Consultants 12-31-2013.pdf	
<input type="checkbox"/> 7882	12/01/2016	Vernon Roelfs	12/31/2013
7882		Vertical Solutions LLC 12-31-2013.pdf	
<input type="checkbox"/> 7886	12/01/2016	Mike Williams	12/31/2013
7886		Village Pharmacy 12-31-2013.pdf	
<input type="checkbox"/> 7890	12/01/2016	Kay Houghton	12/31/2013
7890		Willards Body Shop 12-31-2013.pdf	
<input type="checkbox"/> 7894	12/01/2016	Willard Smith	12/31/2013
7894		Wilson Brothers Distributing Co Inc 12-31-2013.pdf	
<input type="checkbox"/> 7900	12/01/2016	Curt Wilson	12/31/2013
7900		Wrangell Mountain Technical Services 12-31-2013.pdf	
<input type="checkbox"/> 7910	12/01/2016	Allen Minish	12/31/2013
7910		Vintage Services Company 12-31-2013.pdf	
<input type="checkbox"/> 7913	12/01/2016	Terry DeLay and Val Hiebert	12/31/2013
7913		Virtual Web Concepts 12-31-2013.pdf	
<input type="checkbox"/> 7915	12/01/2016	Kristin Kuzik	12/31/2013
7915		Weathered Anchor Resale & Consignment 12-31-2013.pdf	
<input type="checkbox"/> 7921	12/01/2016	Christy Franklin	12/31/2013
7921		We Frame You 12-31-2013.pdf	
<input type="checkbox"/> 7924	12/01/2016	Fran Baron	12/31/2013
7924		Weathered Anchor Resale & Consignment 12-31-2013 (DUP 7924).PDF	
<input type="checkbox"/> 7929	12/01/2016	Rhonda Lahmann	12/31/2013

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Document#	Creation	From	To
7929		Westtower Communications Inc 12-31-2013.pdf	
<input type="checkbox"/> 7936	12/01/2016	Mike Jarvis	12/31/2013
7936		Wild Iris Fish & Sightseeing Adventures 12-31-2013.pdf	
<input type="checkbox"/> 7948	12/01/2016	Barbara Brooks	12/31/2013
7948		Swalling Construction Co Inc 12-31-2013.pdf	
<input type="checkbox"/> 7956	12/01/2016	Stephen Ferris	12/31/2013
7956		Tamark Builders 12-31-2013.pdf	
<input type="checkbox"/> 7960	12/01/2016	Mark Drake	12/31/2013
7960		TANCO Engineering Inc 12-31-2013.pdf	
<input type="checkbox"/> 7967	12/01/2016	Craig Greenslit	12/31/2013
7967		Sandstrom & Sons Inc 12-31-2013.pdf	
<input type="checkbox"/> 7976	12/01/2016	Cecelia Sandstrom	12/31/2013
7976		Siemens Industry Inc 12-31-2013.pdf	
<input type="checkbox"/> 7980	12/01/2016	Brandy Quick	12/31/2013
7980		Service Electric Inc 12-31-2013.pdf	
<input type="checkbox"/> 7985	12/01/2016	Robin Dykstra	12/31/2013
7985		Simplex Grinnell LP 12-31-2013.pdf	
<input type="checkbox"/> 7990	12/01/2016	Maria-Luisa Falla	12/31/2013
7990		Slayden Plumbing & Heating Inc 12-31-2013.pdf	
<input type="checkbox"/> 7994	12/01/2016	Dana V Shriner	12/31/2013
7994		Sullivan Bros Construction LLC 12-31-2013.pdf	
<input type="checkbox"/> 7999	12/01/2016	Michael Sullivan	12/31/2013
7999		Southcentral Mechanical LLC 12-31-2013.pdf	
<input type="checkbox"/> 8004	12/01/2016	Kiowa Oliver	12/31/2013
8004		Samson Electric Inc 12-31-2013.pdf	
<input type="checkbox"/> 8009	12/01/2016	Darrin Koloski	12/31/2013
8009		S & G Contracting Inc 12-31-2013.pdf	
<input type="checkbox"/> 8012	12/01/2016	Desirae Roosma	04/24/2013

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Document#	Creation	From	To
8012	S & G Contracting Inc 04-24-2013.pdf		
<input type="checkbox"/> 8017	Desirae Roosma	12/01/2016	12/31/2013
8017	Remodels & More LLC 12-31-2013.pdf		
<input type="checkbox"/> 8019	Christopher Dixon	12/01/2016	02/07/2013
8019	Remodels & More LLC 02-07-2013.pdf		
<input type="checkbox"/> 8023	Christopher Dixon	12/01/2016	12/31/2013
8023	Raven Electric Inc 12-31-2013.pdf		
<input type="checkbox"/> 8034	Matthew Lederhos	12/01/2016	12/31/2013
8034	RAF Renovations 12-31-2013.pdf		
<input type="checkbox"/> 8037	Richard Fraley	12/01/2016	12/31/2013
8037	Rain Proof Roofing 12-31-2013.pdf		
<input type="checkbox"/> 8042	Misty Stoddard	12/01/2016	12/31/2013
8042	Pioneer Electric Company 12-31-2013.pdf		
<input type="checkbox"/> 8045	James Clifton	12/01/2016	12/31/2013
8045	Price Gregory International Inc 12-31-2013.pdf		
<input type="checkbox"/> 8050	David Matthews	12/01/2016	12/31/2013
8050	Prism Design & Construction LLC 12-31-2013.pdf		
<input type="checkbox"/> 8054	Teri Yaskus	12/01/2016	12/31/2013
8054	Peak Mechanical 12-31-2013.pdf		
<input type="checkbox"/> 8063	William Swieczewski	12/01/2016	12/31/2013
8063	R Bell Enterprises (Construction) 12-31-2013.pdf		
<input type="checkbox"/> 8068	Rhonda Chaffin	12/01/2016	12/31/2013
8068	Pioneer Door Inc 12-31-2013.pdf		
<input type="checkbox"/> 8077	Kara Malory	12/01/2016	12/31/2013
8077	Peak Oilfield Service Co LLC 12-31-2013.pdf		
<input type="checkbox"/> 8081	Michael O'Connor	12/01/2016	12/31/2013
8081	Paul's Boiler & Heating Service 12-31-2013.pdf		
<input type="checkbox"/> 8086	Paul Ezell	12/01/2016	12/31/2013

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Document#	Creation	From	To
8086		Nordic Village Supply 12-31-2013.pdf	
<input type="checkbox"/> 8090	12/01/2016	Richard Wade	11/23/2013
8090		Nordic Village Supply 11-23-2013.pdf	
<input type="checkbox"/> 8091	12/01/2016	Richard Wade	12/31/2013
8091		Mt Drum Plumbing and Heating LLC 12-31-2013.pdf	
<input type="checkbox"/> 8096	12/01/2016	James Petrillo	12/31/2013
8096		Megawatt Electric LLC 12-31-2013.pdf	
<input type="checkbox"/> 8101	12/01/2016	Tamara Potter	12/31/2013
8101		Midnight Sun Electric Inc 12-31-2013.pdf	
<input type="checkbox"/> 8106	12/01/2016	Winnie Plate	12/31/2013
8106		Morley Electric Inc 12-31-2013.pdf	
<input type="checkbox"/> 8112	12/01/2016	Shannon Morley	12/31/2013
8112		Norcon Inc 12-31-2013.pdf	
<input type="checkbox"/> 8117	12/01/2016	Curt Dodd	12/31/2013
8117		North Pacific Erectors Inc 12-31-2013.pdf	
<input type="checkbox"/> 8131	12/01/2016	Ann Gilberto	12/31/2013
8131		Mantech Mechanical Inc 12-31-2013.pdf	
<input type="checkbox"/> 8134	12/01/2016	Collin Szymanski	12/31/2013
8134		M W Drilling Inc 12-31-2013.pdf	
<input type="checkbox"/> 8138	12/01/2016	Wayne Westberg	12/31/2013
8138		Klebs Mechanical Inc 12-31-2013.pdf	
<input type="checkbox"/> 8143	12/01/2016	Gary Klebs	12/31/2013
8143		McCann Construction Plumbing & Heating 12-31-2013.pdf	
<input type="checkbox"/> 8155	12/01/2016	Donald McCann	12/31/2013
8155		K C Corporation 12-31-2013.pdf	
<input type="checkbox"/> 8160	12/01/2016	Byron Kohfield	12/31/2013
8160		K S K Enterprises 12-31-2013.pdf	
<input type="checkbox"/> 8164	12/01/2016	Keith Waalkes	12/31/2013

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Document#	Creation	From	To
<input type="checkbox"/> 8164		Keith's Plumbing & Heating 12-31-2013.pdf	
Keith Thomas			
<input type="checkbox"/> 8170	12/01/2016		12/31/2013
8170		Ken Brady Construction Co Inc 12-31-2013.pdf	
Michael Brady			
<input type="checkbox"/> 8175	12/01/2016		12/31/2013
8175		Kinetic Electric LLC 12-31-2013.pdf	
James Parkman			
<input type="checkbox"/> 8183	12/01/2016		12/31/2013
8183		Ingersoll Heating & Sheet Metal Inc 12-31-2013.pdf	
Leland Peterson			
<input type="checkbox"/> 8190	12/01/2016		12/31/2013
8190		Inlet Electrical Contractors LLC 12-31-2013.pdf	
Curtis Cherrier			
<input type="checkbox"/> 8196	12/01/2016		12/31/2013
8196		John's Heating Service Inc 12-31-2013.pdf	
Shirley Jones			
<input type="checkbox"/> 8200	12/01/2016		12/31/2013
8200		Johnson Controls Inc 12-31-2013.pdf	
Duane Risse			
<input type="checkbox"/> 8205	12/01/2016		12/31/2013
8205		Jolt Construction & Traffic Maintenance 12-31-2013.pdf	
Cindy Sessions			
<input type="checkbox"/> 8209	12/01/2016		12/31/2013
8209		Industrial Service Corporation 12-31-2013.pdf	
Willard Simmons			
<input type="checkbox"/> 8212	12/01/2016		12/31/2013
8212		Industrial Roofing Inc 12-31-2013.pdf	
Jesse Martin			
<input type="checkbox"/> 8214	12/01/2016		12/31/2013
8214		Heavy Horse Farm & Construction 12-31-2013.pdf	
John Hoegberg			
<input type="checkbox"/> 8218	12/01/2016		12/31/2013
8218		Hefty Drilling Inc 12-31-2013.pdf	
Curt Hefty			
<input type="checkbox"/> 8224	12/01/2016		12/31/2013
8224		Haltness Construction Inc 12-31-2013.pdf	
Erik Haltness			
<input type="checkbox"/> 8229	12/01/2016		12/31/2013
8229		Hardy Heating Inc 12-31-2013.pdf	
Dan Hardy			
<input type="checkbox"/> 8239	12/01/2016		12/31/2013

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by: _____

Date: _____

Destruction Eligibility: Documents

CITY OF VALDEZ

CD: Business Registration

BUSINESS LICENSE

()
()
()

Document#	Creation	From	To
8239		Harris Sand & Gravel Inc 12-31-2013.pdf	
Bill Harris			
<input type="checkbox"/> 8246	12/01/2016		12/31/2013
8246		Hot Wire Communications Inc 12-31-2013.pdf	
David Ellis			
<input type="checkbox"/> 8251	12/01/2016		12/31/2013
8251		Iditarod Development Co LLC 12-31-2013.pdf	
Kristina Johannes			
<input type="checkbox"/> 8256	12/01/2016		12/31/2013
8256		IHS Construction Inc 12-31-2013.pdf	
Charles Morris			
<input type="checkbox"/> 8268	12/01/2016		01/15/2013
8268		TCM Restoration & Cleaning 01-15-2013.pdf	
Jeremy Hongslo			
<input type="checkbox"/> 8274	12/01/2016		12/31/2013
8274		Petro Management Services LLC 12-31-2013.pdf	
Daniel Anderson			

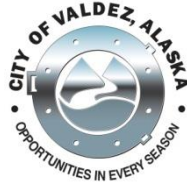
Total Documents in Record Series: 483

Total Documents in Department: 483

The above items are due for destruction. Check the box to approve the item for destruction. Date and sign these pages and return to Records Management.

Authorized by: _____

Date: _____



Stop Work Order Violation Report

Geeks in the Woods, 5440 Kodiak Cove, February 2018

This document is created to be a record of the events pertaining to the stop work order that was issued by the City of Valdez building inspector for a structure being built at 5440 Kodiak Cove. This is not intended to answer all the informal allegations made at the meeting of the Valdez City Council meeting on March 6th, 2018, but to illustrate the reasoning behind the issuance of the stop work order.

The stop work order was issued on Wednesday, February 21st, 2018 for violation of VMC 15.04.080 Building permits required. (see email attached). On Friday, February 23rd, 2018, the contractor hired by the Geeks in the Woods, William Romesburg of Division 6 Contracting, was observed performing work on the structure in violation of the stop work order. Mr. Romesburg provided us with an email from Camile Sutherland of the Geeks in the Woods, to proceed with the work (attached), despite being told by Jay Yunker that the stop work order was still in effect. On March 13th, 2018, a Building Code Notice and Enforcement Order was sent to the Geeks in the Woods for violation of the stop work order (attached).

- | | |
|----------|---|
| 11-13-17 | Building inspector witnessed Brad Barnett placing concrete piers for structure at 5440 Kodiak Cove. B. Barnett submitted an application for building permit for said structure. |
| 11-30-17 | Brad Barnett cancelled permit application. Documents returned to him. |
| 2-20-18 | Unpermitted work witnessed at 5440 Kodiak Cove.

Photos taken of site.

Meeting between Jay Yunker, Paul Nylund, Elke Doom to discuss possible actions. |
| 2-21-18 | Stop work order posted at site @9:45 AM.

Meeting between Rick Wade, Jay Yunker, Elke Doom to discuss stop work order. Stop work order still in effect. |

- 2-22-18 Email stating the violation and issuance of stop work order sent to Camille Sutherland, Lee Brown, and Rick Wade.
- Phone call from Camille Sutherland to Jay Yunker, followed by email from Camille to Jay including incomplete building permit application. This email also included statement of intent to apply for and complete a subdivision as required.
- 2-23-18 William Romesburg of Division 6 Contracting was witnessed performing work on the structure at 5440 Kodiak Cove. The building inspector informed Mr. Romesburg that the stop work order was still in effect. Mr. Romesburg produced an email from Camille Sutherland ordering them to proceed with the work.
- 2-25-18 Division 6 Contracting observed conducting construction activities on the structure at 5440 Kodiak Cove.
- 2-26-18 Email received by building inspector containing plans for the storage structure at 5440 Kodiak Cove.
- 3-6-18 Valdez City Council meeting where discussion occurred concerning the stop work order, resulting in the request for this report/timeline.
- 3-13-18 Enforcement letter sent to Geeks in the Woods for violation of stop work order.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Paul Nylund". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul Nylund
Interim Director, Community Development
March 13th, 2018

From: [Jay Yunker](#)
To: [Paul Nylund](#)
Subject: FW: Stop Work Order
Date: Tuesday, March 13, 2018 12:05:16 PM
Attachments: [Geeks Stop Work.docx](#)

From: Jay Yunker
Sent: Thursday, February 22, 2018 10:57 AM
To: 'Camille Sutherland'; 'ricklw@yahoo.com'; 'lee@geeksinthewoods.com'
Cc: Paul Nylund; Kate Huber
Subject: Stop Work Order

Please find the attached letter outlining the stop work order that was issued for 5440 Kodiak Cove.

Mr. Wade, please disregard the draft copy of the letter that you were inadvertently given yesterday and replace it with the above.

As always, please let us know if you have questions or require further assistance.

Thank You,

Jay Yunker
Building Inspector
Community Development | City of Valdez
907-834-3401 | jyunker@ci.valdez.ak.us



City of Valdez
ALASKA

Department of Community
Development

February 21, 2018

Geeks In The Woods
Lee & Lucas Brown

The City of Valdez Community Development Department has issued a stop work order for a structure that is being built at 5440 Kodiak Cove, Valdez, Alaska.

This order was issued due to the following violations:

**IBC/IRC SECTION 105
PERMITS**

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

Valdez Municipal Code

17.26.020 Permitted principal uses and structures.

17.26.030 Permitted accessory uses.

Please understand that any work on this site shall not commence until these violations are cleared and all required permits are approved by this department.

Please contact us with questions or if we can be of service on any other matters.

Sincerely,

Jay Yunker

Building Inspector

Community Development

☎ 907.834.3401 | ✉ jyunker@ci.valdez.ak.us

From: [Jay Yunker](#)
To: [Paul Nylund](#)
Subject: FW: Building Permit Application + Update on Re-Plat
Date: Tuesday, March 13, 2018 12:06:17 PM

From: Camille Sutherland [mailto:camille@tune.com]
Sent: Friday, February 23, 2018 2:52 PM
To: Jay Yunker
Cc: ricklw@yahoo.com; Lucas Brown; Lee Brown
Subject: Re: Building Permit Application + Update on Re-Plat

Application attached -smaller file size

On Feb 23, 2018 3:48 PM, "Camille Sutherland" <camille@tune.com> wrote:
Hi Jay,

It seems my email didn't go through yesterday. Here it is:

Hello Jay,

Attached is the building permit application for the Accessory Storage Structure to be located at 5440 Kodiak Cove.

It is unclear which "Type of Permit" this would fall under, so I left that section blank. Please fill in accordingly.

Per our phone conversation this morning, I am providing a written update/explanation on the re-plat, so that the Stop Work Order may be lifted.

We understand that we must have a primary dwelling on the lot in order to then build this accessory structure. A formal re-plat is in the works, to combine several of the lots owned by Geeks In The Woods LLC. In addition to other plat changes, we will be combining Block 3 Lot 1 with Block 3 Lot 2 (which will soon include a primary structure) to fulfill that requirement. We are working with PND Engineers and MW|Works Architecture to finalize the Application For Subdivision. Several factors are still being worked out, including utility easements and zoning, and thus we need more time to complete this application.

Pending approval of the Building Permit Application and submittal of the Application for Subdivision, we would like to move forward with finishing the siding of the Accessory Storage Structure, while our sub-contractors are in town specifically for this project. Please review this information with your department and let me know if this is sufficient for temporarily clearing the violations outlined in the Stop Work Order delivered on 2/21/2018.

Thank you for your time this morning speaking to me on the phone, and your help and attention in getting this matter streamlined through the process so that we do not experience costly delays in what was meant to be a simple solution.

Warmest,

Camille Sutherland

Executive / Personal Assistant To The Founders

Cell: 206.818.8144

[TUNE](#) | [Seattle](#)

[Geeks In The Woods](#) | [Valdez, AK](#)



[About TUNE](#) | [Our Products](#)

On Feb 22, 2018 9:00 PM, "Camille Sutherland" <camille@tune.com> wrote:
Hello Jay,

Attached is the building permit application for the Accessory Storage Structure to be located at 5440 Kodiak Cove.

It is unclear which "Type of Permit" this would fall under, so I left that section blank. Please fill in accordingly.

Per our phone conversation this morning, I am providing a written update/explanation on the re-plat, so that the Stop Work Order may be lifted.

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Thank you for your time this morning speaking to me on the phone, and your help and attention in getting this matter streamlined through the process so that we do not experience costly delays in what was meant to be a simple solution.

Warmest,

Camille Sutherland

Executive / Personal Assistant To The Founders

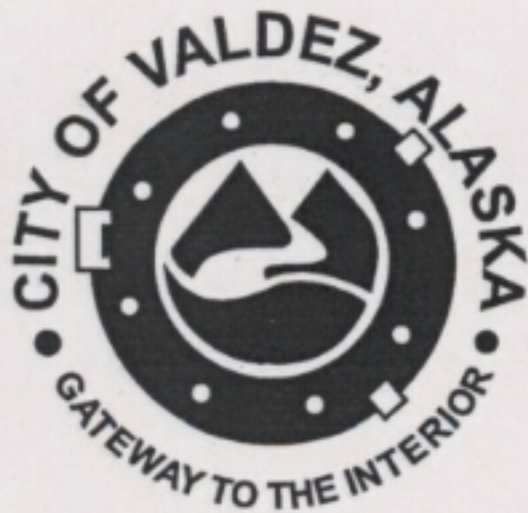
Cell: 206.818.8144

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[Geeks In The Woods](#) | [Valdez, AK](#)



[About TUNE](#) | [Our Products](#)



CITY OF VALDEZ
BUILDING DEPARTMENT
P.O. Box 307 Valdez, Alaska 99686
Phone 834-3401

Parcel No. _____

PERMIT NUMBER

YEAR	NUMBER
------	--------

BUILDING PERMIT APPLICATION

"UP TO 24 HRS NOTICE MAY BE REQUIRED FOR AN INSPECTION"

A P P L I C A N T	OWNER		MAIL ADDRESS		PHONE					
	Geeks In The Woods LLC		2200 Western Avenue Ste 200 Seattle WA 98121		206-818-8144					
	LEGAL DESC.	LOT NO.	BLK.	SUBDIVISION / SURVEY / TRACT		ZONING:				
		1	3	Robe Lake Wilderness Estates		CR				
	STREET / PROJECT ADDRESS				PROJECT VALUATION					
	5440 Kodiak Cove Valdez AK 99686									
	ARCHITECT / DESIGNER		MAIL ADDRESS		PHONE					
	N/A									
	CONTRACTOR		LICENSE #	MAIL ADDRESS		PHONE				
	Rick Wade		CONE8134	N/A		907-255-4375				
P L A N R E V I E W	TYPE OF PERMIT		<input type="checkbox"/> SINGLE FAMILY RESIDENTIAL <input type="checkbox"/> MULTI-FAMILY		<input type="checkbox"/> COMMERCIAL <input type="checkbox"/> PUBLIC BLDG.					
					<input type="checkbox"/> SIGN <input type="checkbox"/> PLOT PLAN INCLUDED					
	CLASS OF WORK: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> REPAIR <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> MOVE <input type="checkbox"/> DEMOLITION									
	DESCRIBE WORK Three 10 x 40 conex containers configured in a U shape, to be used as for storage. The structure will be on cement footings (+ eventual tie downs when the ground thaws) configured in a U shape. The structure will be sided for an asthetically pleasing appeal. Structure will include electricity and plumbing (permits already obtained).									
	OFFICE USE ONLY		BUILDING			FEE				
	APPLICATION ACCEPTED BY		VALUATION PER CITY							
	PLANS CHECKED BY		TYPE OF CONSTRUCTION							
	APPROVED FOR ISSUANCE BY		OCCUPANCY GROUP							
	SPECIAL CONDITIONS		FLOOR AREA: NUMBER OF STORIES BUILDING HEIGHT NUMBER OF DWELLING UNITS							
			OCCUPANT LOAD							
		STATE FIRE MARSHALL APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO								
		BUILDING PLAN CHECK <input type="checkbox"/> RES. _____ <input type="checkbox"/> COMM. _____								
		TOTAL BUILDING PERMIT FEE								
<p>This permit becomes null and void if the work or construction authorized is not commenced within 360 days, or if work or construction is suspended or abandoned for 360 days at a time after work is commenced or if work is not completed within one year from date of issuance. Building Official may extend permit for no more than 360 days after receipt of written request from permittee</p> <p>All work shall be done in accordance with the approved plans, except, where such approval is in conflict with other codes. The approved plans shall not be changed or modified without the prior approval of the Building Official.</p> <p>It is the responsibility of the permittee to obtain the required inspections. Failure to notify this department that the work is ready for inspection may necessitate the removal of some of the construction materials at the owners expense in order to perform such inspection.</p> <p>FOR INSPECTION CALL 834-3401 - Please provide the following information: Permit Number, Name, Project Address and Type of Inspection Needed.</p> <p>I hereby certify that I have read and examined this application and know the same to be true and correct. I agree to pay all fees necessary for issuance of this permit. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or local law regulating construction of the performance of construction.</p> <p><i>Camille Sutherland</i> 2/22/2018</p> <p>SIGNATURE OF OWNER / CONTRACTOR / OF AUTHORIZED AGENT DATE</p> <p>FEES COLLECTED _____</p> <table border="0" style="width: 100%;"><tr><td>DATE</td><td>CK #</td><td>AMOUNT</td><td>CC / CONF #</td><td>RECEIPT NO.</td></tr></table>						DATE	CK #	AMOUNT	CC / CONF #	RECEIPT NO.
DATE	CK #	AMOUNT	CC / CONF #	RECEIPT NO.						

(Rev. 1/07)



PM 1:31 FEB/20/2018



PM 1:31 FEB/20/2018



PM 1:31 FEB/20/2018



PM 1:32 FEB/20/2018



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AM 9:49 FEB/21/2018



HomeWrap

Call 1-800-44-TYVEK
WWW.CONSTRUCTION.TYVEK.COM
DU PONT The miracles of science

Supply

Spenard
Builders Supply

DU PONT

Tyvek
HomeWrap

Call 1-800-44-TYVEK
WWW.CONSTRUCTION.TYVEK.COM
DU PONT The miracles of science

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DU PONT The miracles of science

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GERMANY



PO Box 507
834-3401

Inspections
834-3401

CITY OF VALDEZ
BUILDING DEPARTMENT
POSTING NOTICE FOR BUILDING PERMIT

17253 - P

BUILDING PERMIT NUMBER

Geeks In The Woods

NAME

5440 Kodiak Cove

STREET ADDRESS

LOT BLOCK 1 SUBDIVISION Bobe Lake Wilderness Estates

THIS PERMIT IS POSTED HEREIN FOR 30 DAYS FROM THE DATE OF POSTING

Issued on 12/18/2017
Valid for 30 Days

AM 9:50 FEB/21/2018



CSIU 400410 11
4501

MAX GR TARE NET CU CAP



AM 9:50 FEB/21/2018



AM 9:49 FEB/21/2018

Jay Yunker

From: William [division6@gci.net]
Sent: Friday, February 23, 2018 2:24 PM
To: Jay Yunker
Subject: Fwd: Client advises to continue work

William Romesburg
Division 6 Contracting
Cell: (907) 440-6435
Email: division6@gci.net

Begin forwarded message:

From: Camille Sutherland <camille@tune.com>
Date: February 23, 2018 at 9:47:20 AM AKST
To: William <division6@gci.net>, Sean H <sean@hawkinsonak.net>, Jon <jon@hawkinsonak.net>
Subject: Client advises to continue work

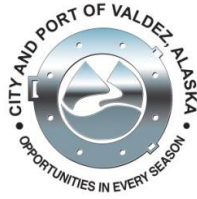
Hello Gentleman,

We would like for you to continue finishing (siding, etc) the Accessory Storage Structure on Lot 1 Block 3.

We expect the Stop Work Order to be lifted soon, and do not want it to impact progress / completion.

Warmest,

Camille Sutherland



March 13th, 2018

Lee and Lucas Brown
Geeks in the Woods
PO Box 1935
Valdez, AK 99686

CC:
Rick Wade
Nordic Village Supply
HC 1 Box 20
Valdez, Alaska 99686

William Romesburg
District 6 Contracting
8551 Kathleen Drive
Anchorage, AK 99502

BUILDING CODE NOTICE AND ENFORCEMENT ORDER

Lot 1, Block 3, Robe Lake Wilderness Estates
5440 Kodiak Cove, Valdez, AK 99686

Dear Mr. Lee and Lucas Brown of Geeks in the Woods, LLC:

The property known by legal description as Lot 1, Block 3, Robe Lake Wilderness Estates and known by street address as 5440 Kodiak Cove is owned by Geeks in the Woods LLC. The property was reconveyed to Geeks in the Woods, LLC by Lake Front, LLC through the instrument recorded on November 30, 2016 and numbered 2016-000559-0. Construction on said property was conducted in violation of the Title 15 of the Valdez Municipal Code.

Summary of Violations

The connex structure located on said property lacks a building permit. Section 15.04.080 of Valdez Municipal Code requires all building work performed to be permitted.

15.04.080 Building permits required.

A. A permit and inspection shall be required for all building work performed, except where the work is confined to the incidental replacement or repair; but such exception shall not include any extension or changing the characteristics of any structure, either in whole or in part.

On February 21, 2018 the Building Official issued a Stop Work Order on the property. On February 23, 2018 and on February 25, 2018 the Building Official visited the property and observed Mr. Romesburg and District 6 Contracting conducting construction work in violation of the Stop Work Order.

15.04.060 International Building Code-Violations-Penalties

A. Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be punishable by a fine of not more than three hundred dollars. Each ten days that a violation continues after due notice has been served shall be deemed a separate offense.

B. Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than three hundred dollars, in addition to other remedies available by law.

VIOLATION PENALTIES

Geeks in the Woods, LLC is hereby issued this notice of required action and \$300 fine for failing to comply with Section 15.04.060 (B) of the Valdez Municipal Code. If Geeks in the Woods, LLC complies with the permitting requirements set forth in the Statement of Action below by March 28, 2018 the City will waive the \$300 fine.

STATEMENT OF ACTION

As the owner of record, Lee & Lucas Brown doing business as Geeks in the Woods, LLC shall comply with the following actions:

- No later fifteen (15) days from the posting date (March 13, 2018) of this letter **March 28, 2018** the owner shall submit a completed Building Permit Application which shall include a valuation of the project, stated Architect/Designer, stated use for the building, and supporting Plumbing & Electrical Plans for the building.
- If no Building Permit Application including the required information set forth above is filed by March 28, 2018, Geeks in the Woods, LLC shall no later than thirty (30) days from the posting date (March 13, 2018) of this letter **April 12, 2018** shall make a payment of \$300.00 to the City of Valdez for the cited violation.
- The City of Valdez has the right to assess a fine of not more than \$300 **for each occurrence** of a violation in the manner provided in the Valdez Municipal Code.

Questions or comments may be directed to Paul Nylund, Acting Community & Economic Development Director, City of Valdez, P.O. Box 307, Valdez, Alaska 99686; pnylund@ci.valdez.ak.us; 907-834-3450.

Sincerely,

Paul Nylund
Acting Director, Community & Economic Development

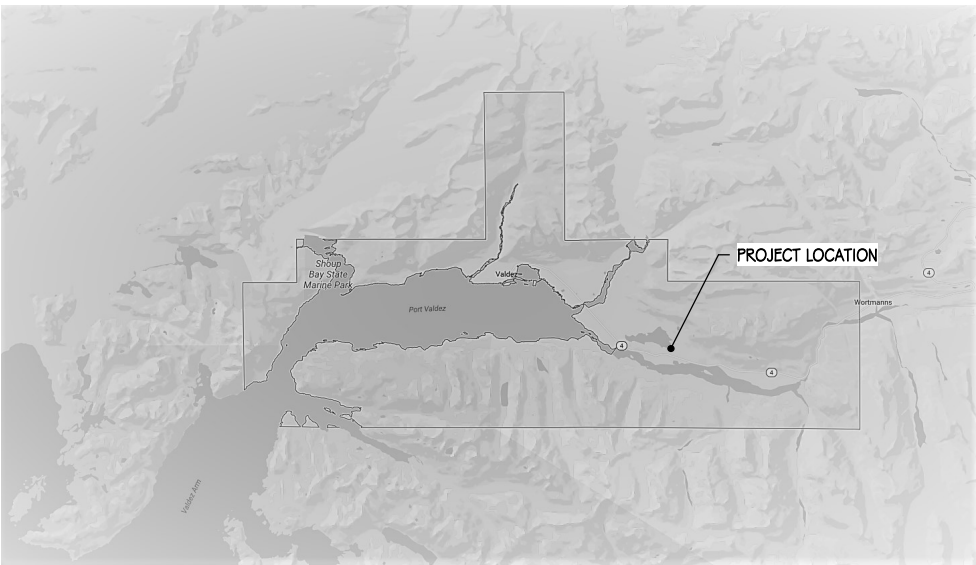
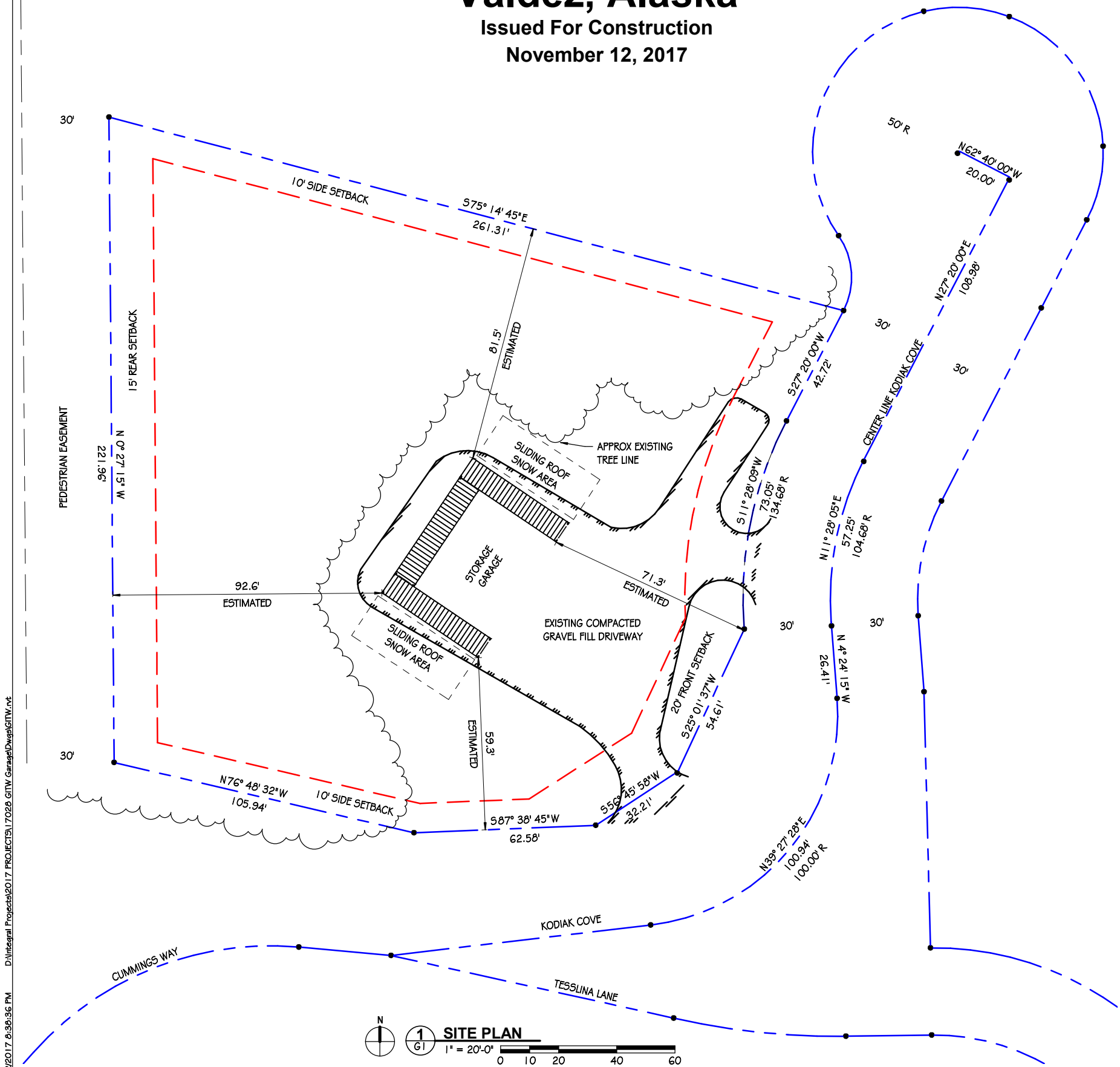
Cc: Elke Doom, City Manager
Valdez Planning & Zoning Commission
Valdez City Council
Anthony S. Guerriero (Brena, Bell & Clarkson, P.C.), City Attorney

GITW Storage Garage

Valdez, Alaska

Issued For Construction

November 12, 2017



2 VICINITY MAP
G1 NTS

PROJECT INFORMATION

LEGAL DESCRIPTION:
ROBE LAKE WILDERNESS ESTATES, BLOCK 3, LOT 1

OWNER:
GEEKS IN THE WOODS, LLC
2200 WESTERN AVENUE, SUITE 200
SEATTLE, WA 98121

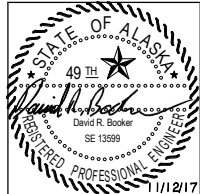
PROJECT DESCRIPTION:
PRIVATE RESIDENTIAL 1-STORY STORAGE GARAGE WITH ATTIC

CODE ANALYSIS:		2011-5
PLAT:		COMMERCIAL RESIDENTIAL
ZONING:		11,000 SF
MINIMUM LOT SIZE:		45,538 SF OK
LOT SIZE:		50 FT
MINIMUM LOT WIDTH:		70 FT OK
LOT WIDTH:		50%
ALLOWABLE LOT COVERAGE:		2,240 SQ FT
LOT COVERAGE:		4.9% OK
NEW COVERAGE PERCENTAGE:		35 FT
MAX PRINCIPAL HEIGHT ALLOWED:		22 FT OK
PRINCIPAL HEIGHT:		
LOT SETBACKS:		

	REQUIRED:	PROVIDED:
FRONT	20 FT	71 FT ESTIMATED
SIDE	10 FT	59 FT ESTIMATED
REAR	15 FT	92 FT ESTIMATED

DRIVEWAY SURFACE:	GRAVEL	OK
LANDSCAPING REQUIRED:	NONE	OK

OCCUPANCY:	52 - LOW HAZAROUS STORAGE
CONSTRUCTION TYPE:	V-B
NUMBER OF STORIES PERMITTED:	2 OK
PERMITTED HEIGHT:	40 FT
BUILDING HEIGHT:	22 FT OK
FLOOR AREA PERMITTED PER FLOOR:	13,500 SF
FLOOR AREA PROVIDED PER FLOOR:	2,240 SF OK
FLOOR AREA PROVIDED - ATTIC:	800 SF OK
VERT. SEPARATION WALLS REQUIRED:	NONE
VERT. SEPARATION WALLS PROVIDED:	12 GA STEEL OK
HORIZ. SEPARATION FLOORS REQUIRED:	1-HR
HORIZ. SEPARATION FLOORS PROVIDED:	1-HR OK



By	
Revision	
Date	
No.	

10640 Republic Circle
Anchorage, Alaska 99515
907-344-1646 voice
integral@gci.net

Integral Engineering

David R. Booker, PE, SE
Civil / Structural Engineer

GITW STORAGE GARAGE
4550 Kodiak Cove
Valdez, Alaska

Robe Lake Wilderness Estates, Block 3, Lot 1

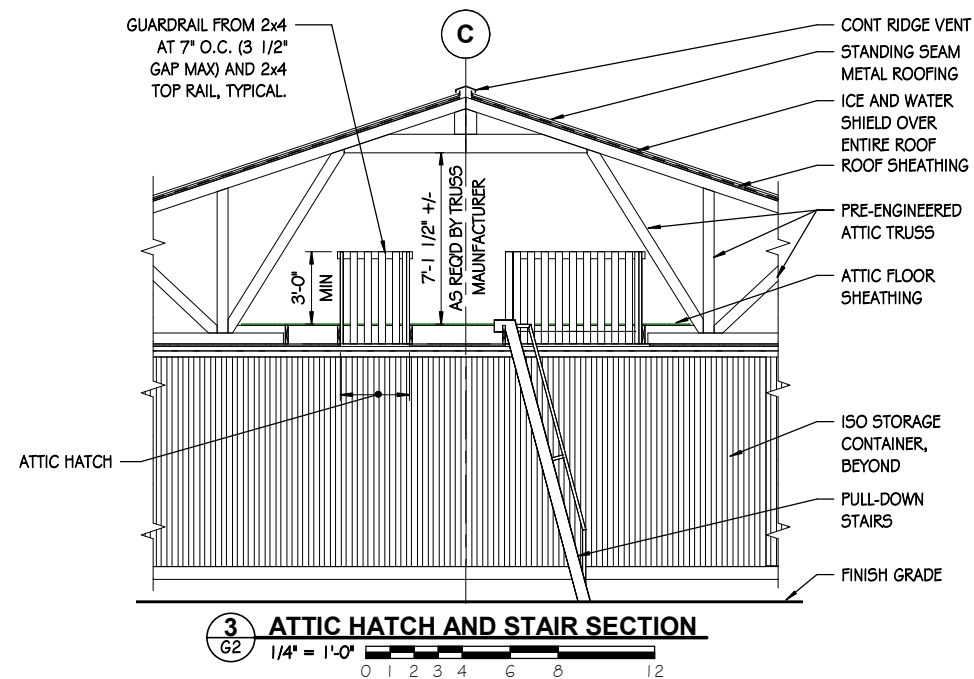
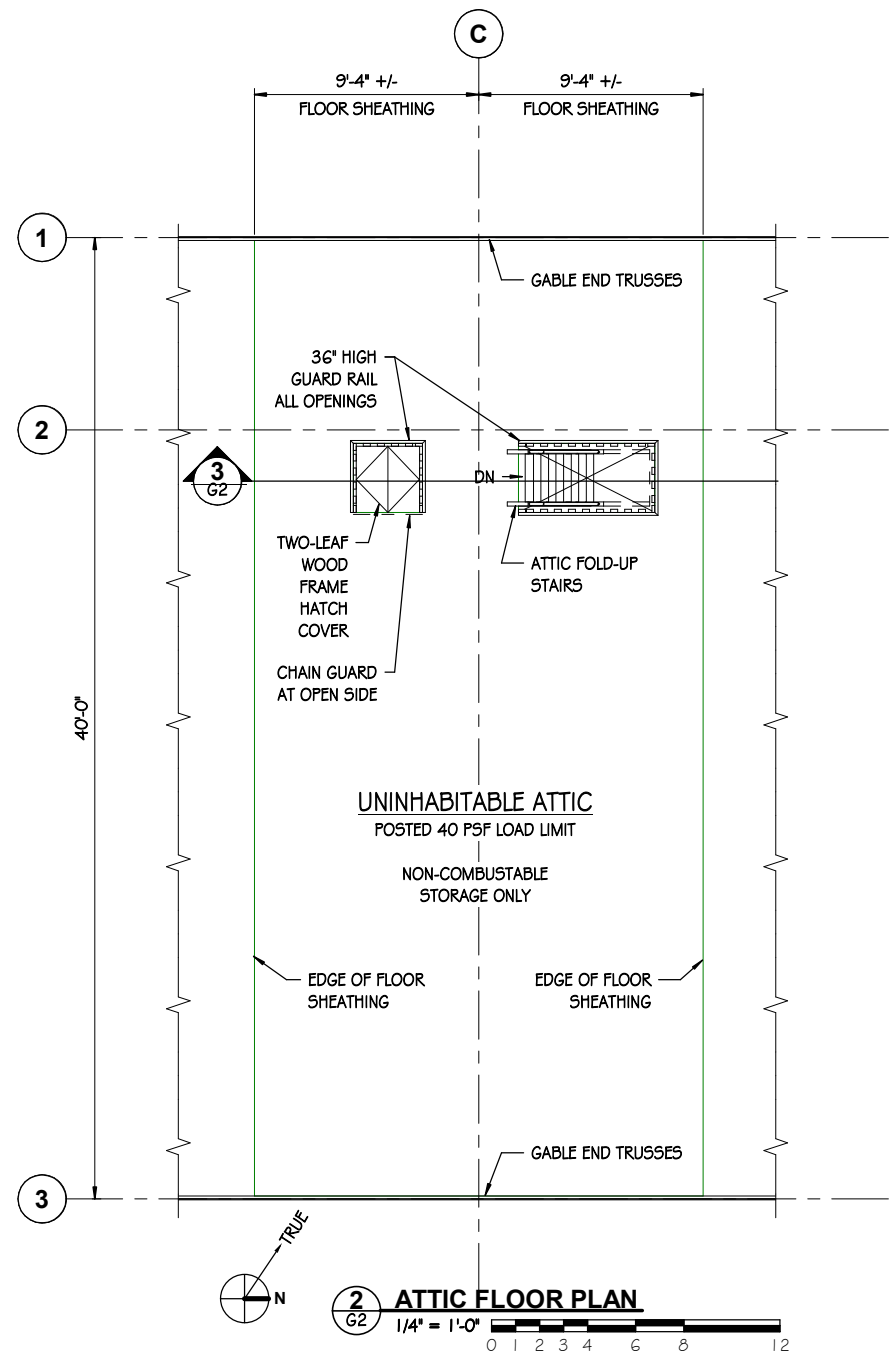
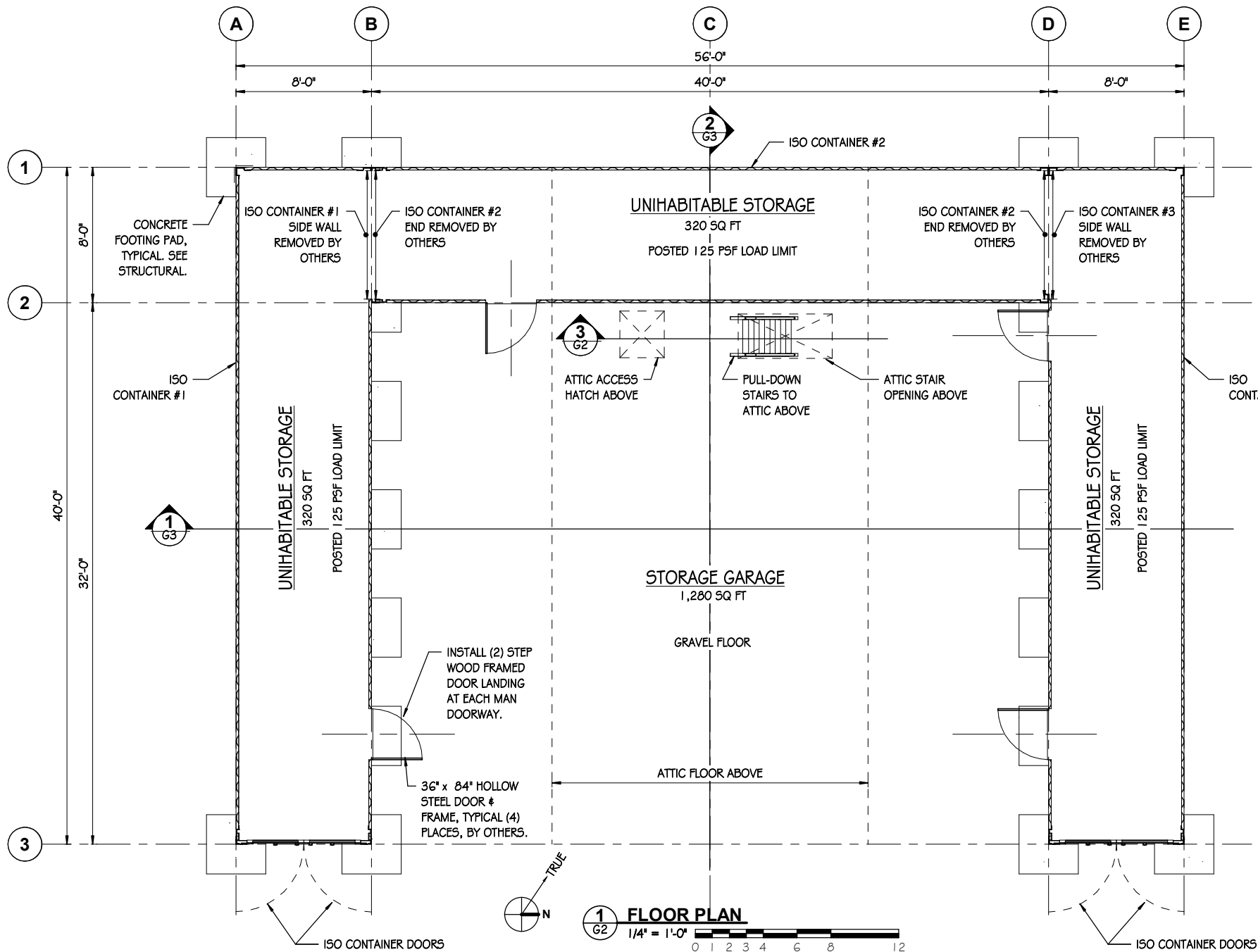
DRAWING TITLE:
VICINITY MAP, SITE
PLAN, PROJECT
INFORMATION AND
GENERAL NOTES

DATE: 11/12/17
JOB NUMBER: 17026
OPERATOR: DRB

SHEET NO:
G1

7 OF 7

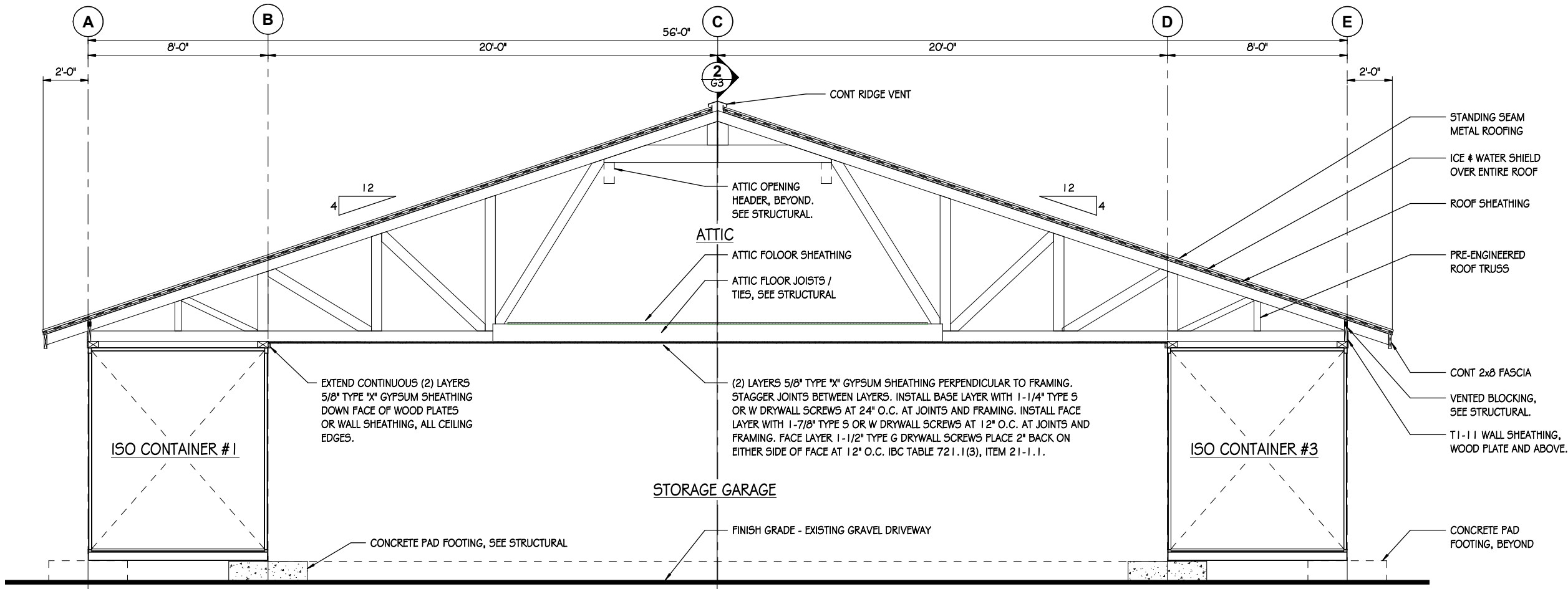
ISSUED FOR CONSTRUCTION



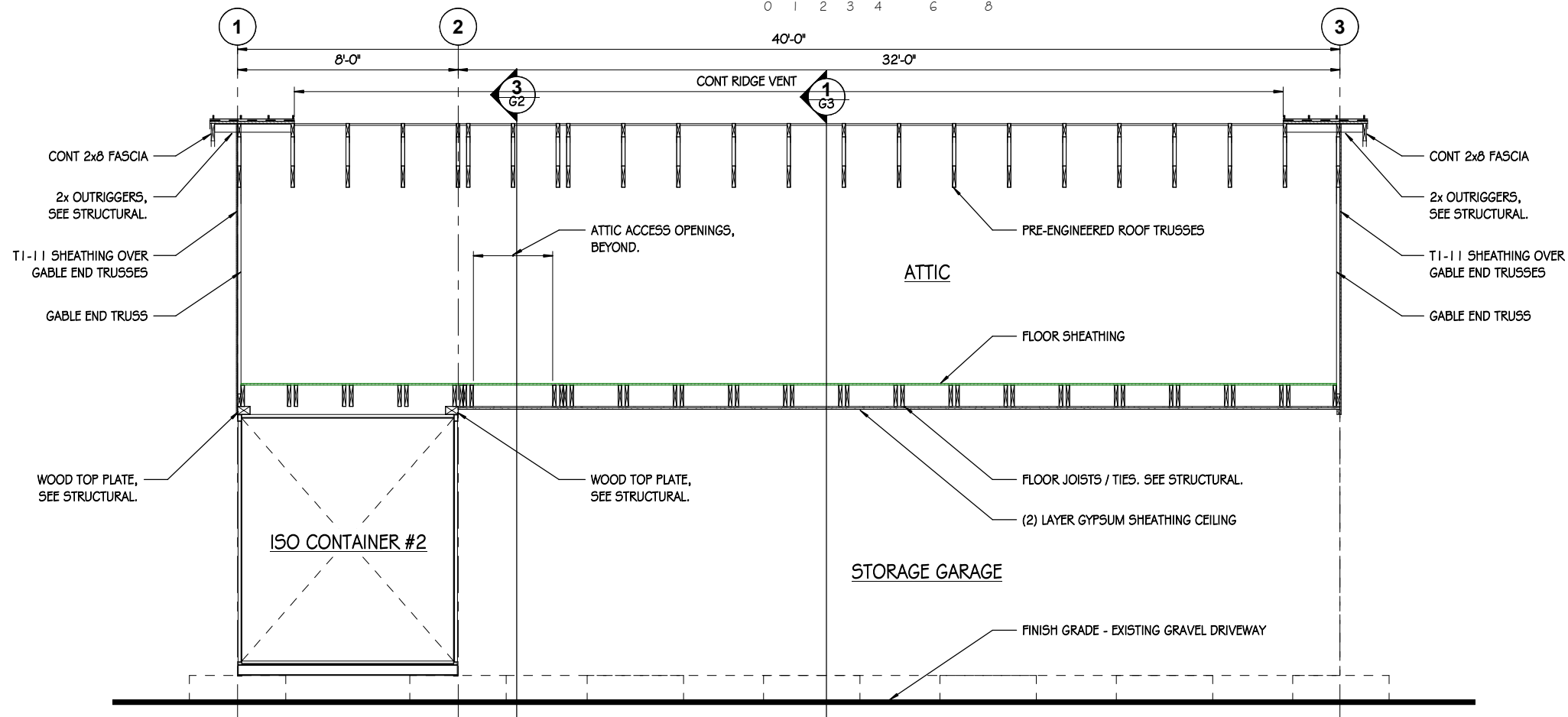
ISSUED FOR CONSTRUCTION

By	
Revision	
Date	
No.	
PROJECT: 10540 Republic Circle Anchorage, Alaska 99515 907-344-1646 voice integral@gci.net	
Integral Engineering David R. Booker, PE, SE Civil / Structural Engineer	
PROJECT: GITW STORAGE GARAGE 4550 Kodiak Cove Valdez, Alaska	
DRAWING TITLE: FLOOR & ATTIC PLANS AND DETAILS	
DATE:	1/11/2017
JOB NUMBER:	17025
OPERATOR:	DRB
SHEET NO:	
G2	
7	OF 7

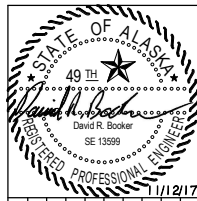
1/11/2017 8:39:07 PM D:\Integral Projects\2017 PROJECTS\17025 GITW Garage\Drawings\GITW.rvt



1 BUILDING LONG SECTION
3/8" = 1'-0"
0 1 2 3 4 6 8



2 BUILDING CROSS SECTION
3/8" = 1'-0"
0 1 2 3 4 6 8



By	
Revision	
Date	
No.	

10540 Republic Circle
Anchorage, Alaska 99515
907-344-1646 voice
integral@gci.net

Integral Engineering
David R. Booker, PE, SE
Civil / Structural Engineer

PROJECT:
GITW STORAGE GARAGE
4550 Kodiak Cove
Valdez, Alaska

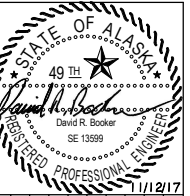
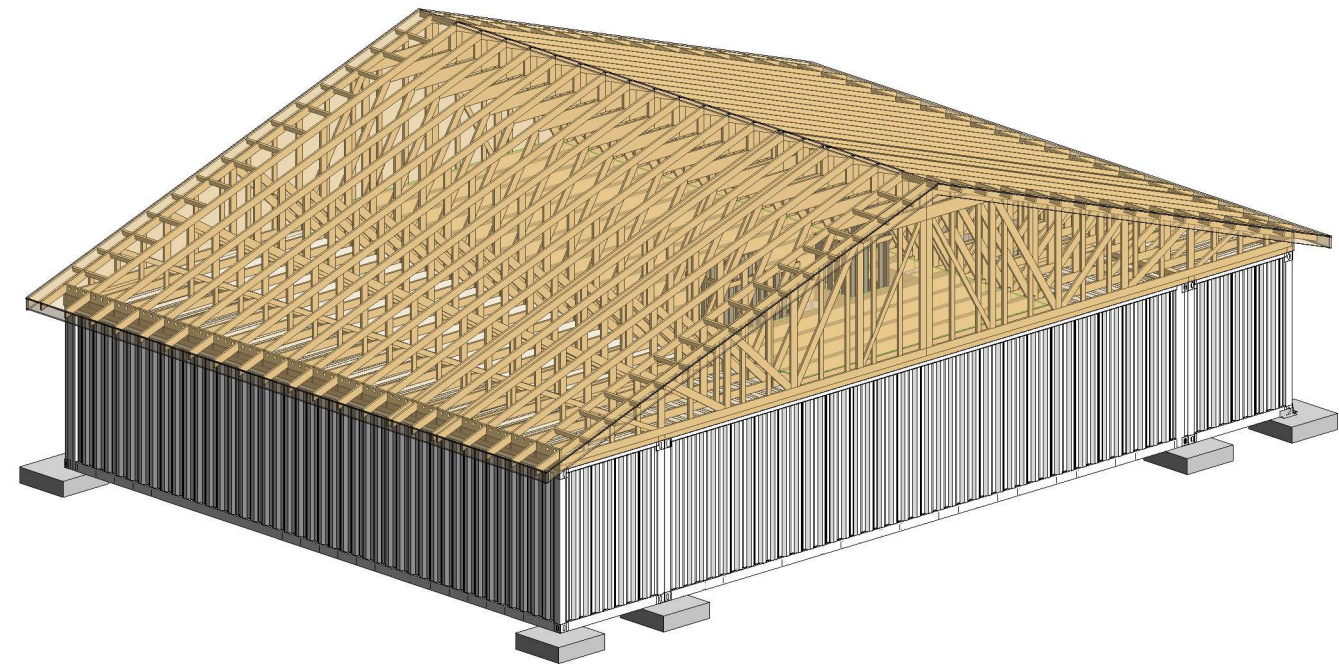
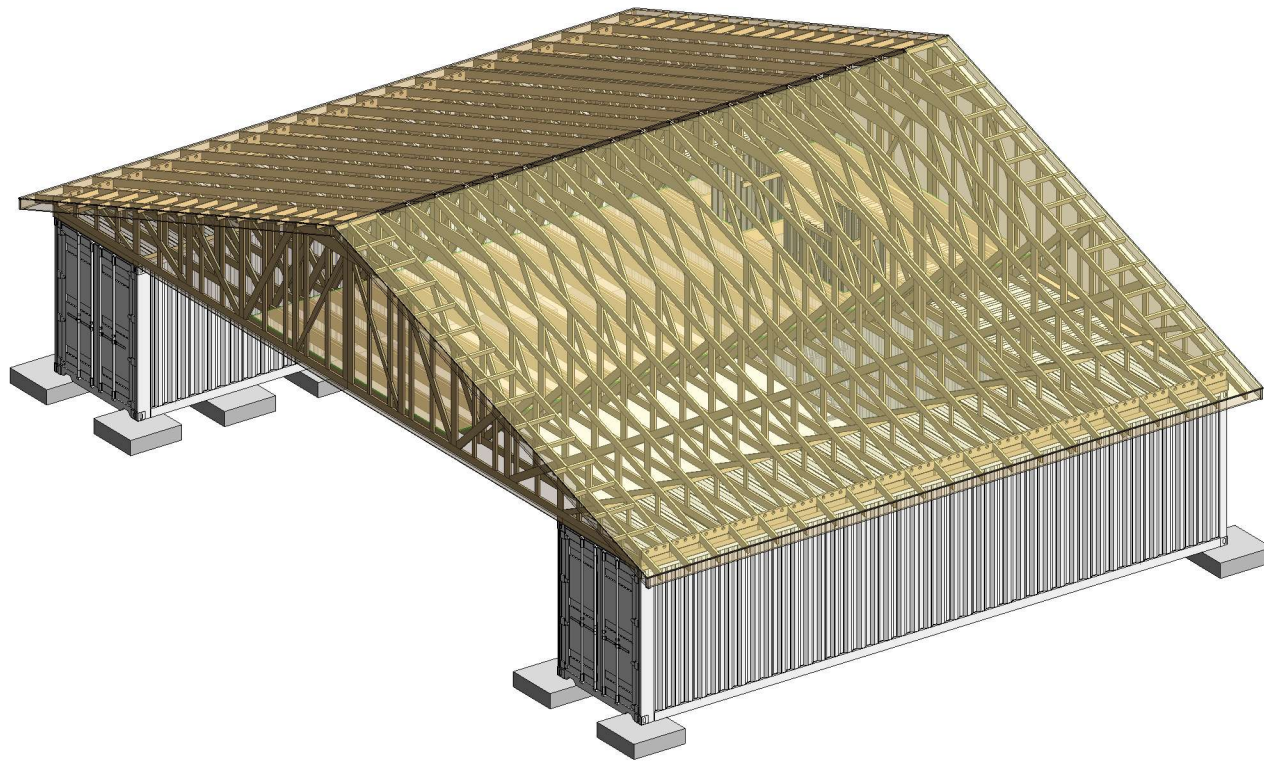
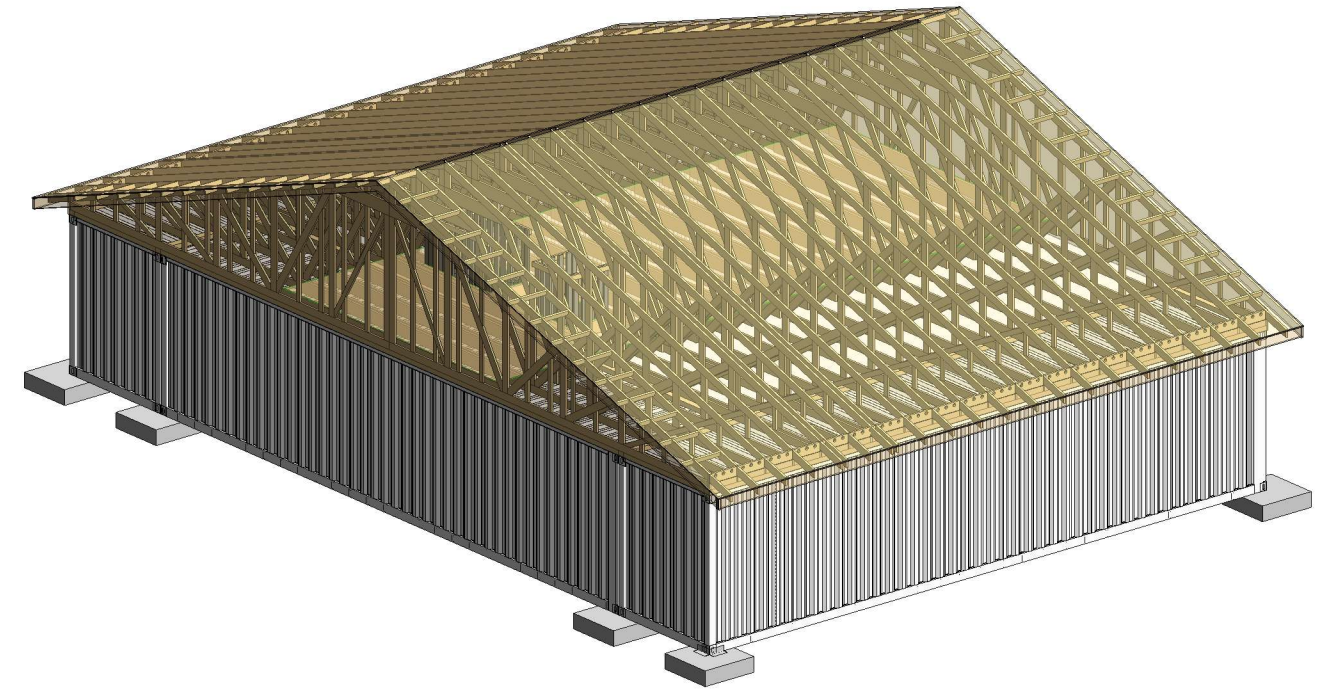
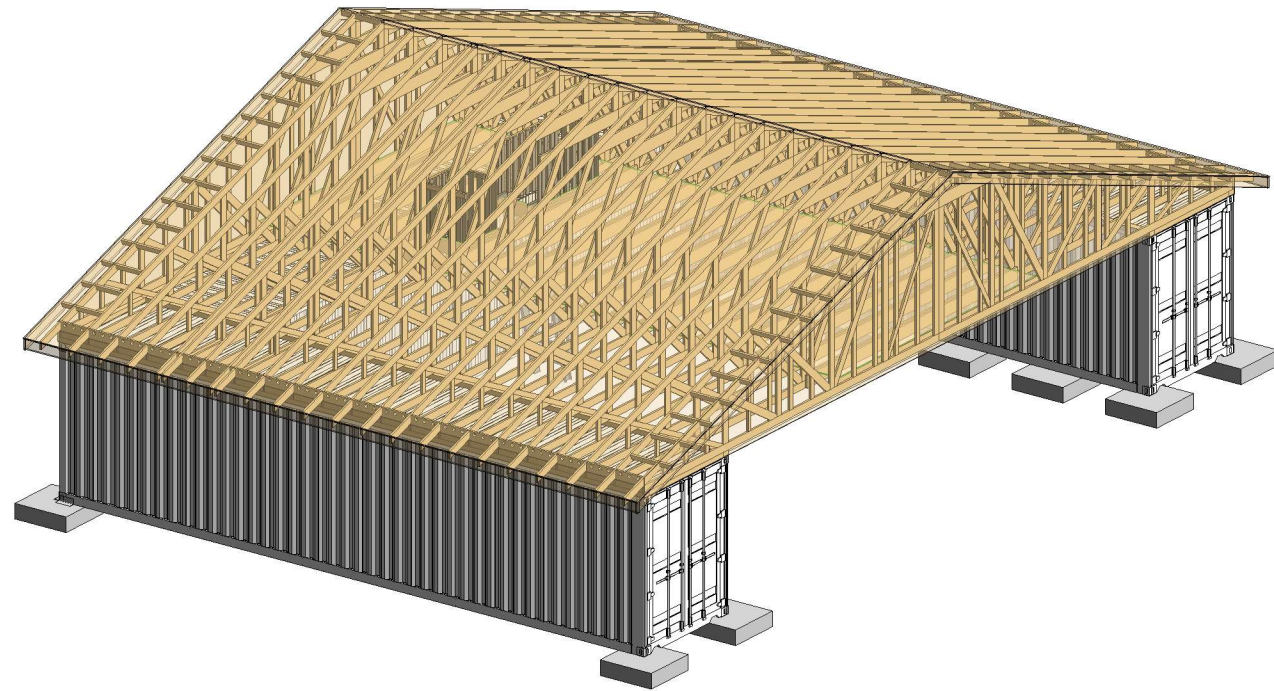
Robe Lake Wilderness Estates, Block 3, Lot 1

DRAWING TITLE:
BUILDING SECTIONS

DATE: 1/11/2017
JOB NUMBER: 17025
OPERATOR: DRB
SHEET NO:

G3
7 OF 7

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[illegible]

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Anchorage, Alaska 99515
907-344-1646 voice
integral@gci.net

**IIIIII Integral
Engineering**

David R. Booker, PE, SE
Civil / Structural Engineer

Robe Lake Wilderness Estates, Block 3, Lot 1

GITW STORAGE GARAGE
4550 Kodiak Cove
Valdez, Alaska

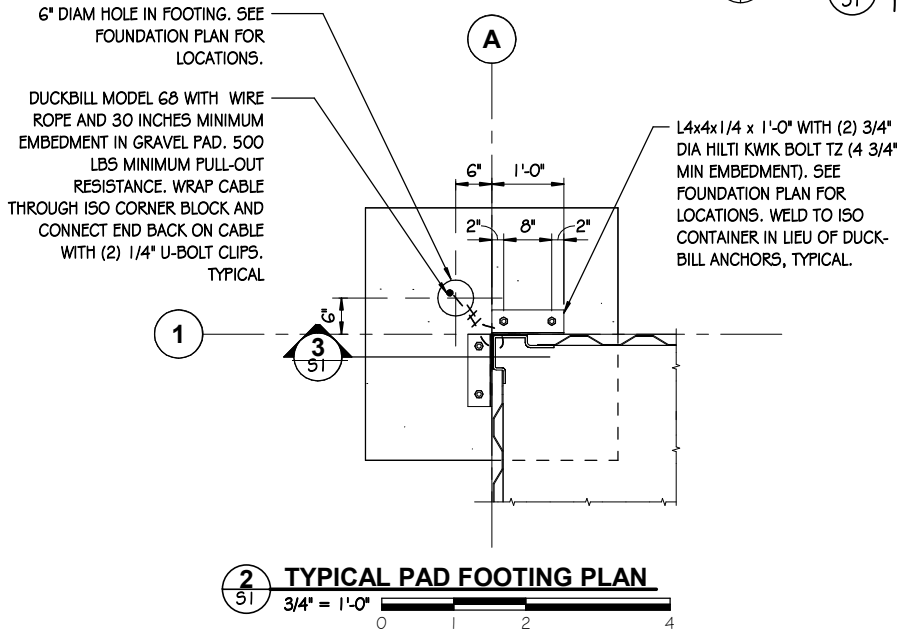
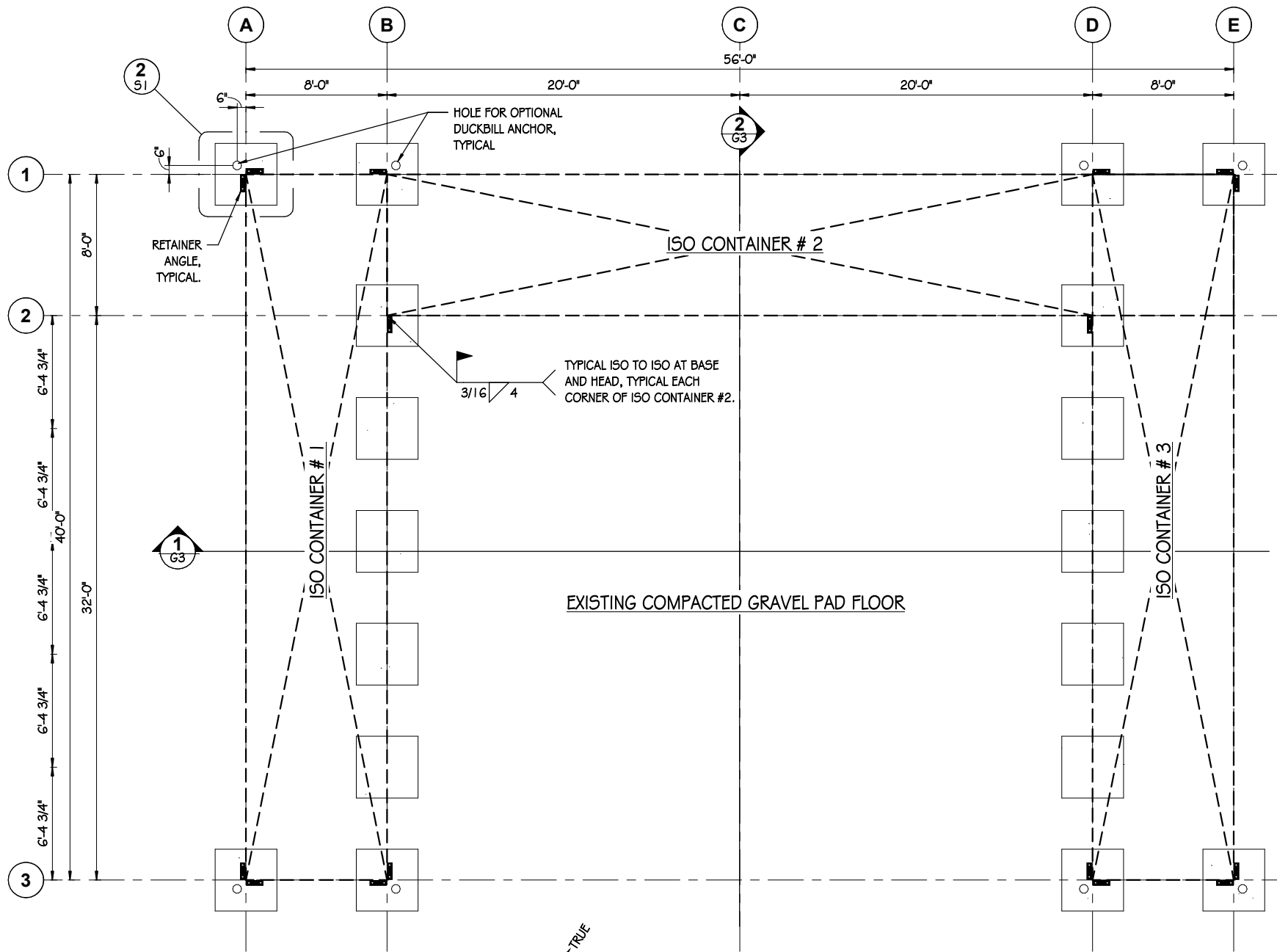
DRAWING TITLE:
BUILDING ISOMETRICS

DATE: 11/12/17
JOB NUMBER: 17028
OPERATOR: DRB

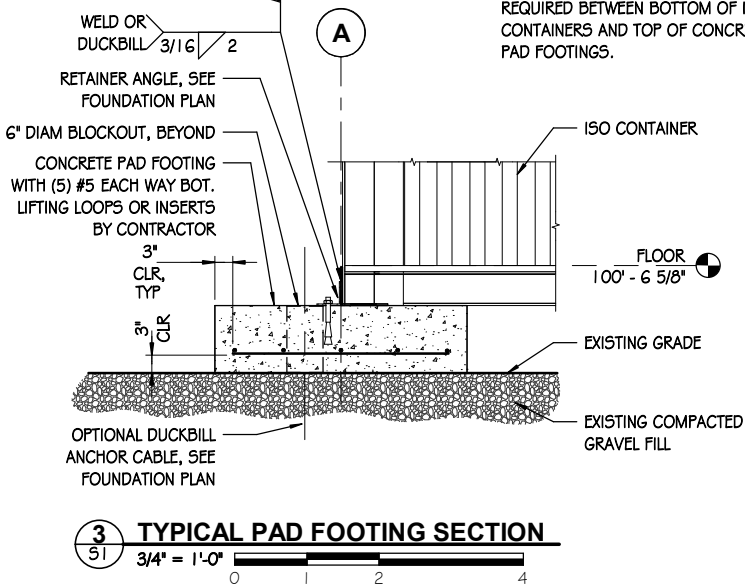
SHEET NO: _____

ISSUED FOR CONSTRUCTION

OF 7



1 FOUNDATION PLAN
1/4" = 1'-0"



3 TYPICAL PAD FOOTING SECTION
3/4" = 1'-0"

SHEET NOTES:

1. PROVIDE ASTM A36 STEEL SHIMS AS REQUIRED BETWEEN BOTTOM OF ISO CONTAINERS AND TOP OF CONCRETE PAD FOOTINGS.

GENERAL STRUCTURAL NOTES:

THE FOLLOWING NOTES APPLY UNLESS SHOWN OTHERWISE:

CODES AND STANDARDS -
AS ADOPTED BY THE CITY OF VALDEZ:
2012 INTERNATIONAL BUILDING CODE (IBC)
2010 ASCE 7 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.

LIVE LOADS -
ROOF - 20 PSF
ATTIC FLOOR - 40 PSF POSTED LOAD LIMIT
ISO CONTAINER FLOOR - 125 PSF LIGHT STORAGE

SNOW LOADS -
GROUND SNOW - 160 PSF
BALANCED ROOF, P_f - 123 PSF, MIN
 C_e - 1.00
 C_t - 1.00
 I_s - 1.00

LATERAL LOADS -
WIND
WIND SPEED, V - 140 MPH, 3-SEC GUST
EXPOSURE - C
IMPORTANCE FACTOR, I_w - 1.00
TOPOGRAPHIC FACTOR, k_t - 1.00
DIRECTIONALITY FACTOR, k_d - 0.85
GUST FACTOR, G - 0.85

SEISMIC
DESIGN CATEGORY - II
SITE CLASS - D
IMPORTANCE FACTOR, I_e - 1.00
SPECTRAL RESPONSE, S_s - 1.50 g
 S_1 - 0.78 g
 F_a - 1.00
 F_v - 1.78
 S_{ds} - 1.00 g
 S_{d1} - 0.78 g
RESISTANCE FACTOR, R - 6.5 ASCE 7-10, TABLE 16.17.6
LIGHT FRAMING BEARING / SHEAR WALL
SEISMIC FACTOR - 0.15 D, $D=DL+20\%$ SNOW
BASE SHEAR, V_s - 20 KIPS, LRFD

SITE PREPARATION -
THE EXISTING SOILS BENEATH THE BUILDING FOOT PRINT PLUS 5 FEET AROUND PERIMETER SHALL BE EXCAVATED OF ALL PEAT AND ORGANICS TO EXISTING BEDROCK AND BACKFILLED WITH NON-FROST SUSCEPTIBLE (NFS) CLASSIFIED FILL IN LIFTS NOT TO EXCEED 8 INCHES. COMPACT EACH LIFT TO 95% MAXIMUM DENSITY TO FINAL GRADE PER ASTM D1557.

SOILS PRESSURES -
ALLOWABLE SOILS PRESSURES IN ACCORDANCE WITH UBC TABLE 1806.2 FOR SANDY GRAVEL SOILS:
BEARING PRESSURE - 3,000 PSF
SHORT TERM BEARING - 4,000 PSF
COEFFICIENT OF FRICTION - 0.35

REINFORCING STEEL -
REINFORCING FOR CONCRETE CONSTRUCTION SHALL BE ASTM A615, GRADE 60, DEFORMED BARS. LAP ALL REINFORCING 55 BAR DIAMETERS MINIMUM, 24 INCHES MINIMUM AT SPLICES.

REINFORCED CONCRETE -
SPECIAL INSPECTION NOT REQUIRED. CONCRETE MATERIALS SHALL CONFORM TO ACI AND ASTM STANDARDS AS FOLLOWS:
COMPRESSIVE STRENGTH - $f'_c = 4,000$ PSI MIN AT 28 DAYS
AGGREGATES - ASTM C33, 3/4" MAX., NORMAL WT.
CEMENT - ASTM C150, TYPE I OR III.
MAX WATER-CEMENT RATIO - 0.45 BY WEIGHT.
WATER - CLEAR POTABLE.
AIR ENTRAINMENT - ASTM C260, 4% TO 7% BY VOL.

CONCRETE COVER -
MINIMUM CONCRETE COVER TO REINFORCING AS FOLLOWS:
CONCRETE CAST AGAINST EARTH - 3 INCHES
FORMED CONCRETE EXPOSED TO WEATHER - 2 INCHES
WALLS NOT EXPOSED TO EARTH OR WEATHER - 1-1/2 INCHES
SLABS NOT EXPOSED TO EARTH OR WEATHER - 3/4 INCHES

POST-INSTALLED ANCHORS -
SPECIAL INSPECTION NOT REQUIRED. ICC REPORTS REQUIRED FOR ALL TYPES OF POST-INSTALLED ANCHORS. INSTALL ANCHORS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN REQUIREMENTS INCLUDING DRILL BIT, HOLE DIAMETER AND DEPTH, HOLE CLEANING, ANCHOR INSTALLATION, FASTENER ATTACHMENT, AND TORQUE.

EXPANSION ANCHORS:
RED HEAD "TRUBOLT+", HILTI "KWIK-BOLT TZ", SIMPSON "STRONG BOLT", OR APPROVED EQUIVALENT.

STRUCTURAL STEEL -
ALL STRUCTURAL STEEL SHALL CONFORM TO AISC AND ASTM SPECIFICATIONS AS FOLLOWS:
ANGLES - ASTM A36, $F_y = 36$ KSI
BOLTS - ASTM A307A, GALVANIZED
NUTS - ASTM A563A, GALVANIZED
WASHERS - ASTM F844, GALVANIZED
SHOP PAINT - SSPC PAINT 25, IRON ALKLYD AFTER FABRICATION

STRUCTURAL STEEL WELDING -
SPECIAL STRUCTURAL INSPECTION REQUIRED, SEE NOTES BELOW. ALL STRUCTURAL STEEL WELDS SHALL BE PRE QUALIFIED AND CONFORM TO AISC AND AWS SPECIFICATIONS AS FOLLOWS:

WELDERS - CERTIFIED FOR ROD AND POSITION
ELECTRODES - E70XX; HEAVY COATED, LOW HYDROGEN
MINIMUM WELD - CONTINUOUS FILLET PER AISC TABLE J2.4.

CONTRACTOR SHALL SUBMIT WELDER QUALIFICATIONS AND PROCEDURE QUALIFICATIONS. WHERE NOT SHOWN, USE MIN. WELD SIZE PER AISC AND AWS.

WELDS EXPOSED IN FINISHED WORK SHALL BE FREE OF SLAG, SPATTER, AND GOUGES. SHARP EDGES SHALL BE GROUND SMOOTH. BACK BARS AND RUN-OFF TABS SHALL BE REMOVED.

STRUCTURAL LUMBER -
ALL STRUCTURAL LUMBER SHALL BE HEM FIR NO. 2 OR BETTER FOR 2X4 AND LARGER AND CONSTRUCTION GRADE FOR 2X3 AND SMALLER. USE PRESSURE TREATED LUMBER AT ALL WOOD INSTALLED WITHIN 1 INCH OF CONCRETE.

TYPICAL FRAMING NOTES -
ALL WOOD FRAMING SHALL BE IN ACCORDANCE WITH IBC SECTION 2308. MINIMUM CONNECTIONS AND FASTENERS SHALL COMPLY WITH IBC TABLE 2304.9.1.

METAL TIMBER CONNECTORS -
STEEL CONNECTORS SHALL BE AS MANUFACTURED BY SIMPSON STRONG-TIE COMPANY OR APPROVED EQUIVALENT.

PRE-ENGINEERED WOOD ROOF TRUSSES -
ALL PRE-ENGINEERED ROOF TRUSSES SHALL DESIGNED TO MEET DESIGN CRITERIA SHOWN IN THESE DRAWINGS, 2012 IBC, AND ASCE 7-10 LOAD COMBINATIONS. ROOF TRUSSES SHALL BE MANUFACTURED IN CONFORMANCE WITH TRUSS PLATE INSTITUTE ANSI / TPI D58. TRUSS MANUFACTURER SHALL PROVIDE ALL INTERNAL BRIDGING AND BRACING AS SHOWN IN TRUSS FABRICATION DRAWINGS.

SHEATHING -
ALL SHEATHING SHALL CONFORM TO AP SPECIFICATIONS AND THICKNESS AS FOLLOWS:
WALL - 5/8-INCH T-11 SIDING, 32/16 APA DOC P52
ROOF - 3/4-INCH CDX PLYWOOD, 48/24 APA DOC P52

ALL WALL SHEATHING SHALL BE LAID FACE GRAIN (MARKED SPAN DIRECTION) VERTICAL. FASTEN ALL WALL SHEATHING TO WOOD FRAMING WITH 10d COMMON NAILS AT 6" O.C. MAX TO SUPPORTS AND 12" O.C. WITHIN THE FIELD. INSTALL 2x (FLAT) BLOCKING AT ALL UNSUPPORTED WALL PANEL EDGES. AT SHEAR WALLS WHERE SHEATHING OCCURS ON BOTH SIDES OF WALL AND NAIL SPACING IS LESS THAN 6" ON CENTER, PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS OR MEMBERS SHALL BE 3-INCH NOMINAL OR DOUBLE 2x STITCH NAILED WITH (2) ROWS OF 10d COMMON NAILS AT 6" O.C., STAGGERED. FASTEN ALL ROOF SHEATHING TO WOOD FRAMING WITH 10d COMMON NAILS AT 6" O.C. UNBLOCKED AT PANEL EDGES AND 6" O.C. WITHIN FIELD..

SPECIAL STRUCTURAL INSPECTION - NONE

DEFERRED SUBMITTALS - PRE-ENGINEERED ROOF TRUSSES

GENERAL CONTRACTOR NOTES -
CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING AND SHORING REQUIRED FOR THE ERECTION OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, AND SEQUENCES OF PROCEDURES REQUIRED TO PERFORM THE WORK. CONTRACTOR SHALL COORDINATE ALL TRADES AND VERIFY DIMENSIONS IN THE FIELD. THESE DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO THE REVIEW AND APPROVAL OF THE STRUCTURAL ENGINEER.

STATE OF ALASKA
49 TH
David R. Booker
SE 13599
REGISTERED PROFESSIONAL ENGINEER
1/11/2017

By

Revision

Date

No.

10640 Republic Circle
Anchorage, Alaska 99515
907-344-1646 voice
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Integral Engineering
David R. Booker, PE, SE
Civil / Structural Engineer

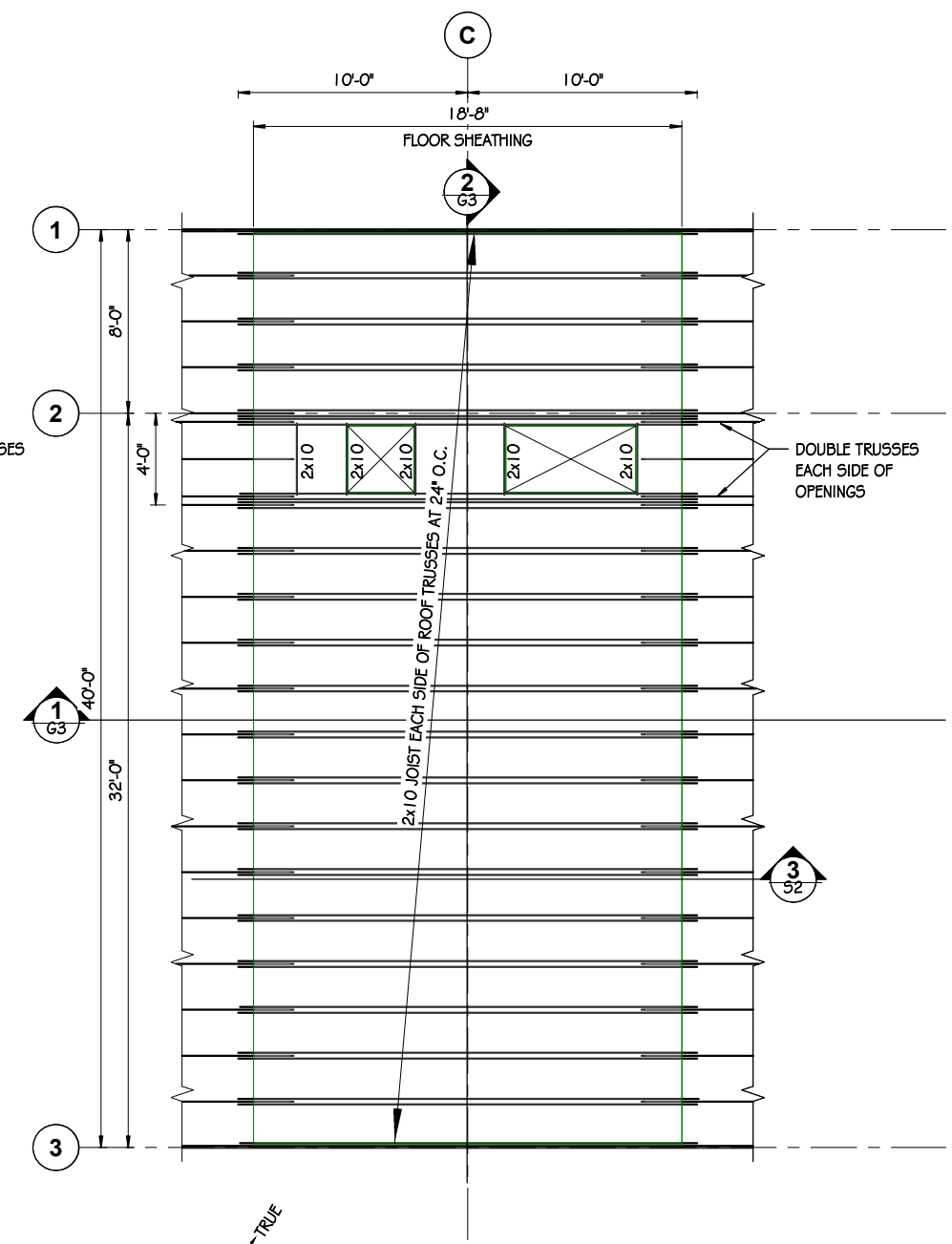
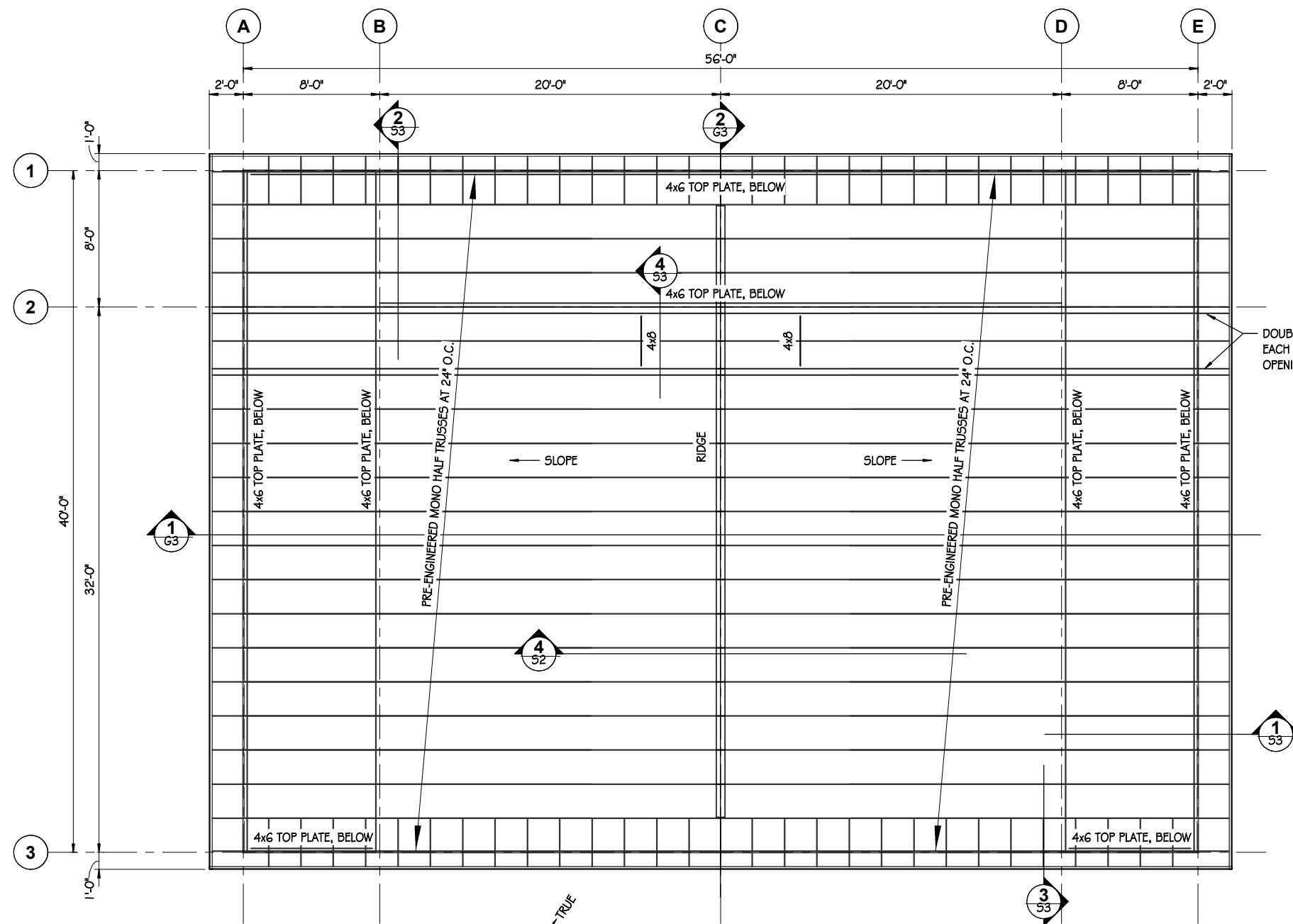
PROJECT:
GITW STORAGE GARAGE
4550 Kodiak Cove
Valdez, Alaska

Robe Lake Wilderness Estates, Block 3, Lot 1

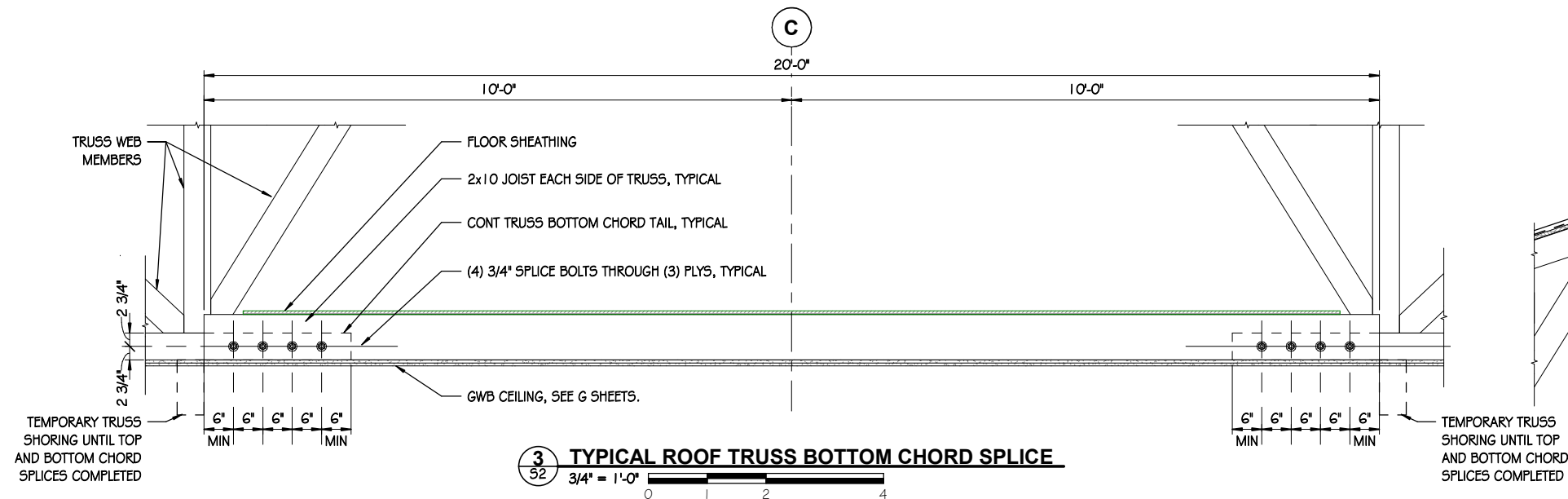
DRAWING TITLE:
GENERAL
STRUCTURAL NOTES,
FOUNDATION PLAN &
DETAILS

DATE: 1/11/2017
JOB NUMBER: 17026
OPERATOR: DRB

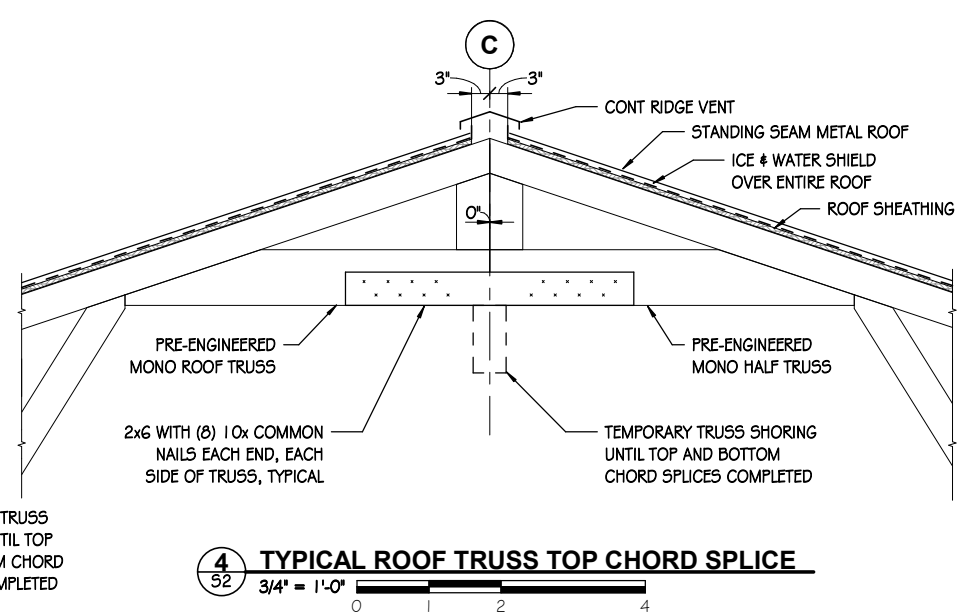
SHEET NO:
S1
7 OF 7



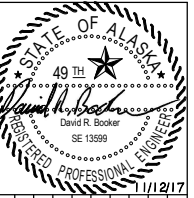
2 **ATTIC FRAMING PLAN**
 1/4" = 1'-0"
 0 1 2 3 4 6 8 12



3 TYPICAL ROOF TRUSS BOTTOM CHORD SPLICE



4 **TYPICAL ROOF TRUSS TOP CHORD SPLICE**
52 $3/4" = 1'-0"$

[illegible]

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IIIIII Integral Engineering

David R. Booker, PE, SE
Civil / Structural Engineer

GITW STORAGE GARAGE

**4550 Kodiak Cove
Valdez, Alaska**

Robe Lake Wilderness Estates, Block 3, Lot 1

DRAWING TITLE:
ROOF & ATTIC
FRAMING PLANS AND
DETAILS

DATE: 11/12/17

JOB NUMBER: 17028

OPERATOR: DRB

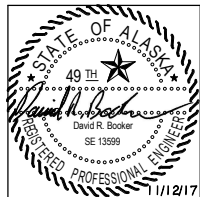
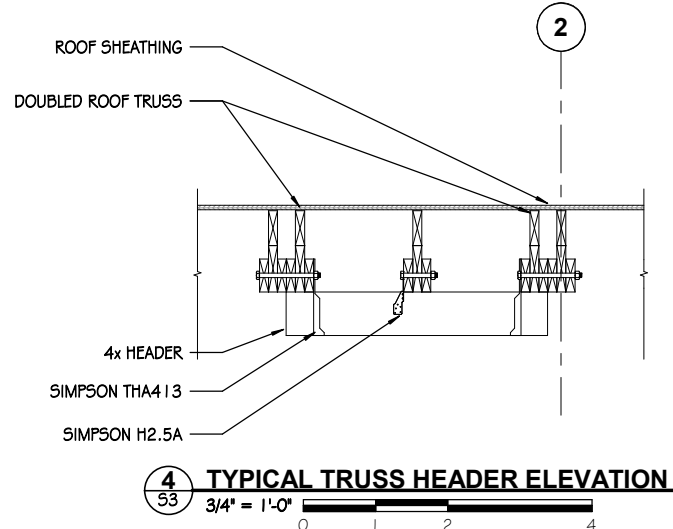
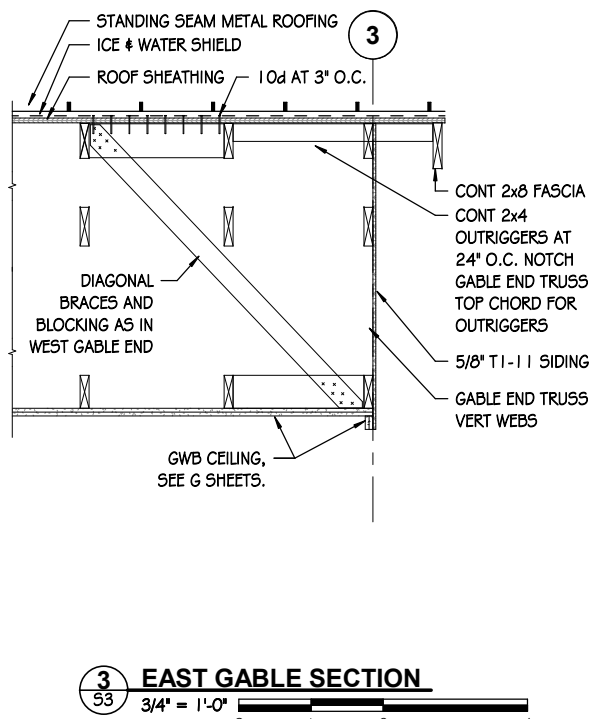
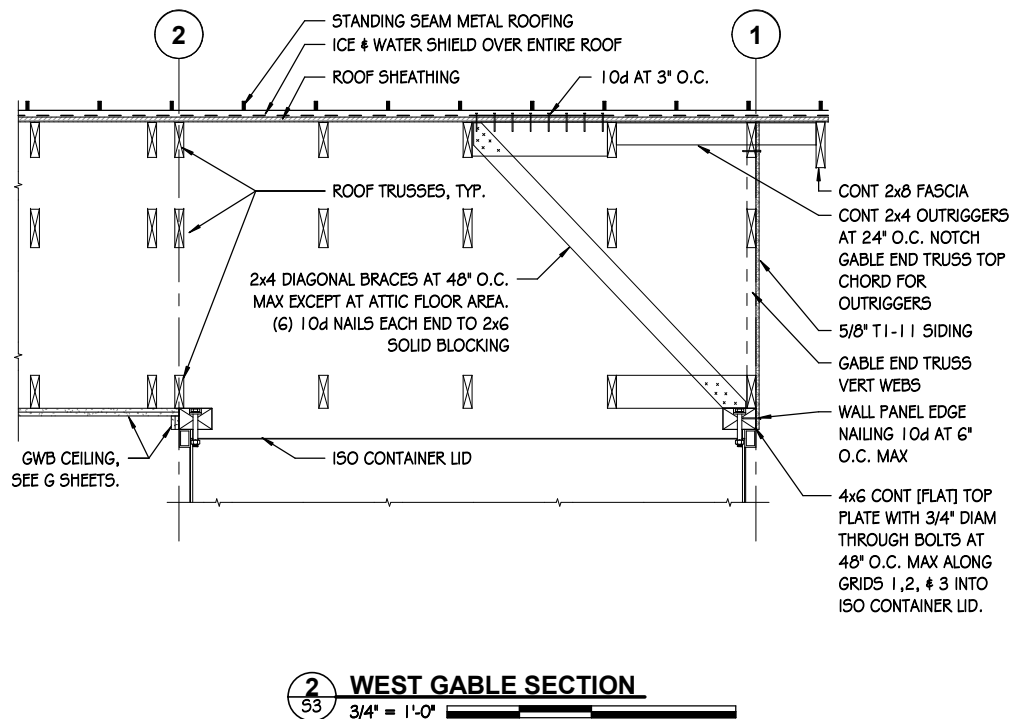
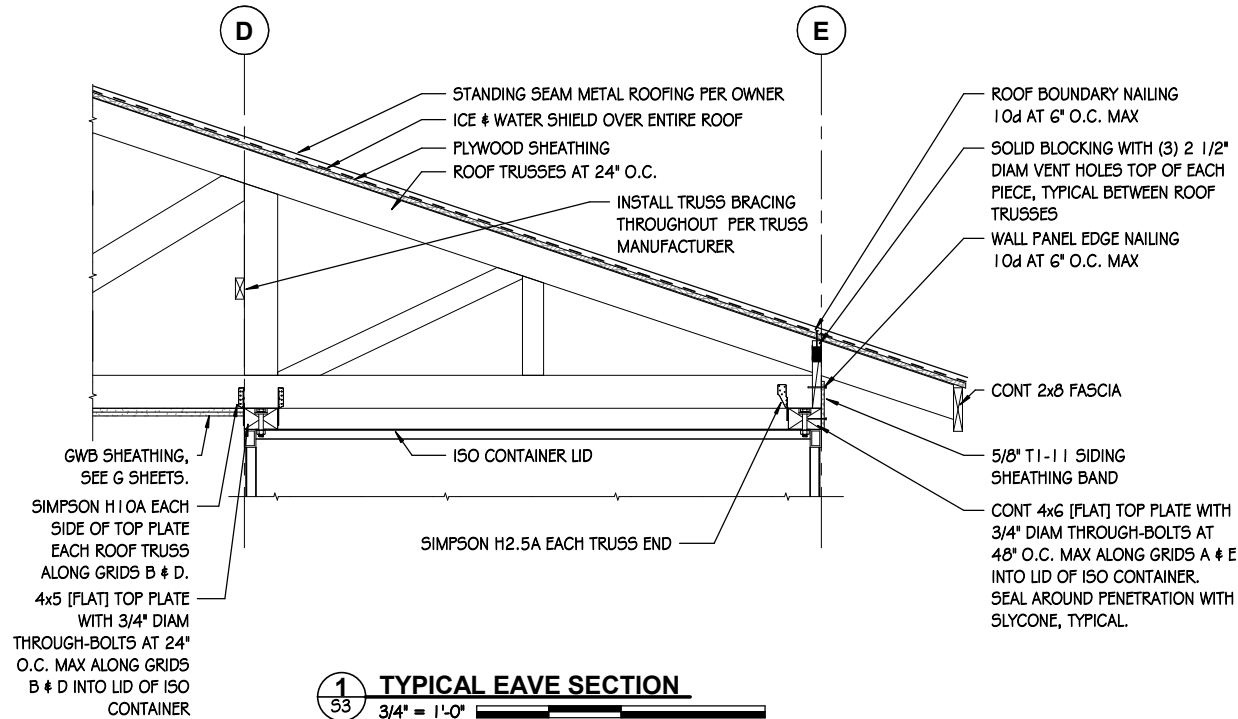
SHEET NO: _____

S2

7 OF 7

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By	
Revision	
Date	
No.	

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Integral Engineering
David R. Booker, PE, SE
Civil / Structural Engineer

PROJECT: **GITW STORAGE GARAGE**
4550 Kodiak Cove
Valdez, Alaska
Robe Lake Wilderness Estates, Block 3, Lot 1

DRAWING TITLE: ROOF FRAMING DETAILS
DATE: 11/12/17 JOB NUMBER: 17025 OPERATOR: DRB
SHEET NO: S3 7 OF 7

ISSUED FOR CONSTRUCTION

March 15, 2018

TO: Mayor Knight and Members of the Valdez City Council

FROM: Amanda Bauer
amanda@stephenscruises.com
907-831-0403

RE: Report from Prince William Sound Aquaculture Corporation Board of Directors Meeting held March 2, 2018 in Anchorage, Alaska.

Mayor Knight and Council Members,

As your appointed representative on the Prince William Sound Aquaculture Corporation (PWSAC) Board of Directors, I attended the annual Spring Board meeting on March 2, 2018 in Anchorage. My report on the meeting follows.

The process to hire a new General Manager ended last fall and the position was offered to Casey Campbell. He accepted and began work on November 27. Casey was born and raised in Sitka, is a veteran banker, economic advisor and commercial fisherman. This was his first board meeting and he brings a lot of great experience and energy to the organization. He already has some great ideas, including some alternative energy sources, and I look forward to seeing if he is able to implement them moving forward.

The board passed the annual budget in the amount of \$14,227,692, of which \$9,852,601 will come from cost recovery operations.

Charlie Russell from the Alaska Department of Fish and Game was in attendance and said the state budget for ADF&G will be maintained as it is. That was really good news to hear.

Chris Habicht from the Commerical Fisheries Division of ADF&G gave an update on the Alaska Hatchery Interaction Study. This is a very long, ongoing study of the effects of hatchery salmon on wild salmon stocks both in PWS and Southeast Alaska. The study began in 2012 and hopes to continue through 2020. The hatcheries helped commission the study (and fund a portion of it) to make sure that wild salmon stock had priority. Another hopeful advantage of the study involves labeling of final products, for example are they Marine Stewardship Council approved. The link to the study is found here: <http://www.adfg.alaska.gov/index.cfm?adfg=fishingHatcheriesResearch.main>

Finally, PWSAC has contracted Nortech Alaska to perform an Environmental Audit of the organization. It is very thorough process that includes all hatchery sites and offices. The audit will confirm PWSAC is in environmental compliance with permits, among other things. Michelle Sherwood from Nortech attended the meeting and said so far there are no significant findings to report.

For two years in a row now I have missed the annual Fall Board Meeting held in October in Cordova (due to weather). As always, I will try to attend the meeting this fall that will be held on October 5.

Should you have any questions about this report or anything you want me to address at the October meeting please call or email me.

Thank you again for the opportunity to represent the City of Valdez.

A handwritten signature in black ink, appearing to read 'Amanda Bauer', with a stylized, cursive script.

Amanda Bauer



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

455 3rd Avenue, Suite 140
Fairbanks, Alaska 99701-4737
Main: 907.451.2718
Programs fax: 907.451.2742

March 1, 2018

City of Valdez
P.O. Box 307
Valdez, AK 99686

Dear Municipal Official:

I am pleased to announce the payment amount for the FY18 DCCED Shared Fisheries Business Tax for FMA 15: Prince William Sound Area for the City of Valdez. The total allocation for the Fisheries Business Tax is \$23,144.40.

This payment must be used to help reduce the effect of fisheries business activities on your municipality, which may include the expenses of any municipal service.

The payment was requested on March 15, 2018 and it should be processed shortly. If you do not receive your payment by April 15, 2018, please contact me. If you have previously signed up for electronic payments (ACH), the funds will go directly into your bank account that you established. If you do not have direct deposit, a check will be mailed to the municipal address on record.

If you have questions regarding this payment, please feel free to contact me by telephone at 907-451-2718 or you may email me at: kimberly.phillips@alaska.gov.

Sincerely,

A handwritten signature in purple ink, appearing to read "Kimberly Phillips".

Kimberly Phillips
Grants Administrator II



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Revenue

TAX DIVISION

Robert B. Atwood Building
550 West Seventh Avenue, Suite 500
Anchorage, Alaska 99501-3555
Main: 907.269.6620
Fax: 907.269.6644

www.tax.alaska.gov

February 23, 2018

Letter ID: L0225910784

CITY OF VALDEZ
ATTN: RUTH KNIGHT, MAYOR
PO BOX 307
VALDEZ, AK 99686-0307

Dear Mayor Ruth Knight:

I have sent to your finance director a copy of the 2018 AS 43.56 Preliminary Assessment Roll for oil and gas property located within the City of Valdez.

The total assessed value is: **\$1,921,355,290**

Pursuant to AS 43.56.110, a municipality or owner of taxable property receiving a preliminary assessment notice may object to an assessment by filing with the Tax Division a written appeal in accordance with 15 AAC 56.015 and 15 AAC 56.020. Pursuant to 15 AAC 56.069(c) and 15 AAC 56.015(f), an appeal of preliminary assessed value must be received and date-stamped by the Tax Division no later than twenty (20) calendar days from the date on the preliminary assessment notice. Appeals received after the 20th calendar day will not be accepted even if post marked before the 20th day.

Pursuant to 15 AAC 56.020, following an appeal the Department may adjust the assessment and the assessment roll. An adjustment shall be made within thirty (30) days from the date on the notice of preliminary assessment.

Pursuant to AS 43.56.120, after a ruling by the Department on an appeal made under AS 43.56.110, a municipality or owner of taxable property may further appeal to the State Assessment Review Board (SARB) in accordance with 15 AAC 56.015 and 15 AAC 56.030. As provided by 15 AAC 56.069(c) and 15 AAC 56.015(f), an appeal to the SARB must be received and date-stamped by the Tax Division no later than fifty (50) calendar days from the date on the notice of preliminary assessment. Appeals received after the 50th calendar day will not be accepted even if postmarked before the 50th day.

Pursuant to AS 43.56.130, hearings before the SARB are held in accordance with 15 AAC 56.030 and 15 AAC 56.040 and will convene approximately eighty (80) days after the date on the notice of preliminary assessment.

Pursuant to AS 43.56.135, the assessed values will be certified by June 1, 2018.

Appeals must be filed with the Tax Division's Anchorage office at the above address, ATTN: State Petroleum Property Assessor.

Sincerely,

James H. Greeley, Jr.
State Petroleum Property Assessor

Cc: Brian Carlson, Finance Director

Enclosed: 2018 Preliminary Assessment Roll - City of Valdez

*2017 Valuation
1,920,886,870*