

UNALASKA CITY COUNCIL

Unalaska, Alaska

Regular Meeting
Tuesday, September 25, 2018
6:00 p.m.

AGENDA

Unalaska City Hall
Council Chambers
43 Raven Way

UNALASKA CRAB, INC., BOARD OF DIRECTORS MEETING

1. Call to Order
 2. Roll Call
 3. Adoption of Agenda
 4. New Business: Approval to sign the Regional Landing Relief Framework Agreement
 5. Adjournment
-

UNALASKA CITY COUNCIL REGULAR MEETING

1. Call to order
2. Roll call
3. Pledge of allegiance
4. Recognition of visitors
5. Adoption of agenda
6. Awards / Presentations
 - a. Tim Mahoney 20 year employment anniversary with the City of Unalaska
 - b. Marichu Miller 10 year employment anniversary with the City of Unalaska
7. Approve minutes of previous meeting, September 11, 2018
8. Report: City Manager
9. Community Input / Announcements
10. Public testimony on agenda items
11. Public Hearing on Ordinance 2018-10 creating Budget Amendment #2 to the Fiscal Year 2019 Budget, increasing the operating budget of the Electric Fund by \$309,912 to fund the addition of two additional full-time positions, and increasing the operating budget of the Solid Waste Fund by \$124,686 to fund the addition of one additional full time position
12. Work session: Presentation from the State Department of Corrections regarding the Transition to Work Program
13. Regular agenda
 - a. Unfinished Business
 - i. Ordinance 2018-10, 2nd Reading: Creating Budget Amendment #2 to the Fiscal Year 2019 Budget, increasing the operating budget of the Electric Fund by \$309,912 to fund the addition of two additional full-time positions, and increasing the operating budget of the Solid Waste Fund by \$124,686 to fund the addition of one additional full time position
 - b. New Business
 - i. Resolution 2018-56: A Resolution of the Unalaska City Council to Award the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project to ECI Hyer, Inc. for the sum of \$163,451
 - ii. Approval of Restaurant Designation for Airport Restaurant alcohol license
 - iii. Travel Approval for Mayor and Council to attend the Alaska Municipal League 68th Annual Local Government Conference, November 12-16, 2018, in Anchorage, Alaska
14. Council Directives to City Manager
15. Community Input / Announcements
16. Adjournment

UNALASKA CRAB, INC.

RESOLUTION NO. 2018-02

WHEREAS, Unalaska Crab Inc. (the Corporation) is the authorized representative for Unalaska, an Eligible Crab Community (ECC) pursuant to the federal regulations generally known as the Crab Rationalization Program and;

WHEREAS, 50 CFR 680.4(p) sets forth a process by which holders of an individual fishing quota (IFQ) or individual processing quota (IPQ) in certain crab fisheries (Exemption Applicants) may request a preseason exemption from otherwise applicable geographical restrictions on the delivery or processing of crab; and

WHEREAS, 50 CFR 680.4(p)(4)(ii)(B) requires that Exemption Applicants certify that the Exemption Applicant has entered into a framework agreement signed by representatives of the ECC; and

WHEREAS, the Corporation has participated in the process of negotiating a framework agreement and has reviewed a proposed framework agreement for the 2018-2019 crab fishing season which is intended to comply with, 50 CFR 680.4(p)(4)(ii)(B); and

WHEREAS, the Corporation finds the terms of the framework agreement acceptable to Unalaska as an ECC;

NOW, THEREFORE, it is hereby resolved (1) that the Corporation hereby authorizes the President of the Corporation to sign the framework agreement attached to this Resolution and (2) that any changes to the proposed agreement be subject to further review and approval of the Corporation and (3) that any in season exemptions contract required by 50 CFR 680.4(p)(4)(iii) (B) be subject to further review and approval of the Corporation.

DULY ADOPTED on September 25, 2018, at a meeting of the Board of Directors of Unalaska Crab, Inc.

UNALASKA CRAB, INC.

Frank Kelty
President

ATTEST:

Marjie Veeder
Secretary

EMAIL MESSAGE

From: Nettie Cornwell
Sent: Tuesday, September 04, 2018 3:54 PM
To:
Subject: 2018-2019 Regional Landing Relief - Framework Agreement

Ladies and Gentlemen,

Attached is the 2018-2019 Framework Agreement. Other than the dates and some minor edits, there have been no changes to the Agreement since last year (see enclosed redline). Because the October council meeting and the **October 15 application deadline** are fast approaching, we hope that we can proceed with signing the Framework Agreement and the NMFS Preseason Exemption Applications.

So – if you represent an organization that is a party to the Framework Agreement (see enclosed chart of the parties and designated representatives based on last year's Agreement), please review the Agreement and, if it is acceptable, please have an authorized representative of your organization sign it. Then, please **complete the attached Page I** of the NMFS Preseason Application for Exemption. (We have omitted Part II as it would be completed only at a later date, if parties actually enter into an exemption contract and apply to move crab out of its designated region.)

When completing Page I,

- Please leave the "Total number of applicants who have signed the Preseason Application" line blank. We will complete that at the time of filing.
- Print the name of your organization as the applicant, and enter the organization's NMFS ID number if it has one. If it does not have one, please leave the NMFS ID number space blank.
- Check only one box concerning your organization's status as IFQ holder, IPQ holder or community representative. If, for example, your organization holds IPQ and is also a community representative, **please complete page 1 twice, once as IPQ holder, once as community representative.**
- **Check all fisheries in item 4 – they are all covered by the Framework Agreement. If you are not comfortable doing so, please contact Joe.**
- Because we do not have IFQ or IPQ amounts at this time, and may not until shortly before the form is due, we propose writing in **"100%" or "All"** behind the IFQ and IPQ amounts. That worked for the past five years, and we assume that it will again this year. If your organization is not comfortable doing so, please contact Joe to discuss alternatives.
- Please have the **same person who signed the Framework Agreement** on behalf of your organization **check or initial both boxes of the "Affidavit" section, and sign and date the form. Please write the signer's title next to the signature.**

Please scan or fax me the signed Framework Agreement signature page and the completed page 1 of the Preseason Application. I will compile them and prepare the Application package for filing. **When you do so, please send me the name of your organization's designated representative for the "Coordinating Committee" referenced in Section 7 of the Framework Agreement.**

If you have any questions or concerns regarding this process, please feel free to contact me.

Thank you all. Nettie

Joe Sullivan Law Office PLLC



Antonetta S. Cornwell
Paralegal

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EMAIL: nettie@fisherylalaw.net
WEB: fisherylalaw.net
ADDRESS: 4005 20th Ave W, Suite 221
Seattle, WA 98199

FRAMEWORK AGREEMENT

October 15, 2018

This Regional Landing Requirement Relief Framework Agreement (“Framework Agreement”) is entered into by and among Central Bering Sea Fishermen’s Association, Unalaska Crab, Inc., Aleutian Pribilof Island Community Development Association, Kodiak Fisheries Development Association (“Community Representatives”), 57 Degrees North, LLC, Alyeska Seafoods, Inc., APICDA Joint Ventures, Inc., Norquest Seafoods, Inc., Peter Pan Seafoods, Inc., Quota Share Leasing, LLC, RAS II, LLC, Royal Aleutian Seafoods, Inc., Trident Seafoods Corporation, Westward Seafoods, Inc. (“IPQ Holders”), and Aleutian Islands Cooperative, CPH Association, Dog Boat Cooperative, Inter-Cooperative Exchange, R&B Cooperative and Trident Affiliated Crab Harvesting Corporation (“IFQ Holders”) (each individually, a “Party” and together, the “Parties”) as of October 15, 2018 with respect to the following facts:

RECITALS

A. The Bering Sea and Aleutian Islands Crab Rationalization Program adopted by the North Pacific Fishery Management Council (the “Council”) as Amendments 18 and 19 to the Fisheries Management Plan for the Bering Sea and Aleutian Islands crab fisheries, and implemented through National Marine Fisheries Service (“NMFS”) regulations at 50 C.F.R. 680 (the “Crab Rationalization Program”) includes several regional landing requirements (the “Regional Landing Requirements”). The Regional Landing Requirements stipulate that certain amounts of crab harvested pursuant to Individual Fishing Quota (“IFQ”) issued annually must be delivered in certain regions of the fishery based on historical delivery patterns, and regionally designate “Class A” IFQ and corresponding Individual Processing Quota (“IPQ”) accordingly.

B. The Parties acknowledge that the Regional Landing Requirements were included in the Crab Rationalization Program to provide certain Bering Sea and Aleutian Islands communities with protection from adverse economic consequences that could result from changes in crab delivery and processing locations made possible by the Crab Rationalization Program.

C. The Parties intend that the Regional Landing Requirements fulfill their purpose under the Crab Rationalization Program, i.e., providing the beneficiary communities with crab deliveries and processing activity that promotes stable and healthy fisheries economies. However, the Parties acknowledge that circumstances outside of the Parties’ control could impair IFQ holders from making crab deliveries in the designated region within a commercially reasonable period of time after crab harvests, or could prevent IFQ holders from doing so within the related crab fishing season. Under these circumstances, the Regional Landing Requirements could prevent crab that has been harvested from being delivered alive, resulting in loss of the related product value, or could prevent crab from being delivered during the regulatory fishing season. This would not only result in communities failing to receive the benefit of the intended crab deliveries, but could also result in waste of Bering Sea and Aleutian Islands crab resources,

which would be inconsistent with the Crab Rationalization Program's purposes and National Standard 1 of the Magnuson-Stevens Fishery Conservation and Management Act.

D. Further, in the absence of an exemption to the Regional Landing Requirements, persons harvesting IFQ crab may have incentives to attempt crab deliveries under unsafe or marginally safe conditions, to avoid losing the value of their harvests.

E. The Parties therefore wish to define certain terms and conditions under which a person harvesting crab IFQ may obtain relief from an otherwise applicable Regional Landing Requirement.

AGREEMENT

The Parties agree as follows:

1. Purpose of Agreement. This Agreement defines the general terms and conditions under which an exemption contract may be negotiated and executed among some or all of the Parties and an "Inseason Notice of Exemption" may be filed with NMFS pursuant to 50 CFR 680.4(p)(4)(iii), which, upon filing, will result in NMFS re-designating the Class A IFQ described in the related affidavit and the IPQ with which it is matched as free of any Regional Landing Requirements. This Agreement is entered into to enable the Parties to satisfy the affidavit requirement of 50 CFR 680.4(p)(4)(ii)(B).

2. Eligible Applicants. To be eligible to apply for a regional landing requirement exemption by filing an Inseason Notice of Exemption, a Party must be one of the following, and must have been conducting and be conducting its harvesting and processing operations in a manner consistent with the Fishery Guidelines and Reserve Pool approach (as defined in Section 4, below) then in effect for the Fishery or Fisheries (as defined in Section 2.1, below) for which the exemption is sought, unless the Fishery Guidelines and/or the Reserve Pool Agreement's terms have been waived in accordance with the applicable conditions of Section 5, below:

2.1 IFQ Holders. A person holding regionally designated IFQ for Bristol Bay red King crab ("BBRKC"), Bering Sea snow crab ("BSS"), St. Matthew blue King crab ("SMB"), Eastern Aleutian Islands golden King crab, Western Aleutian Islands red King crab, Pribilof Island blue King crab or Pribilof Island red King crab (each, a "Fishery," and together, the "Fisheries").

2.2 IPQ Holders. A person holding regionally designated IPQ for one or more of the Fisheries.

2.3 Community Representatives.

2.3.1 For communities that hold or formerly held the right of first refusal (“ROFR”) pursuant to 50 CFR 680.41(l), the Eligible Crab Community entity, as defined at 50 CFR 680.2.

2.3.2 For North Region SMB crab processor quota shares (“PQS”) and North Region BSS PQS that was issued without a ROFR, the community representatives for the communities of St. Paul and St. George shall be both the Aleutian Pribilof Island Community Development Association (“APICDA”) and the Central Bering Sea Fishermen’s Association (“CBSFA”), in accordance with 50 CFR 680.4(p)(2)(iii)(B)(2)(i).

3. Fisheries Subject to Agreement. This Agreement establishes the conditions for filing an exemption notice for each of the Fisheries.

4. Actions Taken to Reduce the Need for and Amount of an Exemption. To reduce the need for and amount of a BSS Regional Landing Requirement exemption, the Parties shall adopt annual fishery operational guidelines per Section 4.1, below (the “Fishery Guidelines”) and shall operate under the reserve pool approach described in Section 4.2, below (the “Reserve Pool”). The actions taken to reduce the need for and amount of a Regional Landing Requirement exemption for the crab Fisheries other than the BSS Fisheries shall be developed by the Coordinating Committee (as defined in Section 7, below) from time to time.

4.1 Fishery Guidelines. The Parties holding North region BSS IFQ and IPQ will develop proposed Fishery Guidelines for the BSS Fishery, and will submit them to the Coordinating Committee for review and approval. The Fishery Guidelines will provide general guidance concerning the delivery period for the North region of the BSS Fishery and the types and amounts of harvesting and processing capacity to be employed in the North region of the BSS Fishery, which, absent circumstances outside of the Fishery participants’ control, should enable the Fishery to be conducted without a Regional Landing Requirement exemption being necessary. The Fishery Guidelines will be consistent with the delivery periods and harvesting and processing capacity employed during the 2013-2014 through 2017-2018 seasons of the BSS Fishery, as adjusted to take into account the total allowable catch (“TAC”) for the 2018-2019 BSS Fishery and 2018-2019 BSS market factors.

4.2 Reserve Pool. The Reserve Pool approach set forth in this Section 4.2 establishes a procedure under which North region BSS deliveries are scheduled and made on a basis that reduces the risk that North region ice conditions cause BSS IFQ and IPQ to be stranded, and certain amounts of South Region IFQ and IPQ are reserved to cover frustrated North region deliveries, as set forth below.

4.2.1 As long as the risks associated with delivering in the North region remain acceptable (as determined by vessel masters), on an IPQ holder by IPQ holder basis, reserve pool participants will give North region deliveries priority over South region deliveries.

4.2.2 If the risks associated with delivering in the North region become unacceptable (as determined by vessel masters), South region IFQ will be used first to cover any frustrated North region deliveries, and then used as follows:

4.2.2.1 Immediately following the suspension of North Region deliveries due to adverse conditions, on an IPQ holder by IPQ holder basis, the affected IFQ holder(s) will assign South region IFQ in amounts approximating the remaining balance to be delivered to that IPQ holder (or on its account) in the North region to a “reserve pool.” When all South region IFQ in excess of an IPQ holder’s share of the reserve pool has been delivered, if the North region is still closed to deliveries, the affected IFQ holder(s) and each IPQ holder with whom they are matched may, by mutual agreement, either (i) use such IPQ holder’s share of the South region reserve pool until it has been exhausted or the North region has been re-opened for deliveries, and/or (ii) initiate a request for a Regional Landing Requirement exemption in accordance with Section 5, below, and if it is approved, may deliver North region designated IFQ to the South region for processing.

4.2.2.2 If the North region re-opens during the BSS season, such that there is a reasonable likelihood of delivering a substantial amount of IFQ in the North region prior to season closure, the IFQ holder(s) with remaining North region IFQ will (in consultation with North region IPQ holders) prioritize North region deliveries over South region deliveries. If IFQ holder(s) and an IPQ holder with whom the IFQ holder(s) are matched have been delivering North region IFQ in the South region under an exemption pending such re-opening, they may initiate compensatory landings in the North region.

4.2.2.3 If at any point in time a North region IPQ holder and the North region IFQ holder(s) with whom it is matched conclude in their reasonable discretion that it will not be feasible to make additional landings in the North region in the same crab fishing season, then any remaining balance of such IPQ holder’s and IFQ holder(s)’ compensatory landing obligation will roll over to the following year.

5. Inseason Notice of Exemption Procedure. One or more share-matched IFQ holder(s) and IPQ holder(s) may initiate the request for a Regional Landing Requirement exemption. The determination whether any specific set of circumstances justifies filing an Inseason Notice of Exemption shall be made by the authorized representatives of the “Affected Parties.” For purposes of this Agreement, “Affected Parties” shall mean (i) the community or communities to which the exempted crab would normally be delivered under the regional landing requirements; (ii) the community or communities from which compensatory deliveries would originate; (iii) the IFQ holder(s) whose IFQ would be exempted from otherwise applicable regional landing requirements; and (iv) the IPQ holder(s) whose IPQ would be exempted from otherwise applicable regional landing requirements. No Inseason Notice of Exemption may be filed without the approval of all Affected Parties.

An Inseason Notice of Exemption may not be filed unless and until the Affected Parties determine that each of the following conditions is satisfied or (if permissible) is waived by all Affected Parties.

5.1 Circumstances outside of the Parties' control have resulted in essential crab processing capacity within a designated region becoming inaccessible or unavailable such that there is a risk that the affected IFQ holder(s) will not be able to land all regionally designated crab in such region prior to the end of the crab fishing season.

5.2 If a Regional Landing Requirement exemption is requested for the BSS Fishery, the Fishery Guidelines referenced in Section 4.1, above have been approved by the Coordinating Committee, and the IFQ holder(s) and IPQ holder(s) requesting an exemption have conducted and are conducting their harvesting and processing operations in a manner consistent with such Fishery Guidelines and the Reserve Pool approach described in Section 4.2, above. If a Regional Landing Requirement exemption is requested for a Fishery other than the BSS Fishery, the actions taken to reduce the need for and amount of a Regional Landing Requirement exemption for the Fishery at issue shall be those developed by the Coordinating Committee from time to time, if any.

5.3 The Affected Parties on a processor/IPQ holder by processor/IPQ holder basis have entered into an exemption contract on a processor/IPQ holder by processor/IPQ holder basis that:

5.3.1 Identifies the IFQ amount and IPQ amount, by Fishery, that is subject to the exemption contract;

5.3.2 Describes the circumstances under which the exemption is being exercised;

5.3.3 Specifies the action that the Parties must take to mitigate the effects of the exemption;

5.3.4 Specifies the compensation, if any, that any Party must make to any other Party; and

5.3.5 Specifies any arrangements for compensatory deliveries in that crab fishing year or the following fishing year.

5.4 The Affected Parties may waive one or more of the conditions set forth in Sections 5.1 and 5.2 for good cause shown. If a Party is seeking a waiver of one or more such conditions because it was prevented from satisfying such condition(s) by circumstances outside of its control, such Party must have notified the Affected Parties of such circumstances within ten (10) days of their occurrence. The Affected Parties may not waive the exemption contract requirement set forth in Section 5.3.

6. Mitigating the Effects of an Exemption. The Parties shall take the following actions to mitigate the effects of a Regional Landing Requirement exemption.

6.1 In connection with circumstances involving a BSS Regional Landing Requirement exemption for up to five (5) million pounds of crab, the IFQ and IPQ holders shall

make compensatory landings, which for IPQ holders shall be calculated on a processor/IPQ holder by processor/IPQ holder basis by a qualified independent third-party data collector which will yield a ratio of regionally designated shares for each processor/IPQ holder (regional ratio), in an amount equal, so long as each processor/IPQ holder has the opportunity to seek a portion of the exemption up to its regional ratio, to the amount of crab delivered outside of its originally designated region. Such compensatory landings shall be made during the same crab fishing year that the exemption was obtained and used, or during the following crab fishing year.

6.2 In connection with events involving a BSS Regional Landing Requirement exemption for five (5) million or more pounds of crab, the type and amount of compensation shall be negotiated as part of each individual exemption contract. The compensation may include, but is not limited to, compensatory landings and monetary relief.

6.3 The Coordinating Committee may amend the BSS thresholds set forth in Sections 6.1 and 6.2, above, in particular based on the changing size of the TAC, and may adopt compensation thresholds for other Fisheries from time to time.

7. Coordinating Committee. On or before October 15, 2018, the Parties shall form a “Coordinating Committee,” composed of the Parties or their designees, which shall, before the start of the BSS Fishery: (i) approve the BSS Fishery Guidelines per Section 4.1, above; and (ii) amend the thresholds set forth in Sections 6.2 and 6.3, above, as needed; and may, from time to time: (i) specify the actions to be taken by IFQ and IPQ holders to reduce the need for and amount of a Regional Landing Requirement exemption for one or more of the Fisheries other than the BSS Fishery, and (ii) develop compensation thresholds for Fisheries other than the BSS Fishery. Decisions of the Coordinating Committee at any given meeting shall require the consent of all Coordinating Committee members present either in person or on the telephone conference line. The Coordinating Committee may appoint Fishery subcommittees from time to time, and may delegate its authority to such sub-committee(s) as it deems appropriate.

8. Season Extension. If the re-opening of the North region is delayed such that a season closure could prevent additional landings from being made in the North region in the same crab fishing season, the Affected Parties may seek a season extension from the Alaska Department of Fish and Game if the extension could make it feasible to deliver a substantial amount of IFQ in the North region prior to the extended season’s closure. A decision to seek a season extension shall require the consent of all Affected Parties.

9. Reporting Requirements. Each IFQ holder that is a party to this Agreement shall prepare a “Regional Delivery Exemption Report” (the “Report”) as required under the Crab Rationalization Program regulations. Each IFQ holder shall deliver a copy of its Report to the IPQ holders and community representatives who are party to this Agreement on or before July 15, 2019, and shall deliver a copy of its Report to NMFS on or before July 30, 2019, but no Report shall be submitted to NMFS less than fifteen (15) days after it was delivered to the IPQ holders and community representatives. The Report shall contain all information required by the Crab Rationalization Program regulations, including but not limited to explanations of:

9.1 The amount of IFQ, if any, set aside to reduce the need for, and the amount of, an exemption;

9.2 The mitigation measures employed before submitting an Inseason Notice;

9.3 The number of times an exemption was requested and used;

9.4 The arrangements for any compensatory deliveries, including all compensatory deliveries made during the crab fishing year and any outstanding compensatory delivery obligations for the following crab fishing year;

9.5 Whether the exemption was necessary; and

9.6 Any impacts resulting from the exemption on fishery participants and communities that signed the preseason application.

10. Term and Termination. This Agreement shall take effect as of the date set forth above and shall expire as of midnight, June 30, 2019.

11. Miscellaneous.

11.1 No amendment to this Agreement shall be effective against a Party hereto unless in writing and duly executed by such Party. The Parties agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing Regional Landing Requirement relief.

11.2 This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Alaska.

11.3 This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by electronic transmission shall have the same effect as delivering a signed original.

11.4 The Parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.

11.5 All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed electronic transmission to the recipient. **Each Party agrees to provide all other Parties with the name, postal address, email address and fax number of its representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.**

11.6 In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

EXECUTED as of the date set forth above.

Community Representatives

CENTRAL BERING SEA FISHERMEN'S ASSOCIATION By: _____ Its: _____	UNALASKA CRAB, INC. By: _____ Its: _____
ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION By: _____ Its: _____	KODIAK FISHERIES DEVELOPMENT ASSOCIATION By: _____ Its: _____

Community Representatives for Non-ROFR IPQ

CENTRAL BERING SEA FISHERMEN'S ASSOCIATION By: _____ Its: _____	ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION By: _____ Its: _____
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IPQ Holders

57 DEGREES NORTH, LLC By: _____ Its: _____	ALYESKA SEAFOODS, INC. By: _____ Its: _____
APICDA JOINT VENTURES, INC. By: _____ Its: _____	NORQUEST SEAFOODS, INC. By: _____ Its: _____

IPO Holders Continued

PETER PAN SEAFOODS, INC. By: _____ Its: _____	QUOTA SHARE LEASING, LLC By: _____ Its: _____
RAS II, LLC By: _____ Its: _____	ROYAL ALEUTIAN SEAFOODS, INC. By: _____ Its: _____
TRIDENT SEAFOODS CORPORATION By: _____ Its: _____	WESTWARD SEAFOODS, INC. By: _____ Its: _____

IFO Holders

ALEUTIAN ISLANDS COOPERATIVE By: _____ Its: _____	CPH ASSOCIATION By: _____ Its: _____
DOG BOAT COOPERATIVE By: _____ Its: _____	INTER-COOPERATIVE EXCHANGE By: _____ Its: _____
R&B COOPERATIVE By: _____ Its: _____	TRIDENT AFFILIATED CRAB HARVESTING CORPORATION By: _____ Its: _____

FRAMEWORK AGREEMENT

October 15, ~~2017~~2018

This Regional Landing Requirement Relief Framework Agreement ("Framework Agreement") is entered into by and among Central Bering Sea Fishermen's Association, Unalaska Crab, Inc., Aleutian Pribilof Island Community Development Association, Kodiak Fisheries Development Association ("Community Representatives"), 57 Degrees North, LLC, Alyeska Seafoods, Inc., APICDA Joint Ventures, Inc., Norquest Seafoods, Inc., Peter Pan Seafoods, Inc., Quota Share Leasing, LLC, RAS II, LLC, Royal Aleutian Seafoods, Inc., Trident Seafoods Corporation, Westward Seafoods, Inc. ("IPQ Holders"), and Aleutian Islands Cooperative, CPH Association, Dog Boat Cooperative, Inter-Cooperative Exchange, R&B Cooperative and Trident Affiliated Crab Harvesting Corporation ("IFQ Holders") (each individually, a "Party" and together, the "Parties") as of October 15, ~~2017~~2018 with respect to the following facts:

RECITALS

A. The Bering Sea and Aleutian Islands Crab Rationalization Program adopted by the North Pacific Fishery Management Council (the "Council") as Amendments 18 and 19 to the Fisheries Management Plan for the Bering Sea and Aleutian Islands crab fisheries, and implemented through National Marine Fisheries Service ("NMFS") regulations at 50 C.F.R. 680 (the "Crab Rationalization Program") includes several regional landing requirements (the "Regional Landing Requirements"). The Regional Landing Requirements stipulate that certain amounts of crab harvested pursuant to Individual Fishing Quota ("IFQ") issued annually must be delivered in certain regions of the fishery based on historical delivery patterns, and regionally designate "Class A" IFQ and corresponding Individual Processing Quota ("IPQ") accordingly.

B. The Parties acknowledge that the Regional Landing Requirements were included in the Crab Rationalization Program to provide certain Bering Sea and Aleutian Islands

communities with protection from adverse economic consequences that could result from changes in crab delivery and processing locations made possible by the Crab Rationalization Program.

C. The Parties intend that the Regional Landing Requirements fulfill their purpose under the Crab Rationalization Program, i.e., providing the beneficiary communities with crab deliveries and processing activity that promotes stable and healthy fisheries economies. However, the Parties acknowledge that circumstances outside of the Parties' control could impair IFQ holders from making crab deliveries in the designated region within a commercially reasonable period of time after crab harvests, or could prevent IFQ holders from doing so within the related crab fishing season. Under these circumstances, the Regional Landing Requirements could prevent crab that has been harvested from being delivered alive, resulting in loss of the related product value, or could prevent crab from being delivered during the regulatory fishing season. This would not only result in communities failing to receive the benefit of the intended crab deliveries, but could also result in waste of Bering Sea and Aleutian Islands crab resources, which would be inconsistent with the Crab Rationalization Program's purposes and National Standard 1 of the Magnuson-Stevens Fishery Conservation and Management Act.

D. Further, in the absence of an exemption to the Regional Landing Requirements, persons harvesting IFQ crab may have incentives to attempt crab deliveries under unsafe or marginally safe conditions, to avoid losing the value of their harvests.

E. The Parties therefore wish to define certain terms and conditions under which a person harvesting crab IFQ may obtain relief from an otherwise applicable Regional Landing Requirement.

AGREEMENT

The Parties agree as follows:

1. Purpose of Agreement. This Agreement defines the general terms and conditions under which an exemption contract may be negotiated and executed among some or all of the Parties and an "Inseason Notice of Exemption" may be filed with NMFS pursuant to 50 CFR 680.4(p)(4)(iii), which, upon filing, will result in NMFS re-designating the Class A IFQ described in the related affidavit and the IPQ with which it is matched as free of any Regional Landing Requirements. This Agreement is entered into to enable the Parties to satisfy the affidavit requirement of 50 CFR 680.4(p)(4)(ii)(B).

2. Eligible Applicants. To be eligible to apply for a regional landing requirement exemption by filing an Inseason Notice of Exemption, a Party must be one of the following, and must have been conducting and be conducting its harvesting and processing operations in a manner consistent with the Fishery Guidelines and Reserve Pool approach (as defined in Section 4, below) then in effect for the Fishery or Fisheries (as defined in Section 2.1, below) for which the exemption is sought, unless the Fishery Guidelines and/or the Reserve Pool Agreement's terms have been waived in accordance with the applicable conditions of Section 5, below:

2.1 IFQ Holders. A person holding regionally designated IFQ for Bristol Bay red King crab ("BBRKC"), Bering Sea snow crab ("BSS"), St. Matthew blue King crab ("SMB"), Eastern Aleutian Islands golden King crab, Western Aleutian Islands red King crab, Pribilof Island blue King crab or Pribilof Island red King crab (each, a "Fishery," and together, the "Fisheries").

2.2 IPQ Holders. A person holding regionally designated IPQ for one or more of the Fisheries.

2.3 Community Representatives.

2.3.1 For communities that hold or formerly held the right of first refusal ("ROFR") pursuant to 50 CFR 680.41(l), the Eligible Crab Community entity, as defined at 50 CFR 680.2.

2.3.2 For North Region SMB crab processor quota shares ("PQS") and North Region BSS PQS that was issued without ~~aa~~ ROFR, the community representatives for the communities of St. Paul and St. George shall be both the Aleutian Pribilof Island Community Development Association ("APICDA") and the Central Bering Sea Fishermen's Association ("CBSFA"), in accordance with 50 CFR 680.4(p)(2)(iii)(B)(2)(i).

3. Fisheries Subject to Agreement. This Agreement establishes the conditions for filing an exemption notice for each of the Fisheries.

4. Actions Taken to Reduce the Need for and Amount of an Exemption. To reduce the need for and amount of a BSS Regional Landing Requirement exemption, the Parties shall adopt annual fishery operational guidelines per Section 4.1, below (the "Fishery Guidelines") and shall operate under the reserve pool approach described in Section 4.2, below (the "Reserve Pool"). The actions taken to reduce the need for and amount of a Regional Landing Requirement exemption for the crab Fisheries other than the BSS Fisheries shall be developed by the Coordinating Committee (as defined in Section 7, below) from time to time.

4.1 Fishery Guidelines. The Parties holding North region BSS IFQ and IPQ will develop proposed Fishery Guidelines for the BSS Fishery, and will submit them to the Coordinating Committee for review and approval. The Fishery Guidelines will provide general guidance concerning the delivery period for the North region of the BSS Fishery and the types and amounts of harvesting and processing capacity to be employed in the North region of the BSS Fishery, which, absent circumstances outside of the Fishery participants' control, should enable the Fishery to be conducted without a Regional Landing Requirement

exemption being necessary. The Fishery Guidelines will be consistent with the delivery periods and harvesting and processing capacity employed during the ~~2012~~-2013-2014 through ~~2016~~-2017-2018 seasons of the BSS Fishery, as adjusted to take into account the total allowable catch ("TAC") for the ~~2017~~-2018-2019 BSS Fishery and ~~2017~~-2018-2019 BSS market factors.

4.2 Reserve Pool. The Reserve Pool approach set forth in this Section 4.2 establishes a procedure under which North region BSS deliveries are scheduled and made on a basis that reduces the risk that North region ice conditions cause BSS IFQ and IPQ to be stranded, and certain amounts of South Region IFQ and IPQ are reserved to cover frustrated North region deliveries, as set forth below.

4.2.1 As long as the risks associated with delivering in the North region remain acceptable (as determined by vessel masters), on an IPQ holder by IPQ holder basis, reserve pool participants will give North region deliveries priority over South region deliveries.

4.2.2 If the risks associated with delivering in the North region become unacceptable (as determined by vessel masters), South region IFQ will be used first to cover any frustrated North region deliveries, and then used as follows:

4.2.2.1 Immediately following the suspension of North Region deliveries due to adverse conditions, on an IPQ holder by IPQ holder basis, the affected IFQ holder(s) will assign South region IFQ in amounts approximating the remaining balance to be delivered to that IPQ holder (or on its account) in the North region to a "reserve pool." When all South region IFQ in excess of an IPQ holder's share of the reserve pool has been delivered, if the North region is still closed to deliveries, the affected IFQ holder(s) and each IPQ holder with whom they are matched may, by mutual agreement, either (i) use such IPQ holder's share of the South region reserve pool until it has been exhausted or the North region has been re-opened for deliveries, and/or (ii) initiate a request for a Regional Landing

Requirement exemption in accordance with Section 5, below, and if it is approved, may deliver North region designated IFQ to the South region for processing.

4.2.2.2 If the North region re-opens during the BSS season, such that there is a reasonable likelihood of delivering a substantial amount of IFQ in the North region prior to season closure, the IFQ holder(s) with remaining North region IFQ will (in consultation with North region IPQ holders) prioritize North region deliveries over South region deliveries. If IFQ holder(s) and an IPQ holder with whom the IFQ holder(s) are matched have been delivering North region IFQ in the South region under an exemption pending such re-opening, they may initiate compensatory landings in the North region.

4.2.2.3 If at any point in time a North region IPQ holder and the North region IFQ holder(s) with whom it is matched conclude in their reasonable discretion that it will not be feasible to make additional landings in the North region in the same crab fishing season, then any remaining balance of such IPQ holder's and IFQ holder(s)' compensatory landing obligation will roll over to the following year.

5. Inseason Notice of Exemption Procedure. One or more share-matched IFQ holder(s) and IPQ holder(s) may initiate the request for a Regional Landing Requirement exemption. The determination whether any specific set of circumstances justifies filing an Inseason Notice of Exemption shall be made by the authorized representatives of the "Affected Parties." For purposes of this Agreement, "Affected Parties" shall mean (i) the community or communities to which the exempted crab would normally be delivered under the regional landing requirements; (ii) the community or communities from which compensatory deliveries would originate; (iii) the IFQ holder(s) whose IFQ would be exempted from otherwise applicable regional landing requirements; and (iv) the IPQ holder(s) whose IPQ would be exempted from otherwise applicable regional landing requirements. No Inseason Notice of Exemption may be filed without the approval of all Affected Parties.

An Inseason Notice of Exemption may not be filed unless and until the Affected Parties determine that each of the following conditions is satisfied or (if permissible) is waived by all Affected Parties.

5.1 Circumstances outside of the Parties' control have resulted in essential crab processing capacity within a designated region becoming inaccessible or unavailable such that there is a risk that the affected IFQ holder(s) will not be able to land all regionally designated crab in such region prior to the end of the crab fishing season.

5.2 If a Regional Landing Requirement exemption is requested for the BSS Fishery, the Fishery Guidelines referenced in Section 4.1, above have been approved by the Coordinating Committee, and the IFQ holder(s) and IPQ holder(s) requesting an exemption have conducted and are conducting their harvesting and processing operations in a manner consistent with such Fishery Guidelines and the Reserve Pool approach described in Section 4.2, above. If a Regional Landing Requirement exemption is requested for a Fishery other than the BSS Fishery, the actions taken to reduce the need for and amount of a Regional Landing Requirement exemption for the Fishery at issue shall be those developed by the Coordinating Committee from time to time, if any.

5.3 The Affected Parties on a processor/IPQ holder by processor/IPQ holder basis have entered into an exemption contract on a processor/IPQ holder by processor/IPQ holder basis that:

5.3.1 Identifies the IFQ amount and IPQ amount, by Fishery, that is subject to the exemption contract;

5.3.2 Describes the circumstances under which the exemption is being exercised;

5.3.3 Specifies the action that the Parties must take to mitigate the effects of the exemption;

5.3.4 Specifies the compensation, if any, that any Party must make to any other Party; and

5.3.5 Specifies any arrangements for compensatory deliveries in that crab fishing year or the following fishing year.

5.4 The Affected Parties may waive one or more of the conditions set forth in Sections 5.1 and 5.2 for good cause shown. If a Party is seeking a waiver of one or more ~~of~~ such conditions because it was prevented from satisfying such condition(s) by circumstances outside of its control, such Party must have notified the Affected Parties of such circumstances within ten (10) days of their occurrence. The Affected Parties may not waive the exemption contract requirement set forth in Section 5.3.

6. Mitigating the Effects of an Exemption. The Parties shall take the following actions to mitigate the effects of a Regional Landing Requirement exemption.

6.1 In connection with circumstances involving a BSS Regional Landing Requirement exemption for up to five (5) million pounds of crab, the IFQ and IPQ holders shall make compensatory landings, which for IPQ holders shall be calculated on a processor/IPQ holder by processor/IPQ holder basis by a qualified independent third-party data collector which will yield a ratio of regionally designated shares for each processor/IPQ holder (regional ratio), in an amount equal, so long as each processor/IPQ holder has the opportunity to seek a portion of the exemption up to its regional ratio, to the amount of crab delivered outside of its originally designated region. Such compensatory landings shall be made during the same crab fishing year that the exemption was obtained and used, or during the following crab fishing year.

6.2 In connection with events involving a BSS Regional Landing Requirement exemption for five (5) million or more pounds of crab, the type and amount of compensation shall be negotiated as part of each individual exemption contract. The

compensation may include, but is not limited to, compensatory landings and monetary relief.

6.3 The Coordinating Committee may amend the BSS thresholds set forth in Sections 6.1 and 6.2, above, in particular based on the changing size of the TAC, and may adopt compensation thresholds for other Fisheries from time to time.

7. Coordinating Committee. On or before October 15, ~~2017~~2018, the Parties shall form a "Coordinating Committee," composed of the Parties or their designees, which shall, before the start of the BSS Fishery: (i) approve the BSS Fishery Guidelines per Section 4.1, above; and (ii) amend the thresholds set forth in Sections 6.2 and 6.3, above, as needed; and may, from time to time: (i) specify the actions to be taken by IFQ and IPQ holders to reduce the need for and amount of a Regional Landing Requirement exemption for one or more of the Fisheries other than the BSS Fishery, and (ii) develop compensation thresholds for Fisheries other than the BSS Fishery. Decisions of the Coordinating Committee at any given meeting shall require the consent of all Coordinating Committee members present either in person or on the telephone conference line. The Coordinating Committee may appoint Fishery subcommittees from time to time, and may delegate its authority to such sub-committee(s) as it deems appropriate.

8. Season Extension. If the re-opening of the North region is delayed such that a season closure could prevent additional landings from being made in the North region in the same crab fishing season, the Affected Parties may seek a season extension from the Alaska Department of Fish and Game if the extension could make it feasible to deliver a substantial amount of IFQ in the North region prior to the extended season's closure. A decision to seek a season extension shall require the consent of all Affected Parties.

9. Reporting Requirements. Each IFQ holder that is a party to this Agreement shall prepare a "Regional Delivery Exemption Report" (the "Report") as required under the Crab Rationalization Program regulations. Each IFQ holder shall deliver a copy of its Report to the IPQ holders and community representatives who are party to this Agreement on or

before July 15, ~~2018~~2019, and shall deliver a copy of its Report to NMFS on or before July 30, ~~2018~~2019, but no Report shall be submitted to NMFS less than fifteen (15) days after it was delivered to the IPQ holders and community representatives. The Report shall contain all information required by the Crab Rationalization Program regulations, including but not limited to explanations of:

- 9.1 The amount of IFQ, if any, set aside to reduce the need for, and the amount of, an exemption;
- 9.2 The mitigation measures employed before submitting an Inseason Notice;
- 9.3 The number of times an exemption was requested and used;
- 9.4 The arrangements for any compensatory deliveries, including all compensatory deliveries made during the crab fishing year and any outstanding compensatory delivery obligations for the following crab fishing year;
- 9.5 Whether the exemption was necessary; and
- 9.6 Any impacts resulting from the exemption on fishery participants and communities that signed the preseason application.

10. Term and Termination. This Agreement shall take effect as of the date set forth above and shall expire as of midnight, June 30, ~~2018~~2019.

11. Miscellaneous.

11.1 No amendment to this Agreement shall be effective against a Party hereto unless in writing and duly executed by such Party. The Parties agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing Regional Landing Requirement relief.

11.2 This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Alaska.

11.3 This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by electronic transmission shall have the same effect as delivering a signed original.

11.4 The Parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.

11.5 All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed electronic transmission to the recipient. **Each Party agrees to provide all other Parties with the name, postal address, email address and fax number of its representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.**

11.6 In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

EXECUTED as of the date set forth above.

Community Representatives

CENTRAL BERING SEA FISHERMEN'S ASSOCIATION	UNALASKA CRAB, INC.
By: _____	By: _____
Its: _____	Its: _____

ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION By: _____ Its: _____	KODIAK FISHERIES DEVELOPMENT ASSOCIATION By: _____ Its: _____
--	--

Community Representatives for Non-ROFR IPQ

CENTRAL BERING SEA FISHERMEN'S ASSOCIATION By: _____ Its: _____	ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION By: _____ Its: _____
--	--

IPQ Holders

57 DEGREES NORTH, LLC By: _____ Its: _____	ALYESKA SEAFOODS, INC. By: _____ Its: _____
APICDA JOINT VENTURES, INC. By: _____ Its: _____	NORQUEST SEAFOODS, INC. By: _____ Its: _____

REDLINE - DO NOT SIGN

IPQ Holders Continued

PETER PAN SEAFOODS, INC. By: _____ Its: _____	QUOTA SHARE LEASING, LLC By: _____ Its: _____
RAS II, LLC By: _____ Its: _____	ROYAL ALEUTIAN SEAFOODS, INC. By: _____ Its: _____
TRIDENT SEAFOODS CORPORATION By: _____ Its: _____	WESTWARD SEAFOODS, INC. By: _____ Its: _____

IFQ Holders

ALEUTIAN ISLANDS COOPERATIVE By: _____ Its: _____	CPH ASSOCIATION By: _____ Its: _____
DOG BOAT COOPERATIVE By: _____	INTER-COOPERATIVE EXCHANGE By: _____

Its: _____	Its: _____
R&B COOPERATIVE	TRIDENT AFFILIATED CRAB HARVESTING CORPORATION
By: _____	By: _____
Its: _____	Its: _____

REDLINE - DO NOT SIGN

SIGNATORIES TO 2018-2019 FRAMEWORK AGREEMENT

As of September 4, 2018

Community Representatives

<i>Framework Agreement Party</i>	<i>Signed Agreement</i>	<i>Signed Exemption Application</i>	<i>Designated Representative</i>
Central Bering Sea Fishermen's Association			Heather McCarty
Unalaska Crab, Inc.			Frank Kelty ¹
Aleutian Pribilof Island Community Development Association			Angel Drobnica ²
Kodiak Fisheries Development Association			Jerry Bongen ³

IPQ Holders

<i>Framework Agreement Party</i>	<i>Signed Agreement</i>	<i>Signed Exemption Application</i>	<i>Designated Representative</i>
57 Degrees North, LLC			Ray Melovidov
Alyeska Seafoods, Inc.			Sinclair Wilt
APICDA Joint Ventures, Inc.			Angel Drobnica ⁴
Norquest Seafoods, Inc.			Joe Plesha
Peter Pan Seafoods, Inc.			Dale Schwarzmiller ⁵
Quota Share Leasing, LLC			Steven K. Minor
RAS II, LLC			Kristian Poulsen ⁶
Royal Aleutian Seafoods, Inc.			Brett Reasor
Trident Seafoods Corporation			Joe Plesha ⁷
Westward Seafoods, Inc.			Sinclair Wilt

¹ With a copy to Frank Kelty at fvkelty@gmail.com, Marjie Veeder at mveeder@ci.unalaska.ak.us, Catherine Hazen at chazen@ci.unalaska.ak.us and Roxanna Winters at rwinters@ci.unalaska.ak.us.

² With a copy to Luke Fanning at lfanning@apicda.com.

³ With a copy to D. McIntosh at Mundt MacGregor L.L.P.

⁴ With a copy to Luke Fanning at lfanning@apicda.com.

⁵ With a copy to Glenn Guffey.

⁶ We have no email address for K. Poulsen; email to Edward Poulsen at edpoulsen@hotmail.com.

⁷ With a copy to Ray Nomura and Stefanie Moreland.

SIGNATORIES TO 2018-2019 FRAMEWORK AGREEMENT

IFQ Holders

<i>Framework Agreement Party</i>	<i>Signed Agreement</i>	<i>Signed Exemption Application</i>	<i>Designated Representative</i>
Aleutian Islands Cooperative			Heidi A. Eriksen-Yocom
CPH Association			Kari Toivola ⁸
Dog Boat Cooperative			Edward Poulsen
Inter-Cooperative Exchange			Jake Jacobsen ⁹
R&B Cooperative			Mary Mezich
Trident Affiliated Crab Harvesting Corporation			Joe Plesha

⁸ With a copy to Brenda Clutter at brenda.clutter@frontier.com.

⁹ With a copy to Jamie Goen at absc.jamie@gmail.com.

Marjorie Veeder

From: Nettie Cornwell <nettie@fisherylaw.net>
Sent: Tuesday, September 18, 2018 12:48 PM
To: 'hdmccarty@gmail.com'; Mayor Kelty; adrobnica@apicda.com; Jerry Bongen; Ray Melovidov; sinclair.wilt@westwardseafoods.com; joeplesha@tridentseafoods.com; Dale Schwarzmiller; Steven K Minor; 'Brett.Reasor@unisea.com'; Heidi Eriksen; kktoivola5@gmail.com; edpoulsen@hotmail.com; 'Jake Jacobsen'; 'rmezich@comcast.net'
Cc: Iani, L. John (Perkins Coie; Carlos Mateo Paz-Soldan; 'louielowenberg@gmail.com'; 'chrisa@TridentSeafoods.com'; Ray Nomura; Stefanie Moreland; lfanning@apicda.com; Simeon Swetzof; absc.jamie@gmail.com; craig@craiglowenberg.com; Jim Hennessey; Glenn Guffey; mikes@ppsf.com; Greg Baker; Al Mendoza; Kirk Peterson; SteveW@ppsf.com; Brenda Clutter; fvkelly@gmail.com; Marjorie Veeder; Roxanna Winters; 'dmcintosh@mundtmac.com'; Joe Sullivan
Subject: 2018-2019 Regional Landing Relief - Framework Agreement - Additional Parties

Ladies and Gentlemen,

Please note that the following IPQ and IFQ holders will be additional parties to the Framework Agreement:

- Arctic Sea Holdings LLC
- Blue Dutch, LLC
- Coastal Villages Region Fund
- Coastal Villages Crabbing Cooperative.

We have added these parties to the introductory paragraph and signature pages of the Framework Agreement. Since there are no other changes to the Framework Agreement and the pagination is not affected, we will email you a fully executed version of the Agreement once all signatures have been compiled. Therefore, if you haven't already done so, please sign the documents I sent you on September 4th and email me your signature pages.



Thank you all. Feel free to contact me if you have any questions or concerns about this.
Nettie

Joe Sullivan Law Office PLLC



Antonetta S. Cornwell
Paralegal

PHONE: 206.265.1254
FAX: 206.299.0419
EMAIL: nettie@fisherylaw.net
WEB: fisherylaw.net
ADDRESS: 4005 20th Ave W, Suite 221
Seattle, WA 98199

	<p align="center">Application for Exemption from CR Crab North or South Region Delivery Requirements</p>	<p>U.S. Department of Commerce NOAA Fisheries Service, Alaska Region Restricted Access Management (RAM) Post Office Box 21668 Juneau, Alaska 99802-1668 (800) 304-4846 toll free / 586-7202 in Juneau (907) 586-7354 fax</p> 
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**ALL persons applying for an exemption from regional delivery requirements
must submit both Part I and Part II of this application to receive an exemption.**

PART I – PRESEASON APPLICATION FOR EXEMPTION																			
<p align="center">NMFS must receive the Preseason Application no later than October 15. Submit Part I as a single package with a completed, signed, and dated application from each IFQ Permit Holder, IPQ Permit Holder, and Community Representative that signed the framework agreement.</p>																			
<p align="center">Total number of applicants who have signed the Preseason Application: _____</p>																			
<p align="center">IDENTIFY EACH APPLICANT Duplicate this form as needed for each applicant. If this application is completed by an authorized representative, attach documentation.</p>																			
1. Print Name of Applicant	2. NMFS Person ID																		
<p>3. Indicate Type of Applicant (select only one):</p> <p><input type="checkbox"/> IFQ Permit Holder <input type="checkbox"/> IPQ Permit Holder <input type="checkbox"/> Community Representative</p>																			
<p>4. Identify the CR crab fishery, IFQ amount, and IPQ amount subject to the framework agreement:</p> <table border="0"> <tr> <td><input type="checkbox"/> Bering Sea snow crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Bristol Bay red king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Pribilof red king and blue king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> St. Matthew blue king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Western Aleutian Islands red king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> <tr> <td><input type="checkbox"/> Eastern Aleutian Islands golden king crab</td> <td>Total Amount of IFQ _____</td> <td>Total Amount of IPQ _____</td> </tr> </table>		<input type="checkbox"/> Bering Sea snow crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Bristol Bay red king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Pribilof red king and blue king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> St. Matthew blue king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Western Aleutian Islands red king crab	Total Amount of IFQ _____	Total Amount of IPQ _____	<input type="checkbox"/> Eastern Aleutian Islands golden king crab	Total Amount of IFQ _____	Total Amount of IPQ _____
<input type="checkbox"/> Bering Sea snow crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
<input type="checkbox"/> Bristol Bay red king crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
<input type="checkbox"/> Pribilof red king and blue king crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
<input type="checkbox"/> St. Matthew blue king crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
<input type="checkbox"/> Western Aleutian Islands red king crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
<input type="checkbox"/> Eastern Aleutian Islands golden king crab	Total Amount of IFQ _____	Total Amount of IPQ _____																	
<p align="center">AFFIDAVIT</p>																			
<p>Under penalty of perjury, I certify and affirm that—</p> <p><input type="checkbox"/> I have signed a Framework Agreement that specifies all elements required at 50 CFR 680.4(p)(4)(ii)(B).</p> <p><input type="checkbox"/> I have examined the information and the claims provided on this application and, to the best of my knowledge and belief, the information and claims presented here are true, correct, and complete.</p>																			
5. Signature of Applicant	6. Date Signed																		

<p style="text-align: center;">Instructions for APPLICATION FOR EXEMPTION FROM CR CRAB NORTH OR SOUTH REGIONAL DELIVERY REQUIREMENTS</p>

This two-part application form is available on the NMFS Alaska region website
(<http://alaskafisheries.noaa.gov/>).

Each IFQ Permit Holder, IPQ Permit Holder, and Community Representative must complete, sign, and submit Parts I and II of this application in order for the exemption to be effective.

The effective date of the exemption is the day after NMFS receives a complete inseason notice of exemption. NMFS prohibits any delivery of individual fishing quota (IFQ) crab or use of individual processing quota (IPQ) outside of the designated region prior to the effective date of the exemption.

An exemption from regional delivery requirements would be valid for the remainder of the crab fishing season during which the inseason notice of exemption was submitted to NMFS. If the inseason notice of exemption specifies that compensated deliveries will occur in the following crab fishing year, the exemption will remain in effect for the specified IFQ and IPQ in the following crab fishing year.

Federal regulations require that crab harvested with IFQ designated for delivery to a processor in either the North Region or South Region, must be delivered in that region. Likewise crab purchased with IPQ designated for processing in either the North Region or South Region, must be processed in that region.

This application is for IFQ holders and IPQ holders to request an exemption from these regional delivery requirements for the Bristol Bay red king crab, Bering Sea snow crab, Saint Matthew Island blue king crab, Eastern Aleutian Islands golden king crab, Western Aleutian Islands red king crab, or Pribilof Islands red and blue king crab fisheries. An exemption would mitigate safety risks and economic hardships that arise out of events that prevent compliance with the regional delivery requirements.

Eligible applicants are provided in the table below. Multiple parties may apply for an exemption; however, a minimum of one Class A IFQ holder, one IPQ holder, and one community representative are required for each application.

IFQ holders	Any person holding regionally designated IFQ for Bristol Bay red king crab, Bering Sea snow crab, Saint Matthew Island blue king crab, Eastern Aleutian Islands golden king crab, Western Aleutian Islands red king crab, or Pribilof Islands red and blue king crab, or their authorized representative.
IPQ holders	Any person holding IPQ matched to regionally designated IFQ for Bristol Bay red king crab, Bering Sea snow crab, Saint Matthew Island blue king crab, Eastern Aleutian Islands golden king crab, Western Aleutian Islands red king crab, or Pribilof Islands red and blue king crab, or their authorized representative.
Community representative	For communities that hold or formerly held the right of first refusal (ROFR), the community representative is the ECC entity, as defined at § 680.2. For the Bering Sea snow crab and Saint Matthew Island blue king crab PQS issued without a ROFR, the community representative for Saint Paul and Saint George shall be either: (1) the community representative that the Aleutian Pribilof Islands Community Development Association and the Central Bering Sea Fishermen's Association designate in writing to NMFS, or (2) both Aleutian Pribilof Islands Community Development Association and the Central Bering Sea Fishermen's Association.

Submit the completed Preseason Application for Exemption and Inseason Notice of Exemption to NMFS using any one of the following methods:

- ♦ Mail: NMFS Regional Administrator,
c/o Restricted Access Management Program
P.O. Box 21668
Juneau, AK 99802-1668; or
- ♦ Fax: 907-586-7354; or
- ♦ Hand delivery or carrier: NMFS
Room 713, 709 West 9th Street
Juneau, AK 99801

COMPLETING THE APPLICATION

When submitted, Part I and Part II must include, as part of a single package, a completed signed and dated application from each IFQ Permit Holder, IPQ Permit Holder, and Community Representative that signed the framework agreement and the exemption contract.

PART I -- PRESEASON APPLICATION FOR EXEMPTION

Part I of the Application for Exemption from CR Crab North or South Region Delivery Requirements must be received by NMFS on or before **October 15** of the crab fishing year.

All applicants must enter into a **Framework Agreement** that implements terms under which an exemption would be exercised.

Each IFQ Permit Holder, IPQ Permit Holder, and Community Representative that signs the Framework Agreement must complete and sign Part I of this application.

- ♦ Indicate total number of applicants who have signed this Preseason Application.

IDENTIFY APPLICANT

- 1-2. Print Name and NMFS Person ID of Applicant. If this application is completed by an authorized representative, attach documentation.
3. Indicate Type of Applicant: IFQ Permit Holder, IPQ Permit Holder, or a Community Representative. Select only one per application.

AFFIDAVIT

Affirm by checking the box that, under penalty of perjury, you have signed a **Framework Agreement** that specifies all elements required at § 680.4(p)(4)(ii)(B). The **Framework Agreement** must specify

- ♦ The actions that the parties will take to reduce the need for an exemption and, if an exemption is needed, to reduce the amount of IFQ and IPQ that is subject to an exemption.
- ♦ The circumstances under which the parties would execute an exemption contract and receive an exemption.

- ◆ The actions that the parties would take to mitigate the effects of an exemption.
- ◆ The compensation, if any, that any party would provide to any other party.
- ◆ Any arrangements for compensated deliveries in that crab fishing year or the following crab fishing year.

Affirm by checking the box that, under penalty of perjury, you have examined the information and the claims provided on this application and, to the best of your knowledge and belief, the information presented here is true, correct, and complete.

5-6. Sign and date the form.

PART II -- INSEASON NOTICE OF EXEMPTION

The inseason notice is required if the applicants that signed the preseason application want an exemption from regional delivery requirements during the fishing season. Applicants submit the inseason notice to NMFS prior to the day that the exemption is being sought. The exemption will allow regionally designated CR crab to be landed outside of the designated region.

IDENTIFY APPLICANT

- 1-2. Print Name and NMFS Person ID of Applicant. If this application is completed by an authorized representative, attach documentation.
3. Indicate Type of Applicant: IFQ Permit Holder, IPQ Permit Holder, or a Community Representative. Select only one per application.
4. Identify the CR crab fishery, IFQ amount, and IPQ amount for which the exemption is requested. Select one or more of the listed CR crab fisheries. NMFS will only exempt the IFQ and IPQ specified on the **inseason notice** from the regional delivery requirements.

AFFIDAVIT

Affirm by checking the box that, under penalty of perjury, you have signed an **Exemption Contract** that specifies all elements required at § 680.4(p)(4)(iii)(B). The **Exemption Contract** specifies the terms under which an exemption would be exercised. The **Exemption Contract** must specify

- ◆ The circumstances under which the exemption is being requested.
- ◆ The action that the parties must take to mitigate the effects of the exemption.
- ◆ The compensation, if any, that any party must make to any other party.
- ◆ Any arrangements for compensated deliveries in that crab fishing year or the following crab fishing year.

Affirm by checking the box that, under penalty of perjury, you have examined the information and the claims provided on this application and, to the best of your knowledge and belief, the information presented here is true, correct, and complete.

5-6. Sign and date the form.

PUBLIC REPORTING BURDEN STATEMENT

Public reporting burden for this collection of information is estimated to average 20 hours per response, including the time for reviewing the instructions, searching the existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden estimate or any other aspect of this collection of information, to Assistant Regional Administrator, Sustainable Fisheries Division, NOAA Fisheries Service, National Marine Fisheries Service, Alaska Region, P.O. Box 21668, Juneau, AK 99802-1668.

ADDITIONAL INFORMATION

Before completing this form, please note the following: 1) Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number; 2) This information is mandatory and is required to manage commercial fishing efforts under 50 CFR part 680, under section 402(a) of the Magnuson-Stevens Act (16 U.S.C. 1801, *et seq.*) and under 16 U.S.C. 1862(j); 3). Responses to this information request are not confidential.

UNALASKA CITY COUNCIL

Unalaska, Alaska

Regular Meeting
Tuesday, September 11, 2018
6:00 p.m.

MINUTES

Unalaska City Hall
Council Chambers
43 Raven Way

1. Call to order. The regular meeting of the Unalaska City Council came to order at 6:01pm, on September 11, 2018, in the Unalaska City council chambers.
2. Roll call

Present:
Frank Kelty, Mayor
Dennis Robinson, Vice Mayor
James Fitch
Alejandro Tungul
David Gregory
Shari Coleman

Absent:
Roger Rowland (Excused)
3. Pledge of Allegiance. Following a moment of silence in remembrance of 9/11, Mayor Kelty led the Pledge of Allegiance.
4. Recognition of visitors
 - Evan Rose, CEO, Alaska Permanent Fund Capital Management
 - William Lierman, Chief Investment Officer, Fixed Income
 - Bryce Edgmon, Speaker of the House of Representatives, State of Alaska
 - Attorney for Ounalashka Corporation
 - Rick Miller
 - Chris Salts
5. Adoption of agenda. Agenda adopted by consensus without objection.
6. Awards / Presentation - None
7. Approve minutes of previous meeting: August 28, 2018
Robinson made a motion to adopt August 28, 2018 meeting minutes; Fitch seconded.
Motion passed by consensus.
8. Report: City Manager
9. Community Input / Announcements
 - PCR
Basketball Season – need coaches
Silver Salmon Derby
Friendship Cup
 - Army Corp. of Engineers in Unalaska - October 2-3, 2018
 - Energy Audits Available – SWAMC
 - 2018 Absentee Voting for General Municipal Election begins September 12, 2018
 - Bryce Edgmon, Legislative Update
10. Public testimony on agenda items

11. Work session

Coleman made a motion to adjourn to Work Session; Robinson seconded.
Motion passed by consensus.

- a. Presentation: Alaska Permanent Fund Capital Management

12. Regular agenda

Robinson made a motion to adjourn to Regular Session; Fitch seconded.
Motion passed by consensus.

- a. New Business

- i. Resolution 2018-55: A Resolution of the Unalaska City Council appointing Judges and Clerks for the regular municipal election on October 2, 2018 and Judges to serve on the Canvass Committee

Fitch made a motion to adopt Resolution 2018-55; Tungul seconded.
Roll Call Vote: Fitch – yes; Coleman – yes; Rowland – yes; Robinson – yes;
Tungul – yes; Gregory – yes.
Motion passed 5-0.

- ii. Travel Approval: Approve Mayor and Council Member travel to the NPFMC meeting in Anchorage, October 1-9, 2018

Robinson made a motion to approve travel for Mayor to attend the NPFMC meeting in Anchorage, October 1-9, 2018; Gregory seconded.
Motion passed by consensus.

- iii. Ordinance 2018-10: Creating Budget Amendment #2 to the Fiscal Year 2019 Budget, increasing the operating budget of the Electric Fund by \$309,912 to fund the addition of two additional full-time positions, and increasing the operating budget of the Solid Waste Fund by \$124,686 to fund the addition of one additional full time position

Robinson made a motion to move Ordinance 2018-10 to Second Reading and Public Hearing on September 25, 2018; Gregory seconded.
Roll Call Vote: Robinson – yes; Tungul – yes; Gregory – yes; Fitch – yes; Coleman – yes.
Motion passed 5-0.

13. Council Directives to City Manager - None

14. Community Input / Announcements

- Unalaska Fish and Game Advisory Meeting – September 12, 2018 at 3:00pm
- UCSD Swim Meet last Saturday
- PCR Softball League

15. Adjournment

Fitch made a motion to adjourn; Tungul seconded
Motion passed by consensus.
Meeting adjourned at 7:12pm

Marjie Veeder
City Clerk

TO: Mayor and Council
FROM: Thomas Thomas, City Manager
SUBJECT: City Manager's Report
DATE: September 25, 2018

The Legislative Delegation had meetings with Senator Sullivan, Senator Murkowski, Congressman Young's staff and other Federal Agencies during a visit to Washington, D.C. from September 17th thru September 19th. The following is a summary of the meetings.

Fiber Optic Cable

There is an impasse in the discussions between GCI and the FCC on Rural Health Care Program subsidies. GCI does not want to commit to a major new investment until there is certainty with respect to subsidy rates and future payments. The Legislative Delegation all shared their concerns over the current situation. Senator Sullivan has put a hold on a pending FCC Commissioner nominee until he receives a firm commitment on resolving the Rural Health Care subsidy issue. The timing of a final resolution remains unclear.

Peninsula Airways Bankruptcy

The Legislative Delegation discussed the need to have safeguards in place to guarantee air service to Unalaska. US DOT officials said that Alaska Airlines is the official Essential Air Service carrier for Unalaska, with PenAir providing subcontract service as the operator. We were assured by the Congressional Delegation that they would reach out to Alaska Airlines if the bankruptcy proceedings disrupt service.

Captains Bay Road Improvements

The Legislative Delegation expressed the hope that federal funds might be forthcoming for this important project. Senator Sullivan recommended that we press the State hard to get the project on the State Transportation Improvement Program list so that the project would be eligible for federal funds passed through from the State. Sullivan's staff recommended that we consider applying for a BUILD Act grant next year. The Trump Administration has set aside 25% of the grant funds for rural projects. Both Senator Murkowski and Congressman Young's staff said an effort would be made next year to restore congressional earmarks, which also could be a source of funding for Captain's Bay Road.

Unalaska Entrance Channel Dredging

The Legislative Delegation was brought up to speed on the status of the Army Corps' study of the Unalaska entrance channel. The Delegation is waiting on the final Chief of Engineers report and will pursue a congressional authorization and appropriation for the project if requested to do so by the Unalaska City Council next year. Preliminarily, the State Army Corps' study rough cost estimates indicates between \$15 to \$28M depending on dredging depth, blasting, work window restrictions and environmental constraints.

Fishery Surveys

The Legislative Delegation requested an investigation into rumors that NOAA may drop one of the fishery surveys in the Bering Sea or Gulf of Alaska due to budget concerns. Senator Murkowski's fishery staffer tracked down the source of the rumor to a presentation made by NMFS staff in a Statistical and Science Committee meeting of the North Pacific Council. We used this information in our meeting with

NMFS Chief Chris Oliver to press him to push back on this proposed budget cut. The Alaska Delegation agrees with Unalaska and will oppose dropping any of the surveys.

Wind Energy Project

The Legislative Delegation brought Senator Sullivan, Senator Murkowski and Congressman Young's staff up to date on the City's recent contract to do a wind study to determine the feasibility of using wind power to supplement energy production on the Island. The three MET Towers are on island and being scheduled to be installed.

Environmental Remediation

The Legislative Delegation briefed Senator Sullivan, Senator Murkowski and Congressman Young's staff on the tremendous problems continuing to plague the City and private landowners from environmental pollution caused by the U.S. Military during World War II. We learned of a proposal to authorize the Army Corps to contract with landowners to engage in their own cleanup of DOD environmental remediation sites. The Alaska Congressional Delegation is also reviewing a concept to create a mitigation banking system where developers can pay for environmental remediation as compensation for regulatory approval of a development project. The congressional offices agreed to work with the City on these proposals going forward.

CITY OF UNALASKA
UNALASKA, ALASKA

ORDINANCE NO. 2018-10

CREATING BUDGET AMENDMENT #2 TO THE FISCAL YEAR 2019 BUDGET, INCREASING THE OPERATING BUDGET OF THE ELECTRIC FUND BY \$309,912 TO FUND THE ADDITION OF TWO ADDITIONAL FULL-TIME POSITIONS , AND INCREASING THE OPERATING BUDGET OF THE SOLID WASTE FUND BY \$124,686 TO FUND THE ADDITION OF ONE ADDITIONAL FULL TIME POSITION

BE IT ENACTED BY THE UNALASKA CITY COUNCIL

Section 1. Classification: This is a non-code ordinance.
Section 2. Effective Date: This ordinance becomes effective upon adoption.
Section 3. Content: The City of Unalaska FY19 Budget is amended as follows:

- A. That the following sums of money are hereby accepted and the following sums of money are hereby authorized for expenditure.
- B. The following are the changes by account line item:

Amendment No. 2 to Ordinance #2018-04

	Current	Requested	Revised
I. OPERATING BUDGETS			
A. Proprietary Funds			
Sources			
Electric Enterprise Fund - Budgeted use of unrestricted net assets	\$ -	\$ 309,912	\$ 309,912
Solid Waste Enterprise Fund - Budgeted use of unrestricted net asset	\$ 1,143,578	\$ 124,686	\$ 1,268,264
Uses			
Electric Enterprise Fund - Power Production Expenses	\$ 10,099,271	\$ 234,279	\$ 10,333,550
Electric Enterprise Fund - Power Distribution Expenses	\$ 1,316,840	\$ 75,633	\$ 1,392,473
Solid Waste Enterprise Fund Expenses	\$ 2,009,529	\$ 124,686	\$ 2,134,215

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 25, 2018.

Frank Kelty
Mayor

ATTEST:

Marjie Veeder
City Clerk

City of Unalaska

Summary of Budget Amendment and Schedule of Proposed Accounts

FY19 Budget Amendment 2

- 1) Electric Fund - Operating Budget
 - Add \$141,838 to Salaries & Wages and related payroll tax, insurance and employee benefit costs for an additional Powerhouse Operator I
 - Add \$168,074 to Salaries & Wages and related payroll tax, insurance and employee benefit costs for an additional Electrical Engineering Technician
- 2) Solid Waste Fund - Operating Budget
 - Add \$124,686 to Salaries & Wages and related payroll tax, insurance and employee benefit costs for an additional Solid Waste Operator I

	<u>Org</u>	<u>Object</u>	<u>Project</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
1) <u>Electric Fund - Operating Budget</u>						
Sources:						
Budgeted use of unrestricted net assets	50015049	49910		-	309,912.00	309,912.00
Uses:						
<i>Power Production:</i>						
Salaries and Wages	50024151	51100		642,542.00	117,257.00	759,799.00
Overtime	50024151	51300		70,781.00	17,281.00	88,062.00
Health Insurance Benefit	50024151	52100		224,786.00	46,148.00	270,934.00
FICA & Medicare Employer Match	50024151	52200		54,569.00	10,291.00	64,860.00
PERS Employer Contribution	50024151	52300		193,977.00	36,463.00	230,440.00
Unemployment Insurance	50024151	52400		2,982.00	612.00	3,594.00
Workers Compensation	50024151	52500		25,751.39	5,361.00	31,112.39
Other Employee Benefits	50024151	52900		4,213.00	865.00	5,078.00
<i>Line Repair and Maintenance:</i>						
Salaries and Wages	50024251	51100		489,200.00	40,473.00	529,673.00
Overtime	50024251	51300		51,219.00	4,219.00	55,438.00
Health Insurance Benefit	50024251	52100		162,263.00	13,397.00	175,660.00
FICA & Medicare Employer Match	50024251	52200		41,342.00	3,419.00	44,761.00
PERS Employer Contribution	50024251	52300		148,497.00	12,140.00	160,637.00
Unemployment Insurance	50024251	52400		2,153.00	178.00	2,331.00
Workers Compensation	50024251	52500		20,174.84	1,557.00	21,731.84
Other Employee Benefits	50024251	52900		3,041.00	251.00	3,292.00
2) <u>Solid Waste Fund - Operating Budget</u>						
Sources:						
Budgeted use of unrestricted net assets	53016549	49910		1,143,578.00	124,686.00	1,268,264.00
Uses:						
Salaries and Wages	53024751	51100		393,190.00	55,684.00	448,874.00
Overtime	53024751	51300		60,000.00	12,000.00	72,000.00
Health Insurance Benefit	53024751	52100		148,865.00	29,773.00	178,638.00
FICA & Medicare Employer Match	53024751	52200		36,741.00	5,178.00	41,919.00
PERS Employer Contribution	53024751	52300		122,232.00	18,254.00	140,486.00
Unemployment Insurance	53024751	52400		2,246.00	395.00	2,641.00
Workers Compensation	53024751	52500		17,063.22	2,844.00	19,907.22
Other Employee Benefits	53024751	52900		3,250.00	558.00	3,808.00

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: DAN WINTERS, DIRECTOR OF PUBLIC UTILITIES
THRU: THOMAS THOMAS, CITY MANAGER
DATE: SEPTEMBER 7, 2018
RE: ORDINANCE NO. 2018-10– BUDGET AMENDMENT ADDING TWO FULL TIME PERMANENT POSITIONS TO THE EMPLOYEE ROSTER OF THE POWER PRODUCTION DIVISION OF THE DEPARTMENT OF PUBLIC UTILITIES AND TO FUND THE ADDITIONAL POSITIONS IN THE FY2019 OPERATING BUDGET IN THE AMOUNT OF \$309,912

SUMMARY: Through this Ordinance, Staff requests funding for two additional full time permanent positions in the Power Production Division of Department of Public Utilities. The total estimated cost to add one Power Plant Operator 1 position and one Electrical Engineer Technician position for FY2019 is approximately \$309,912.

PREVIOUS COUNCIL ACTION: Council approved the FY 2019 Operating Budget for the Power Production Division of the Department of Public Utilities on May 22, 2018, via Ordinance 2018-04.

Council authorized the following positions in the Power Production Division for FY19:

- 1 - Electrical Engineer Technician
- 1 - Heavy Equipment Mechanic
- 3 - Power Plant Operator 1
- 2 - Power Plant Operator 2
- 1 - Power Plant Operator 3 (This employee serves as the Supervisor for the Power Production Division)

BACKGROUND: The New Powerhouse was installed and commissioned in 2009, adding a new facility to maintain. A new Cat C-280 Gen/Set was installed in 2012, bringing the number of power generating units to four.

Three Organic Rankin Cycle (ORC) waste heat recovery generators were also added to the process in 2012, which are located in the Old Powerhouse.

The burden on operators to maintain compliance with environmental and safety regulations has continued to increase. New permitting requirements added to the seawater cooling

water discharge monitoring, which is also in the Old Powerhouse, have also increased the workload.

Since 2009, annual power production has increased by about 70%; however, no new employees have been added to compensate for the increased work.

The recently completed Electric Utility Master Plan included recommendations to add to the staffing at the Powerhouse for safety, efficiency and morale reasons.

DISCUSSION: The Powerhouse operates 24 hours per day, seven days a week utilizing six operators, not counting the Supervisor. The 24 hours are divided between three, eight hour shifts, and normal work hours for an operator are 40 hours per week or five, eight hour days.

In FY2018, Staff conducted two analysis of the Powerhouse workload. The first analysis focused on the operator's tasks that are performed to run the Powerhouse in a safe and environmental friendly way. Once the tasks were identified, Staff calculated the time it took to complete each task. The data shows that the Operator 3, who is the Powerhouse Supervisor and also performs operator duties, needs 40 hours per week to perform the supervisor duties. Currently, the Supervisor divides his time evenly (50/50) between supervisor duties and operator duties. Due to increased environmental reporting, supply and parts ordering for rebuilds, and supervisor duties pertaining to employees, it is more realistic for the Supervisor to focus more on Supervisor duties than on operating the Plant.

The operator task analysis also shows that 387 weekly man hours are needed to perform the operator tasks in a given week. The Powerhouse has six operators or a total of 240 man hours per five day work week. Operators get two consecutive days off per week and two operators are off at any given time. This reduces the available man hours to 160 hours per five day work week. If an operator takes personal leave, this reduces the available man hours by another 40 hours per week and causes an increase in overtime. According to Staff's analysis, the Powerhouse has a shortage of 2.7 Operators.

Powerhouse Operators are frequently required to work multiple shifts, resulting in fatigue that can affect employee safety; not just their safety, but their coworkers' safety as well. It is often difficult for employees to schedule time away from work, including vacations. When employees are on vacation, call in sick, or the need to attend required training, the work schedule must be adjusted for the remaining employees and generally requires them to work multiple shifts. This becomes especially troublesome when the Operator/Mechanic is gone due to vacation or training. When this happens and a mechanical issue arises, the Supervisor is forced to call in outside help to perform the needed work.

Staff recommends hiring one additional Operator 1 for the Powerhouse. This new Operator 1 position will provide the needed help for operations and also the flexibility to train the new Operator or an existing Operator in mechanical duties.

Staff's second analysis focused on the Electrical Engineer Technician job. The analysis was conducted in the same manner as the operator analysis.

The Electrical Engineer Technician position is critical to plant operations. This position focuses directly on the technical aspects of the power plant, including electrical maintenance, communications and protective relaying as well as provides occasional technical support for the Electric Distribution, Water, Wastewater, and Solid Waste Utilities. The Electrical Engineer Technician is scheduled to work eight hours per day, five days a week.

The data from the analysis shows that it takes 78 hours per work week or 15.6 hours per day to accomplish the needed Electrical Engineer Technician tasks. This equates to two employees working eight hour shifts per day.

Overtime Wages for the Electrical Engineer Technician position have been high, averaging 21% of the total expenses for Salary & Wages. Efforts were made to reduce Overtime Wages due to budgetary constraints, however this policy resulted in delays in completing critical work and some outsourcing of work, adding to the Utility's overall operating expenses.

The Electric Master Plan was completed in FY2018 and confirms Staff's analysis: "Multiple plant operators mentioned to EPS that they often work extra shifts and it is difficult to schedule time away from work. While the reality of this has not been detailed for this report, comments such as this can be indicative of understaffing.

One example of an alternative staffing plan is to hire a mechanic and an electrical technician. These positions would fill some of the voids already mentioned and could also serve as back-up operators in the event of problems or sickness. Additionally, if these additional positions worked the second or third shifts, it would greatly alleviate the hazards of working alone that the operators currently are exposed."

Staff recommends hiring an additional Electrical Engineer Technician in the Power Production Division. This employee will perform the needed electrical work in the Powerhouse under the Powerhouse Supervisor's direction.

ALTERNATIVES: Between the findings of Staff's analysis and the recommendations of the Master Plan, as well as employees working multiple shifts on Overtime and the safety concerns this brings, Staff believes adding two positions is prudent.

FINANCIAL IMPLICATIONS: The estimated cost to fund these 2 positions is \$309,912 including all benefits.

Annual Cost For Powerhouse Operator 1										
Powerhouse Operator 1	Saleries & Wages	Pers	Taxes	Insurance	302 Union	Over Time & Shift Diff	Airfare	AES	Workmans Comp	Total
2080 hrs x \$31.87	\$ 66,289	\$ 21,626	\$ 6,113	\$ 29,773	\$ 558	\$ 12,125	\$ 1,500	\$ 395	\$ 3,459	\$141,838
Annual Cost For Powerhouse Electrical Technitian										
Powerhouse Electrical Tech	Saleries & Wages	Pers	Taxes	Insurance	302 Union	Over Time	Airfare	AES	Workmans Comp	Total
2080 hrs x \$42.52	\$ 88,441	\$ 26,977	\$ 7,597	\$ 29,772	\$ 558	\$ 9,375	\$ 1,500	\$ 395	\$ 3,459	\$168,074

With the approval of the FY2019 Budget, Council authorized 170.17 full time employees (FTE). This included 156 full-time permanent positions (156 FTE), 29 part-time positions (6.67 FTE), 11 temporary or seasonal positions (5.5 FTE), as well as 2 pending and unbudgeted positions (2 FTE).

Through the approval of this Ordinance, and the Ordinance to add one full time employee to the Solid Waste Division, the full time employees (FTE) will increase to 173.17. This includes 159 full-time permanent positions (159 FTE), 29 part-time positions (6.67 FTE), 11 temporary or seasonal positions (5.5 FTE), as well as 2 pending and unbudgeted positions (2 FTE).

LEGAL: N/A.

STAFF RECOMMENDATION: Staff recommends the adoption of Ordinance 2018-10.

PROPOSED MOTION: I approve to adopt Ordinance 2018-10.

CITY MANAGER'S COMMENTS: The City Manager recommends Council approve this ordinance.

MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: DAN WINTERS, DIRECTOR OF PUBLIC UTILITIES
THRU: THOMAS THOMAS, CITY MANAGER
DATE: SEPTEMBER 7, 2018
RE: ORDINANCE NO. 2018-10 – A BUDGET AMENDMENT REQUEST TO ADD TO THE EMPLOYEE ROSTER OF THE SOLID WASTE OPERATIONS DIVISION OF THE DEPARTMENT OF PUBLIC UTILITIES AND TO FUND THE ADDITIONAL FULL TIME PERMANENT EMPLOYEE IN THE FY2019 OPERATING BUDGET OF THE SOLID WASTE DIVISION OF THE DEPARTMENT OF PUBLIC UTILITIES IN THE AMOUNT OF \$124,686

SUMMARY: Through this Ordinance, staff requests the addition of one full-time, permanent employee and \$124,686 in funding for the same in the Solid Waste Division of the Department of Public Utilities. The total estimated cost to add one Solid Waste Operator 1 is calculated at \$124,686 for FY2019.

PREVIOUS COUNCIL ACTION: Council approved the Fiscal Year 2019 Operating Budget for the Solid Waste Division of the Department of Public Utilities on May 22, 2018, via Ordinance 2018-04. Within the Fiscal Year 2019 Budget, Staff increased the number of Solid Waste Operations' full-time permanent employees by one. In doing so, Council has authorized the FY19 budget funding the following positions in the Solid Waste Division:

- 1 – Solid Waste Operator 1 – Temporary/Seasonal at 90 day intervals.
- 2 – Solid Waste Operator 1
- 1 - Solid Waste Operator 2
- 1 - Solid Waste Operator 3
- 1 – Solid Waste Supervisor

BACKGROUND: Since FY1998, the Solid Waste Division has operated with 4 full-time permanent employees and one seasonal temporary employee. Meanwhile, the footprint of the Landfill has grown considerably and regulations governing the acceptance and handling of Solid Waste have significantly increased. Infrastructure, such as the Baler and the Leachate tank and its associated facility, has been constructed at the Landfill while the waste stream has increased in volume and diversity. Crews now operate the baler bagger, tire shredder, wood chipper, and bulb crusher in addition to receiving, processing, baling and

placing garbage into the Cells. In addition, the Composting Project will begin to ramp up this Fiscal Year.

Due to lack of personnel, the management of special waste like the baling of tires has been a low priority while Staff focuses on the core mission of managing incoming waste and insuring the safe operation and the upkeep of the Baler.

Despite these personnel shortages, the Landfill received a score of 99% during its last inspection by ADEC. This is mainly due to the extreme dedication and hard work of the Landfill Supervisor, Mr. William “BJ” Cross, and his staff. I wish to commend Mr. Cross for his service to the Utility and the Community.

In FY2018, the Solid Waste Master Plan was completed, dictating that we add two full time, permanent employees to the Solid Waste Operations Division. It was decided at that time to add one new employee via the FY2019 Operating Budget and reevaluate after one year. However, Council has expressed their desire to adhere to the Master Plan and hire two full-time permanent employees as specified.

DISCUSSION: The Solid Waste Facility operates five days per week, Tuesday through Saturday. The Solid Waste staff work eight hour days or 40 hours per week. Each of the three current long-term staff members is allowed to take up to 30 days of personal leave per year. Due to the low staffing numbers, one person’s personal leave cannot overlap another person’s personal leave by more than one week.

In January of 2018, Staff conducted a job analysis of the Solid Waste Division. The analysis focused on operator tasks required to run the Solid Waste Utility in a safe and environmental friendly way. Once the tasks were identified, Staff calculated the time it took to complete each task. The data from the analysis shows that it takes 52.2 hours per day to accomplish routine daily tasks. This equates to 6.6 personnel at eight hour work days. At the time of the analysis, the Division was staffed with three Operators and one Supervisor, which equates to a shortage of 2.6 employees. At the beginning of this Fiscal Year, one Solid Waste Operator 1 position was added, which increases the number of operators to four. This additional employee decreased the efficiency to an employee shortage of 1.6 persons.

Overtime has steadily increased over the last three fiscal years and a record high was achieved in FY2018 at 616 hours of overtime totaling \$36,516. Consequently, the Landfill crew is under pressure to perform and burnt out from overwork, creating a higher likelihood of accidents and injuries as well as decreasing their quality of life.

The Solid Waste Master Plan was completed in FY21018, which confirms Staff’s analysis. The Master Plan states that: “Solid Waste Division is short staffed. There are significant pumping/piping problems in the incoming and outgoing leachate piping that need to be systematically investigated and addressed. Investigation of these issues is kept on the backburner, and management of special wastes like baling of tires have been postponed to focus on the core mission of managing incoming waste and keeping the baler system

running.” “The tons of waste landfilled since 2000 has increased by over 40 percent. Landfill staff is highly stressed year round and when employees take vacations or on extended sick or injury leave, the stress is even more amplified.”

Through this Ordinance, Staff requests both the addition of one full-time, permanent Solid Waste Operator 1 position to the employee roster for Solid Waste Operations and the necessary funding of \$124,686 for the position in FY2019.

ALTERNATIVES: Between the outcome of Staff’s job analysis and the recommendations of the Master Plan, Staff believes there is no other alternative to adding the one position as directed by the Council.

FINANCIAL IMPLICATIONS: The annual cost to fund this position is \$124,686 including all benefits. This figure was arrived at by using FY19 budget estimates and applying them to the FY19 entry level wage for the position.

Annual Cost For Solid Waste Operator 1										
Solid Waste Operator 1	Salaries & Wages	Pers	Taxes	Insurance	302 Union	Over Time	Airfare	AES	Workmans Comp	Total
2080 hrs x \$26.05	\$ 54,184	\$ 18,254	\$ 5,178	\$ 29,773	\$ 558	\$ 12,000	\$ 1,500	\$ 395	\$ 2,844	\$124,686

With the approval of the FY2019 Budget, Council authorized 170.17 full time employees (FTE). This included 156 full-time permanent positions (156 FTE), 29 part-time positions (6.67 FTE), 11 temporary or seasonal positions (5.5 FTE), as well as 2 pending and unbudgeted positions (2 FTE).

Through the approval of this Ordinance and the Ordinance to add two full time employees to the Power Production Division, the Full Time Employees (FTE) will increase to 173.17. This includes 159 full-time permanent positions (159 FTE), 29 part-time positions (6.67 FTE), 11 temporary or seasonal positions (5.5 FTE), as well as 2 pending and unbudgeted positions (2 FTE).

LEGAL: N/A.

STAFF RECOMMENDATION: Staff recommends adopting Ordinance 2018-10.

PROPOSED MOTION: I move to adopt Ordinance 2018-10.

CITY MANAGER’S COMMENTS: The City Manager recommends Council approve this ordinance.

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-56

A RESOLUTION OF THE UNALASKA CITY COUNCIL TO AWARD THE SCOPING, PRE-DESIGN AND 30-35% DESIGN OF THE LIBRARY EXPANSION PROJECT TO ECI HYER, INC. FOR \$163,451

WHEREAS, the City of Unalaska's Comprehensive Plan has identified the need to increase the Library's efficiency and service delivery life; and

WHEREAS, the Library Expansion Project was proposed and adopted as a Capital & Major Maintenance Plan component; and

WHEREAS, Council has appropriated funds into a Capital Budget to create the Project; and

WHEREAS, Staff published a Request for Qualifications and the resulting scoring of proposals and interviewing of Design Team Members from the proposing organizations showed ECI Hyer, Inc., as the best fit for the Project; and

WHEREAS, Staff negotiated a scope of work and pricing with ECI Hyer, Inc. to perform the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project satisfactory to both parties; and

WHEREAS, ECI Hyer, Inc., an experienced engineering firm, has a good history of working for the City of Unalaska as a consultant on other Capital and Maintenance Projects.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council awards the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project to ECI Hyer, Inc. for \$163,451.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on September 25, 2018.

Frank Kelty
Mayor

ATTEST:

Marjie Veeder
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Thomas Cohenour, Director, Department of Public Works
Roger Blakeley, Director, Department of Parks, Culture & Recreation
Through: Thomas Thomas, City Manager
Date: September 25, 2018
Re: Resolution 2018-56 - A Resolution of the Unalaska City Council to Award the Scoping, Pre-Design and 30-35% Design of the Library Expansion Project to ECI Hyer, Inc. for the sum of \$163,451

SUMMARY: Based on their response to a Request for Qualifications let by City Staff and pricing that is usual and customary for the services proposed, Resolution 2018-56 will award the Scoping, Pre-Design and 30-35% Design for the Library Expansion Project to ECI Hyer, Inc. for the sum of \$163,451.

PREVIOUS COUNCIL ACTION: Council provided \$12,500 from the General Fund for a preliminary study for this project via the FY2016 CMMP and Budget Ordinance 2015-10. For FY2018, \$30,000 from the General Fund was provided for Pre-Development via the CMMP and Budget Ordinance 2017-07. Through Ordinance 2018-04, the FY2019 CMMP and Capital Budget Ordinance, \$357,500 from the General Fund was placed in the Project's budget to fund Design Services.

BACKGROUND: The Unalaska Public Library was designed in 1996 and built in 1999. Since that time, changes in technology, the community, and Library use, as well as the Library's expansion of collections and services, have resulted in the current facility's inability to meet some of the major needs of the community and patrons. Department of Public Works Staff let a Request for Qualifications for Scoping, Pre-Design and 30-35% Design for the Public Library Expansion Project and received 6 proposals in response. A team of Staff from Public Works and Parks, Culture & Recreation scored the proposals, telephonically interviewed the top three highest-scoring firms, scored the interviews and ultimately chose ECI Hyer, Inc. as the most qualified firm to perform the work.

DISCUSSION: This project supports the intent of the current Unalaska Comprehensive Plan in the areas of Education, Art, Culture and Entertainment, and will enhance quality of life for Unalaskans. It will increase the efficiency and service delivery life of the Library. The Pre-Development study performed by The Foraker Group and ECI Hyer, Inc. noted the facility fell short in the following areas:

- Space and services for children and teens
- Meeting and program space
- Quiet seating and reading space

- Room for growing library collections

After scoring the proposals received in response to the RFQ and holding telephonic interviews, Staff selected ECI Hyer, Inc. as the firm to move forward with the Scoping, Pre-Design and 30-35% Design of the Library Project. The scope also includes community meetings, surveying, geotechnical services and refined cost estimation to support funding construction through the FY2020 CMMP process. ECI Hyer, Inc. is familiar with Unalaska and the Library in particular, and has provided excellent service for the City in the past. ECI Hyer, Inc. has evaluated several buildings owned by the City and is currently providing Engineering and Architectural Services for the Lear Road Duplexes Kitchen Remodel Project as well as the Tom Madsen Airport Terminal Roof Assessment.

ALTERNATIVES: Staff will review scoring or let a revised Request for Qualifications if directed by Council to do so, however, both the Department of Public Works and the Department of Parks, Culture & Recreation are very comfortable with the selection of ECI Hyer, Inc. based on their proposed approach to the work and fee as well as their satisfactory prior history as a City of Unalaska consultant.

FINANCIAL IMPLICATIONS: ECI Hyer, Inc. proposes to prepare the Scoping, Pre-Design and 30-35% Design per the Request for Qualifications for the sum of \$163,451. The Project's budget, MUNIS Project PR601, is funded at \$396,500 as of this writing, with \$353,900 available in the Engineering & Architectural Services Line Item.

LEGAL: None.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2018-56.

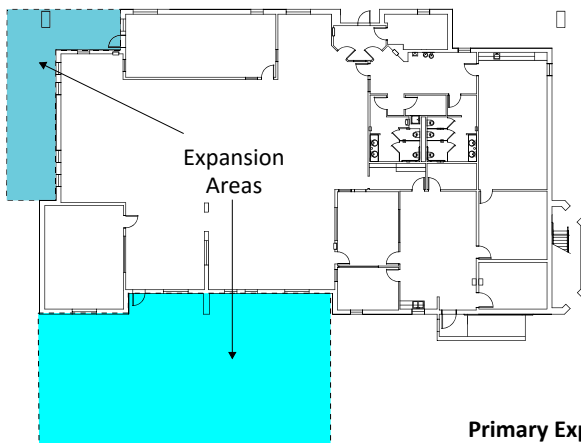
PROPOSED MOTION: I move to approve Resolution 2018-56.

CITY MANAGER COMMENTS: I support the Staff Recommendation.

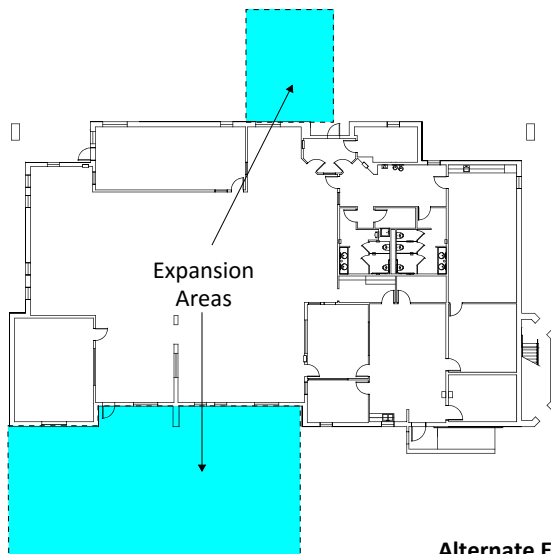
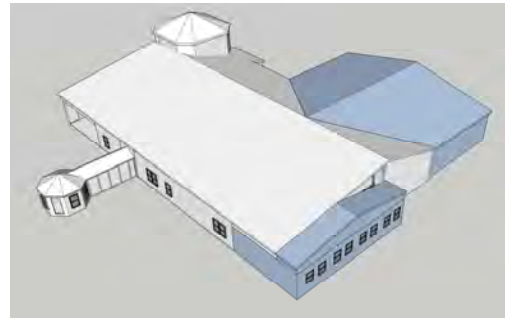
ATTACHMENTS:

1. Expansion Schemes
2. Interview Score Sheet
3. ECI Proposal
4. Proposed Consultant Agreement

Expansion Schemes

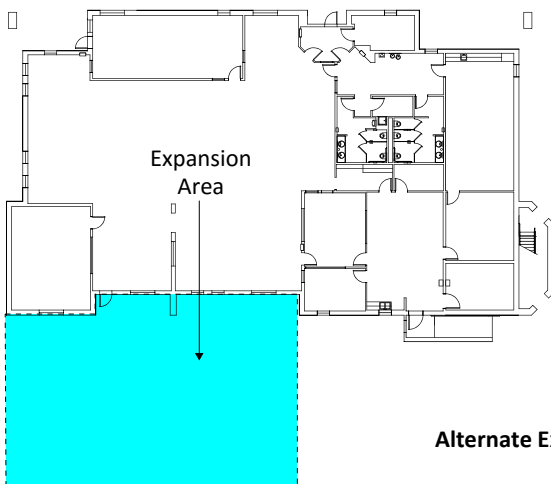


Primary Expansion Scheme A



Alternate Expansion Scheme B

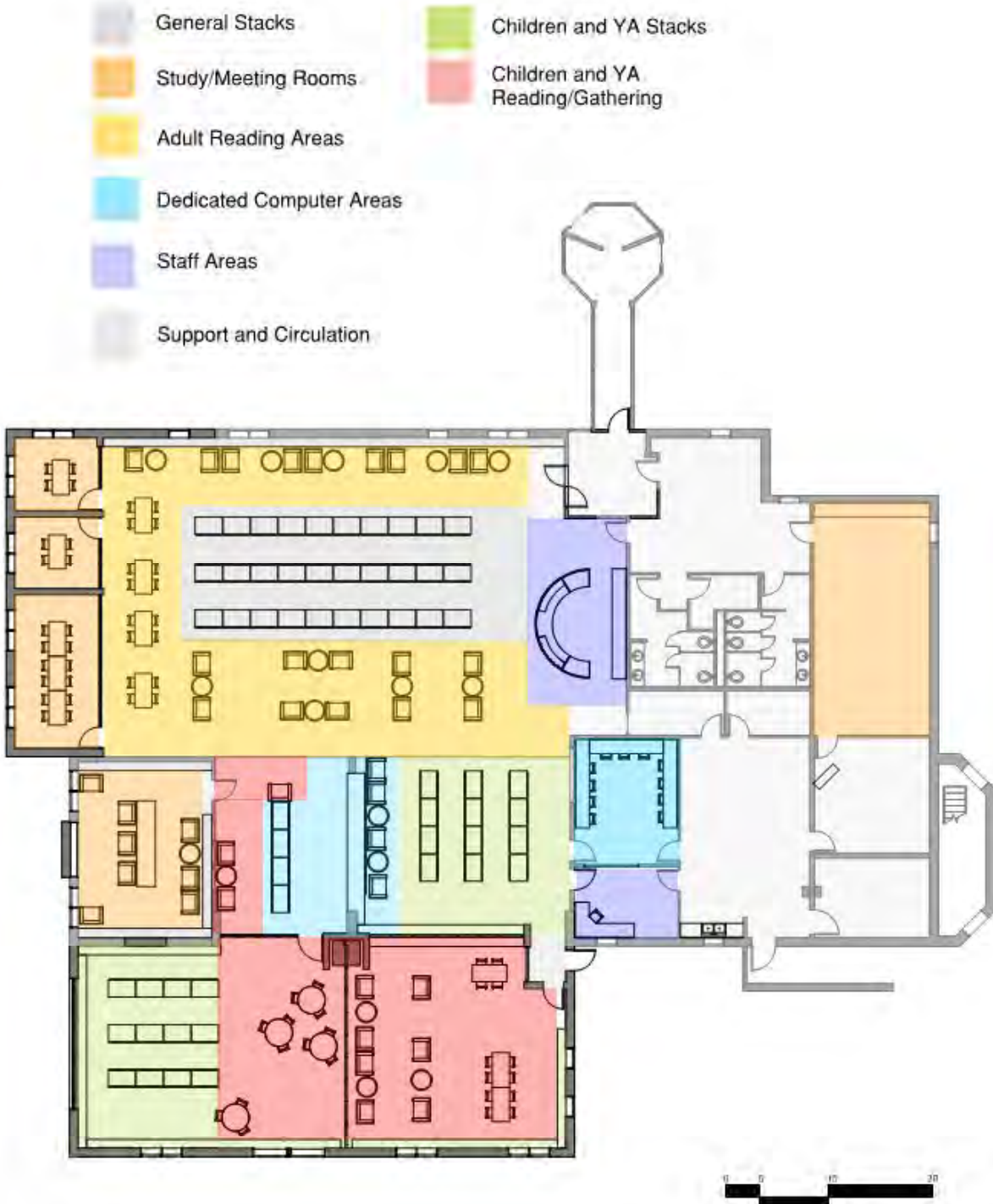
Alternate Scheme B arose from discussions with staff in February 2018. Staff expressed a desire to clean up the entry sequence to provide a better arctic entry, better patron flow and an opportunity for a more centrally located circulation desk, similar to Kenai Community library.



Alternate Expansion Scheme C

Alternate Scheme C arose during the final presentation to the City Council in February 2018. A Councilwoman asked that we explore a single larger expansion to keep square foot costs down. While this pushes a portion of the building even further from oversight of the circulation desk, it merits further consideration by the selected A/E team.

Plan and Function – Primary Expansion Scheme



Qualifications Evaluation
Unalaska Library Improvements

Interview Scoring

Technical Attributes

Professional Qualifications

Experiences and References

Narrative

Weight	%
40	40.0%
30	30.0%
30	30.0%

Technical Proposal Raw Score 100 --
Technical Proposal Adjusted Score -- 100%

Cost Attributes

Cost USD

Weight	%
0	--

Price Proposal Score -- 0%

**Total Score
Ranking**

--

ECI	MRV	BWN			
96.3	92.5	96.3			
95.0	97.5	92.5			
98.8	90.0	96.3			
96.6	93.3	95.1			
96.6%	93.3%	95.1%			

Enter the Price Proposal (if any) in USD
--

ECI	MRV	BWN			
0.0%	0.0%	0.0%			

96.6%	93.3%	95.1%			
1	3	2			

9/10/2018

RL

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CITY OF UNALASKA

Unalaska Public Library Improvements



ECI

ARCHITECTURE DESIGN STRATEGY

Section 1: Professional Qualifications

Proposed key personnel who will serve on this project

ECI is pleased to present our Statement of Qualifications (SOQ) for the Unalaska Library Improvements. Having performed Pre-Development services on the Unalaska Library through the Foraker Group, we are very familiar with the project and prepared to hit the ground running. Furthermore, we have worked on nine library projects in the last 15 years. We are ahead of the learning curve and excited to present our proven team to see this project through design and construction completion.

The chart below highlights our proposed key personnel, qualifications, project role, and billing rate. Each individual in an Alaska resident with the credentials to perform in their assigned role.

Resumes of key personnel

We've attached resumes for the three key personnel that will serve on this project—Brian Meissner, Principal in Charge; Karen Zaccaro, Project Manager/Project Architect; and Mary Knopf, Interior Designer. This library design team is proven across Alaska.

Billing rates of key personnel

The billing rates for our proposed personnel, including subcontractors, can be found in the chart below.

Location of office and services offered

ECI is located in midtown Anchorage at 3909 Arctic Boulevard where we offer planning, architecture, and

"You all are doing a great job... my staff have all remarked what a pleasure and how productive it is to work with such a responsive design group."

- Bob Banghart, Deputy Director, Libraries, Archives & Museums/
Chief Curator, Alaska State Museums, 2010

interior design services. Approximately 60% of design efforts will occur in our office, as will regular consultant coordination meetings. The other 40% of design efforts will be occur in the offices of our Anchorage-based engineering team.

ECI's ability to perform on this project

ECI was formed out of a design competition that delivered the Loussac Library in Anchorage in the mid-eighties. Our connection to libraries was re-established in 2003 when we started design of the Homer Public Library. Since 2003, we've worked on nine Alaskan libraries, eight of which are in water-front communities:

- » Anchor Point Public Library Pre-Development
- » Homer Public Library
- » Kenai Community Library
- » Nome Library (part of Richard Foster Building)
- » Seward Community Library & Museum
- » Statewide Archive, Library & Museum, Juneau
- » Sutton Community Resource Center/Library Pre-Development
- » Unalaska Library Pre-Development
- » Wasilla Public Library

Firm Name	Personnel Name	Registration Number	Project Role	Billing Rate
ECI Alaska	Brian Meissner, AIA, PMP, LEED AP	A-10780	Principal in Charge	\$175
	Karen Zaccaro, AIA, NCARB, ALEP, LEED AP	A-13383	Project Manager/Architect	\$145
	Mary Knopf, ASID, NCIDQ LEED AP BD+C	NCIDQ #6424	Interior Designer	\$160
Huddle AK	Holly Spoth-Torres, PLA	LA-13176	Public Process Consultant	\$135
	Brianne Kiefer, PLA	LA-113272	Landscape Architect	\$115
PND Engineers	Jesse Gobeli, PE, SE	SE-13529	Structural Engineer	\$175
	Doug Kenley, PE	CE-8176	Civil Engineer	\$195
	Iain Brown, PLS	PLS-107707	Survey Engineer	\$115
	Torsten Mayrberger, PE	CE-14702	Geotechnical Engineer	\$175
AMC Engineers	Ken Ratcliffe, PE, LC, LEED AP BD+C, CDT	EE-8811	Electrical Engineer	\$215
	Mark Langberg, PE, LEED AP, CPO, CDT	ME-8055	Mechanical Engineer	\$215

Section 2: Experience and References



Similar Project Experience: Wasilla Public Library

The Wasilla Public Library is located on a wooded site near the heart of the City. As one of the few remaining sites of this character in the core area, it inspired a concerted effort to create a “library in the woods.” This necessitated increased setbacks from busy streets, distributed parking, and a healthy allotment of planting. An adjacent middle school is connected to the library site via a new trail to augment the school’s resources. The central organizing principle of the plan is the radial stack arrangement affording unobstructed visibility from the circulation desk. Reading areas and study rooms occupy the perimeter for access to daylight and views. This permitted selective window placement and a balance of light and thermal efficiency. The multipurpose room was designed to allow access after hours for use by the broader community.

Relevance: The Wasilla Library is the most recent in a series of six libraries completed by ECI and represents the most current thinking in Alaskan library design.

Responsive Design: During the public process, library patrons encouraged the design team to push accessibility “beyond ADA standards” from the nearby bus stop into all spaces of the library. This led to innovations such as ‘rest benches’ in the lobby outside the restrooms, and ‘hearing loops’ in both the children’s

story area and multipurpose room. The community also encouraged the design team to consider a continuum of learning between the children, juvenile, teen, and adult bookstacks to prevent stigma and encourage literacy.

Energy Efficiency and Durability: The project team’s mission was to create a “hundred year” building. To that end, materials and systems were selected for their sustainable qualities and minimal need for maintenance. A unitized curtain wall system was chosen to ensure a high-performance thermal envelope and factory-quality construction, and to facilitate winter construction.

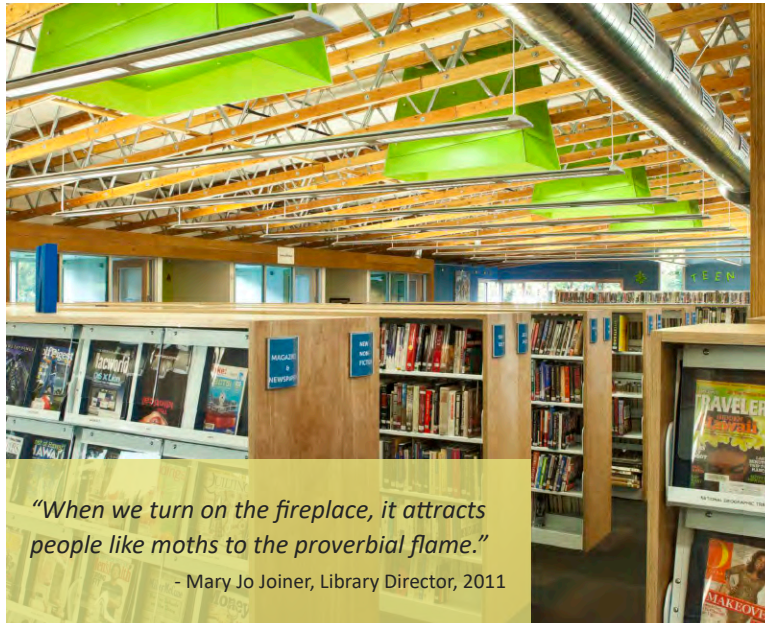
Services Provided: Full Architectural/Engineering Services, FF&E

Size: 23,500 SF

Construction Cost: \$12.5 M

Key Personnel: ECI-Brian Meissner, Principal in Charge; Mary Knopf, Interior Designer; AMC Engineers-Mark Langberg, Lead Mechanical Engineer; Ken Ratcliffe, Lead Electrical Engineer

Reference: Archie Giddings, Public Works Director, City of Wasilla, agiddings@ci.wasilla.ak.us, (907) 373-9010



Similar Project Experience: Kenai Community Library

The design for the Kenai Community Library expansion and renovation project is elegant and simple. It consists of a fairly pure and rectilinear addition to the existing library and was constructed in a cost-efficient manner while referencing the architecture of an Alaska subsistence and commercial fishing community. A successful melding of the library's message, architecture, and landscape create a sense of place and experience unique to Kenai. An emphasis was placed on warm, welcoming interior materials. Included in the project is the creation of two community multipurpose rooms that can be combined into one large event space. The central circulation desk provides the staff with views to all areas, including the teen corner.

Relevance: The Kenai Library is similar to the Unalaska Library project as it pertains to scope and size, energy, and operational efficiency. The library program included flexibility in spaces for different age groups. The site includes parking and ties into very similar community surroundings. ECI also provided a complete interior furniture, fixture, and equipment services and installation coordination.

Responsive Design: One of the goals of the project was to ensure that all of the various components of the building function in harmony with one another. The new and existing portions of the building are connected visually through the use of interior windows.

These interior windows connect the user to the beautiful surrounding landscape, making the building feel spacious and connected to the broader outdoor environment.

Energy Efficiency: The facility includes an excellent thermal envelope and plenty of added daylighting. A major highlight is low-tech, low-cost, and easy to maintain systems. The design team used a system of custom-designed tubular skylights to bring natural light and offer bold architectural expression into the main stack area. Tubular skylights were also employed within some of the windowless existing spaces (staff areas and restrooms) to offer abundant natural light. This improves the staff working environments and reduces the electrical lighting load.

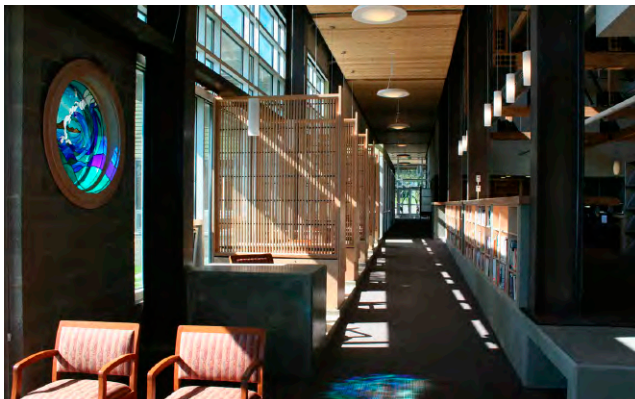
Services Provided: Full Architectural/Engineering Services, FF&E

Size: 10,000 SF Addition; 10,000 SF Renovation

Construction Cost: \$6.1 M

Key Personnel: ECI-Brian Meissner, Principal in Charge/Project Manager; Mary Knopf, Interior Designer; AMC Engineers-Mark Langberg, Lead Mechanical Engineer

Reference: Mary Jo Joiner, Library Director, City of Kenai, mjoiner@kenai.city, (907) 283-4378



Homer Public Library Carrels & Reading Bar

References for similar projects

Please refer to the references listed on the previous project pages.

Describe a situation where you provided the best design although it was not what you or your client initially wanted

Brian Meissner has a dentist phobia dating back to his childhood in Nevada. So when he sat in the dental chair above the site for the Homer Public Library, he was shaking with fear. The visit wasn't for dental treatment. Rather, it was a response to a request made at a public meeting. The dentist wanted the design team to avoid impact to her patients' view from the chair. She invited Brian to her dental office, sat him in the chair, and moved her drill into place. She pointed to her view across Kachemak Bay to the mountains and said, "don't change that view." Because of this input the library floor plan was rotated several degrees to save the view from this dental chair.

To everyone's surprise, this simple rotation gave birth to one of the most iconic spaces in the Homer Library, the entry sequence that locals nicknamed "the spyglass." The rotation brought the spyglass on axis with Grewingk Glacier. It also shifted the fireplace area downhill towards the corner of the site. In addition to improving the view from the library, it made the library more visible from the highway. The rotation also:

- » Created an internal ramp down to the fireplace area, lined with Friends' book sale shelves;
- » Created "seating stairs" and a hearth in the fireplace area, which expanded capacity for guest lectures;



Kenai Community Library Circulation Desk

- » Created the vertical offset that allows persons seated at the "reading bar" to view Kachemak Bay overtop the carrels known as "the confessionals."

What started as a scary request from a dentist/community member has become a lesson learned—public process is an important part of a community project and you never know whose voice might impact the final design.

Library lessons learned—what worked and did not work

The ECI staff proposed for this project have designed and administered construction of six Alaskan libraries over the past 15 years and have completed Pre-Development for an additional three libraries. Our team loves to visit those libraries to see how they are being used. As designers, we often check in with our librarians to find out what works and what doesn't work long after a library has opened. Our most powerful feedback came from the new Library Director of the Homer Public Library when she took over for the librarian with whom we co-designed the facility. She noted that while she loves the library, operations have changed so that the staff area now feels too isolated from the circulation desk. She also noted that the coat rack in the children's area, a 1% for Art project, drives librarians crazy because it is attached to a steel column and can be loud when bumped.

Equally powerful was a conversation Brian had at an AkLA (Alaska Library Association) Conference with five of our librarians, plus the Ketchikan librarian. Here are some highlights about what worked and what didn't work in our libraries:



Wasilla Public Library Children's Library



Nome Richard Foster Building Library

- » **Staff Areas:** The Homer staff area is too far removed from the circulation desk and doesn't allow line of sight from one to the other. By contrast, the staff area in Wasilla balances direct line of site from a standing position while maintaining staff privacy in a seated position.
- » **Teen Areas:** The Homer teen area blends into the reference area and doesn't have a strong identity, whereas the Kenai teen area has a strong identity, gives teens a sense of ownership, and allows teens to see who is coming and going from the library.
- » **Reading Carrels:** We knocked it out of the park with design of reading carrels in Homer. There are at least six different types of reading experiences in Homer, each suited to certain moods and times of day. This makes it easy for patrons to find a special place that feels like their own.

Best contractor/engineer relationship on a past project, contracting mechanism, and how the relationship benefited the owner

Construction contracting mechanisms for ECI's previous library projects have been evenly split; three were delivered using the traditional design/bid/build methodology and three were delivered using a construction manager/general contractor (CM/GC). Surprisingly, the three design/bid/build projects had slightly lower change order rates, likely because each featured a local contractor with strong ties to the community. Not one of the six projects had a design-related change order rate greater than 1.5%, which speaks to having contractors who care about quality and a design team who treats the contractor fairly. It also speaks to our staffing approach to the construction phase: our project manager/architect,

in this case Karen Zaccaro, will be the main point of contact fielding questions during construction and Brian Meissner, principal in charge, will deal with all issues regarding cost and schedule. This helps reduce elements of stress by keeping money issues separate from the job of asking and answering questions during construction.

The City of Nome is similarly remote to Unalaska, therefore Nome's Richard Foster Building is perhaps the best example to highlight here. For Nome, we used a version of CM/GC often referred to as 'best value.' The contractor was selected based on a written proposal that accounted for 50 selection points and a full bid that accounted for the other 50 points. The bid was based on specifications plus 95% core/shell drawings and 65% interior buildout drawings. This early bidding enabled the project to gain a full season's advantage by procuring materials before design completion and getting them on the last barge of the summer. It also benefited the owner and design team by adding contractor review during design completion, which led to cost savings on material selections and improved coordination of the drawings.

Sample floor plan and detail sheet similar to this project

Of our six completed libraries, the Kenai Community Library, also a renovation and expansion project, is the most similar to Unalaska's existing library. The project was larger than the Unalaska Library, at approximately 20,000 SF, but included all of the same program components. Please refer to the stamped floor plan and detail sheet at the end of this SOQ, after resumes.

Section 3: Narrative Work Plan

ECI's methodology for accomplishing the Unalaska Public Library Improvements is based on our understanding of the project's requirements and our familiarity completing library projects of similar size and scope.

Phase III Pre-Design Work Plan:

1) Concept Design (2 months)

- a) Review Pre-Development documents. In collaboration with Library Director, develop list of design questions to be answered.
- b) Deploy site team for survey and geotechnical investigation.
- c) Develop options for how and where to expand the library, including an exploration of whether to relocate the restrooms.
- d) **Concept Workshop:** 4-day workshop to decide how and where to expand the library.
- e) Perform detailed mechanical/electrical/structural condition survey and confirm as-built drawings/dimensions. Spend time with maintenance staff reviewing what works and what doesn't work with other City buildings.
- f) **Bi-weekly teleconferences with Library Staff** to refine the concept floor plan.
- g) Develop concept layout, massing model and early renderings for preferred expansion.
- h) Develop conceptual cost estimate.

2) Schematic Design (2-1/2 months)

- a) **Schematic Kickoff Workshop:** 4-day workshop to confirm the concept design and discuss the look and feel of the library renovation and expansion.
- b) **Weekly GoToMeetings with Library Staff** focusing on one specific area during each meeting.
- c) Develop schematic level drawings and outline specifications.
- d) Develop schematic design cost estimate.
- e) **Schematic Design (35%) Presentation.**

"Our experience in working with Brian Meissner and Karen Zaccaro on this team has been a reminder to us on how it feels to do it right. Thank you for your high standards in personnel."

- Jay-Brant General Contractors, Homer Public Library, 2006

Written and/or visual content demonstrating past efforts and in achieving desired results

Throughout this proposal we've included images of our completed library projects as a way to demonstrate past creative efforts. Each of these libraries is uniquely suited to its community and designed from the inside out—from custom-designed signage to materials that blend with the surrounding landscape. Every design starts as a simple sketch on tracing paper using a large pen. We quickly push the ideas into a modeling program called Sketchup that reveals how the interior ideas for the library are translated into building form. This also allows us to quickly show what the sketches will look like in 3-D, with bookshelves and furniture. As we move forward into Pre-Design the imagery will rapidly start to look more realistic. We'll transition to a visualization program called Lumion that allows us to quickly generate realistic renderings. We'll show 'fly around' and 'fly through' movies at the public workshops in Unalaska. A recent example of a fly through video of a visitor center we're designing in Valdez can be found here: https://youtu.be/t49_9UVNlk0

Public and staff input during the design process

We approach public process as a drumbeat rhythm of community workshops and meetings. Since it's not easy to get to Unalaska, we'll want to make the most out of every successful landing. To that end, we've organized the Work Plan above to include a pair of multi-day workshops during Pre-Design in addition to a regular rhythm of GoToMeetings with staff. Each of the multi-day workshops will have an agenda that looks like this:

- » **Monday:** arrive on noon flight; meeting with Library Director and Library Advisory Commission in the afternoon; Public Workshop in the evening
- » **Tuesday:** meet with Library Staff in the morning; develop sketches in the afternoon; City Council presentation in the evening
- » **Wednesday:** debrief with Library Director in the morning; design charette in the Multi-purpose Room in the afternoon
- » **Thursday:** develop sketches and model; Open-House with drawings pinned up at the Library in the evening
- » **Friday:** return to Anchorage



Seward Community Library Museum Stacks

After Pre-Design, we shift into taking ‘laps around the building,’ increasing the level of detail during each lap. This phase of work involves regular GoTo-Meetings with staff during which we tackle specific topics. During one meeting we’ll develop design of the children’s area, during the next we’ll design the library stacks, and so on. After all spaces have been worked through, we take another lap through the spaces at a finer level of detail. Some items, such as the circulation desk, will take multiple meetings to finalize. Public meetings after Pre-design shift to a process of presentation and feedback. A typical visit after Pre-Design will look like this:

- » **Monday:** arrive on noon flight; meeting with Library Director and Library Advisory Commission in the afternoon; public presentation in the evening
- » **Tuesday:** meet with Library Staff in the morning; develop sketches in the afternoon; City Council briefing in the evening with a focus on schedule and budget
- » **Wednesday:** debrief with Library Director in morning; return to Anchorage

During the Pre-Development phase, despite well-attended community meetings, we sensed an opportunity for more feedback from persons who couldn’t participate in the public meetings. Therefore, we’ve asked Holly Spoth-Torres to help facilitate a broader outreach using a blog to communicate the latest version of the design. She’ll also develop an online survey to ask questions of community members that might not be heard in public forums. We deployed similar tools during design of the Seward Community Library Museum and the Statewide Library Archives and Museum.



Statewide Library, Archives & Museum

Balancing glitzy features that are expensive to maintain over the long term

In 2016 ECI started an in-house lunch program that we call “never again.” When a project is complete, the lead designer is asked to tell the rest of our staff what worked, what created challenges during construction, and what design elements they will never specify again. These meetings serve as a reminder that glitzy stuff marketed by vendors doesn’t always suit the end goal.

For example, the Homer Public Library was designed during the early excitement of LEED (Leadership in Energy and Environmental Design) and during the last days of fluorescent lighting. The resulting lighting design uses very little energy and has beautiful fixtures, but it also requires maintenance staff to stock six different types of lamps. We learned about the challenges of relamping during a post-construction visit to Homer. By contrast, the Kenai Community Library, which benefited from Homer’s lessons learned, uses two types of lamps that are readily available.

Our “never again” lunches also serve as a reminder to staff that we aren’t chasing design awards. That’s not to say our projects don’t receive design awards; all of our libraries have received awards. However, we are much more interested in the awards that librarians give libraries, plus other awards that come from unexpected places. We’d rather see our work in the *American Libraries* magazine than in *Architectural Record*. We were humbled to discover last year that the Homer Public Library is listed as one of the 19 best public libraries in America by Fodors Travel: www.fodors.com/news/photos/19-best-public-libraries-in-america

Building upon the pre-development process and leveraging it for maximum benefit

The Pre-Design process is quite different from Pre-Development. During Pre-Development, ECI was working on behalf of the Foraker Group and Rasmuson Foundation, with a primary goal of right-sizing the Unalaska Library so that it is fundable and sustainable. The most important documents that came out of Pre-Development were the space list and project budget. As we move into Pre-Design, the design will become much more visual, with drawings as opposed to words carrying most of the focus. This will be reflected in our tools (we'll shift from simple sketches into a robust building modeling program called Revit) and in our presentations (we'll start using renderings and movies to relay design intent). The most important documents that come out of Pre-Design will be floor plans, renderings, and an outline specification that will serve as the basis-of-design for the rest of the project.

The Pre-Design process includes two distinct phases: **1) Concept Design**, in which the public and staff make decisions on where to expand the library and how it will be laid out; **2) Schematic Design**, in which the public and staff determine what the expanded library will look like, both inside and out. The process for each is quite different.

Moving forward, several questions that arose during Pre-Development will need to be answered by the public and staff and balanced within the budget:

1. Should the bulk of expansion dollars be put toward one large addition at the south, or should funds also construct smaller infills such as study rooms at the west?
2. Should a new enclosed entry be constructed to simplify the entry sequence, allowing better staff oversight of the entry, creating an improved visitor experience, and a better place for patrons to await rides?
3. How can the landscape and, in particular, views to the eagle's nest and fox dens be celebrated in the site and building design?
4. Should the circulation desk be moved to a more central location, perhaps as an island, which would create better access for patrons and better control of the library proper, but slightly decrease control of the area in front of the meeting room and restrooms?

"... I have never seen such a willing partner to excel and advance the project and to consistently make sound decisions that are focused on project goals and successful delivery of services."

- Kim Mahoney, Statewide Library, Archives & Museum, 2011

5. The location of the existing restrooms is a hindrance to oversight of the foyer and meeting room. Relocation would allow the circulation desk to be rethought, creating better oversight of the entire facility. At the outset of Pre-Design, the functional gains of a restroom relocation should be weighed against the cost.

Workload/Resources

ECI will have no difficulty designing the Unalaska Library Improvements in the desired timeframe. Brian, Mary, and Karen have delivered six previous libraries on time, most with tighter schedules than this, and are able to call upon our full staff of 16 professionals to help meet deadlines.

The biggest challenge to completing Unalaska work on time is travel logistics to gather stakeholder input and design data. It's expensive to fly to Unalaska and flights are often canceled or delayed. We've learned several lessons from our half dozen recent trips to Unalaska, Sand Point, and elsewhere in the Aleutians:

1. Have a contingency plan, such as a GoToMeeting hosted by the library, in case flights are canceled (and always test the GoTo connection before the trip).
2. Be prepared to speak to the City Council via teleconference in case of flight cancellation, with slides sent ahead of time to the Library Director.
3. When scheduling and rescheduling flights, limit the number of designers whose schedule we are trying to work around because there will be plenty of constraints on the part of key Unalaska staff. Determine which engineers can travel later and/or utilize data gathered by someone else.
4. Bring extra work because cancellation of a return flight often means several extra days in Unalaska.
5. When flights are cancelled, find ways for City staff to gather enough data to keep the project moving forward.
6. Laugh at the complications and enjoy the weather because Unalaska is beautiful.

Brian Meissner, AIA, PMP, LEED AP

Role

Principal in Charge

Registration

Architect, State of Alaska: A-10780

Residency

Anchorage, Alaska

Project History - 20 Years of Experience

Brian's commitment to client groups has repeatedly been demonstrated on community buildings throughout Alaska. Brian's projects are recognized for their constant commitment to honest, timeless, budget-conscious, and sustainable architecture. He has a natural ability to orchestrate consensus among stakeholders to achieve buy-in and define project direction. During Pre-Design, Brian's greatest strength is being able to hear and react to public comments, making constituents feel they've been heard. During construction, Brian's greatest strength is his ability to listen to the contractor, hear concerns, and deal with tough situations in a non-confrontational way. Brian received specific training in PMI's project management course and has met criteria to receive certification as a Project Management Professional (PMP). The son of a librarian and co-lead designer for a half dozen Alaskan libraries, Brian is ideally suited to lead the design team for the Unalaska Library Improvement project.

Education

Bachelor of Science in Cultural Geography, University of Nevada, Reno

Master of Architecture, University of British Columbia

Northern Design Post-Graduate Course, University of Alaska Anchorage

Organizations & Accreditations

U.S. Green Building Council (LEED AP)

Project Management Institute (PMP)

American Institute of Architects (AIA)

ECI ARCHITECTURE DESIGN STRATEGY



Chair, UAA Honors College Advisory Board

References

Nathan Duval, City of Valdez, (907) 835-5478

Kim Mahoney, UAA Facilities, (907) 786-4912

Tom Moran, Nome City Manager, (907) 443-6600

Relevant Experience, Alaskan Libraries

- » Anchor Point Public Library Pre-Development
- » Homer Public Library
- » Kenai Community Library
- » Nome Richard Foster Building (Museum & Library)
- » Seward Community Library/Museum
- » Statewide Library, Archives & Museum, Juneau
- » Sutton Community Resource Center Pre-Development
- » Unalaska Library Pre-Development
- » Wasilla Public Library

Relevant Experience, Rural Alaskan Community Buildings

- » Alaska Center for Environmental Studies Master Plan, Kachemak Bay
- » Alaska Department of Fish & Game Headquarters, Kodiak
- » Beach Lake Trails Center
- » Camp Fire Alaska – Camp K at Kenai Lake
- » Kawerak Early Head Start/Head Start, Nome
- » Kodiak Community Pool
- » Mount Edgecumbe Aquatic Center, Sitka
- » Pratt Museum Pre-Development, Homer
- » South Denali Ranger Contact Center & K'esugi Ken Visitor Center
- » Valdez Kelsey Dock Interpretive Center

Karen Zaccaro, AIA, NCARB, LEED AP, ALEP

Role

Project Manager/Project Architect

Registration

Architect, State of Alaska: A-13383

Residency

Girdwood, Alaska

Project History

Karen has over 18 years architectural design experience in Alaska. Her passion is creating public and non-profit community spaces that support the growth and health of individuals and their communities. She is active in the community and is an adept advocate and facilitator in public forums and with state and municipal agencies.

Karen takes the responsibility of guiding projects to stay within budget while keeping the highest standards. She is an excellent project manager who identifies the strengths of her team members and helps them maintain high standards, efficient workflows, and clear communication throughout every stage of a project. She has substantial experience designing high functioning and flexible spaces guided by integration of specific program functions and technology including libraries, classrooms, community cultural centers, and early childhood learning spaces. Her strengths are keeping the big picture in focus while making sure all of the details are well coordinated.

Education

Bachelor of Arts, Sociology and Child Development,
San Jose State University

Bachelor of Architecture, University of Arizona

Northern Design Post-Graduate Course, University of
Alaska Anchorage

Organizations & Accreditations

Association for Learning Environments: Accredited
Learning Environments Planner (ALEP)

American Institute of Architects



References

Marguerite La Riviere, Library Director, City of Nome,
(907) 443-6600

Barbara Dubovich, CampFire AK, (907) 257-8806

Eric Hershey, SOA Department of Transportation &
Public Facilities, (907) 269-0869

Relevant Experience

- » CampFire Alaska – Camp K at Kenai Lake; programming and development of a phased master plan for a kids' summer sleep-away camp.
- » Homer Public Library; public library, children's library, and community spaces and first civic building in the State to achieve LEED Silver Certification.
- » Kawerak Early Head Start/Head Start, Nome; two new classroom addition and remodel of existing four classrooms to support Early Head Start and Head Start Programs.
- » Little Bears Playhouse (community non-profit childcare center); programming and schematic design including capital campaign support and site acquisition.
- » Nome Richard Foster Building; a new library, museum, and cultural gathering space.
- » South Denali Ranger Contact Station and K'esugi Ken Visitor Center; contact station and interpretive center for the State of Alaska South Denali State Park.
- » Unalaska Library; Pre-Development support through the Rasmuson Foundation and Foraker Group.
- » Wasilla Public Library; public library, children's library, and community place.

ECI ARCHITECTURE DESIGN STRATEGY

Mary Knopf, FASID, LEED AP BD+C

Role

Interior Design & Furniture, Fixtures, & Equipment

Registration

NCIDQ-6424

Residency

Anchorage, Alaska

Project History – 35 Years of Experience

Mary is a Principal at ECI and the head of ECI's interior design department. Her career has focused on education, retail, office, hospitality, healthcare, and public spaces. She practices sustainable design, an extensive knowledge of products, and materials that create healthier living and working environments. She invests extra time so that the client is completely satisfied with the selection of interior finishes that are pleasing and appropriate to their function. Her greatest strength is creating environments that are safe, inspiring, and highly functional. As a recognized leader in the industry, Mary has extensive experience preparing project analysis reports, programming, space planning, furniture and equipment bid packages, custom millwork, finishes, fixtures and equipment, and specifications.

Education

Bachelor of Arts, Interior Design, Cum Laude,
Washington State University

Organizations & Accreditations

Alaska Professional Design Council (APDC)
Anchorage Athena Society, Chair Scholarship
American Society of Interior Designers (ASID) Fellow
Building Owners & Managers Association (BOMA)
Board Member
Construction Specifications Institute (CSI),
Construction Documents Technologist
Institute for Human Centered Design/Adaptive
Environments
National Council for Interior Design Qualification
(NCIDQ)
National Association of Women in Construction
(NAWIC) Certified Construction Associate

ECI ARCHITECTURE DESIGN STRATEGY



U.S. Green Building Council LEED Accredited
Professional, Building Design + Construction
Washington State University Interior Design Advisory
Board

References

Kim Mahoney, UAA Facilities, (907) 786-4912
Tanci Mintz, Formerly SOA, Division of General
Services, (907) 242-1044
Travis Miller, SOA Department of Transportation &
Public Facilities, (907) 465-8139

Relevant Experience, Alaskan Libraries

- » Homer Public Library
- » Kenai Community Library
- » Nome Richard Foster Building (Museum &
Library)
- » Seward Community Library/Museum
- » Soldotna Library Furnishings
- » Statewide Library, Archives & Museum, Juneau
- » Wasilla Public Library

Relevant Experience, Rural Alaskan Community Buildings

- » Alaska Department of Fish & Game
Headquarters, Kodiak
- » Camp Fire Alaska – Camp K at Kenai Lake
- » Kawerak Early Head Start/Head Start, Nome
- » Little Diomedea K-12 School Renovation
- » Mount Edgecumbe Aquatic Center, Sitka
- » Napaskiak K-12 School
- » Savoonga K-12 School
- » South Denali Ranger Contact Center & K'esugi
Ken Visitor Center
- » Valdez Kelsey Dock Interpretive Center

Robert Lund

From: Karen Zaccaro <KarenZ@ecialaska.com>
Sent: Tuesday, September 18, 2018 1:35 PM
To: Robert Lund
Cc: Brian Meissner
Subject: Unalaska Library: Fee Proposal for Concept and Schematic Design
Attachments: 2018_0918 Unalaska Library - Fee ProposalR1.pdf

Robert,

Please find attached our fee proposal worksheet for the concept design and schematic design tasks outlined in the Phase III Pre-Design Workplan on page 6 of our Statement of Qualifications.

We are proposing a total fee of \$163,451 for this scope as a Time and Expense not-to-exceed fee.

Note that we did include two opportunities for community input during concept design and we also caught a small math error in the cells that changed the final number slightly from the draft I sent earlier today.

Please let us know if you have any questions or would like to discuss.

Many thanks,
Karen



Karen M. Zaccaro, AIA, LEED AP
Architect

3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503
907.565.5008 d | 907.561.5543 o | 907.382.0607 c
www.ecialaska.com

Professional Services Fee Proposal

Client City of Unalaska

Project Unalaska Library Improvements

ECI # 18-xxxx

Terms: Time and Expense

Date: 9/18/2018 - Final copy



		\$175	\$160	\$145	\$105	\$0	\$0		\$135	\$115	\$190	\$198	\$160	\$175	\$95		
		Principal / Arch V	Interior Designer	Project Manager / Architect IV	Designer II			ECI Subtotal	Huddle Public Involvement	Huddle Landscape Architect	AMC Mechanical	AMC Electrical (blended rate)	PND Structural (blended rate)	PND Civil (blended rate)	Tonsina Cost Estimator - Ken	Subconsultant Subtotal	Admin Markup
110	Phase 3: Pre-Design																
	Prep	8		2				\$ 1,690								\$ -	\$ -
	Concept Workshop 1	24		16				\$ 6,520								\$ -	\$ -
	Concept Design	8		40				\$ 7,200								\$ -	\$ -
	Concept Workshop 2 & Conditions	24		0				\$ 4,200			16	16	16			\$ 8,760	\$ 876
	Final Concept Design	8		40				\$ 7,200								\$ -	\$ -
	Project Blog / Survey Monkey / PR	2		4				\$ 930	32	16						\$ 6,160	\$ 616
	Schematic Design Workshop	40		32				\$ 11,640								\$ -	\$ -
	Schematic Design	24		48	60			\$ 17,460		32	40	24	24	24		\$ 24,060	\$ 2,406
	Cost Estimate	8		2				\$ 1,690							48	\$ 4,560	\$ 456
	Final Schematic Report	4		16				\$ 3,020								\$ -	\$ -
		150	0	200	60	0	0	\$ 61,550	32	48	56	40	40	24	48	\$ 43,540	\$ 4,354
120	Phase 3: Site Investigation							\$ -									
	Geotechnical Explorations (inc expenses)			8				\$ 1,160						\$ 17,690		\$ 17,690	\$ 1,769
	Topographic Survey (inc expenses)			4				\$ 580						\$ 15,625		\$ 15,625	\$ 1,563
								\$ -								\$ -	\$ -
		0	0	4	0	0	0	\$ 1,740	0	0	0	0	0	0	0	\$ 33,315	\$ 3,332
	LABOR SUBTOTAL	150	0	204	60	0	0	\$ 63,290	32	48	56	40	40	24	48	\$ 76,855	\$ 7,686
	Expenses																
	ECI Travel Expenses (reimbursable at cost)							\$ 9,950								\$ -	\$ -
	Mech/Elect/Struct Travel Expenses (1 trip each)							\$ 5,670								\$ -	\$ -
TOTAL ESTIMATED SERVICES																	\$ 163,451

CITY OF UNALASKA
Consultant Agreement
Unalaska Public Library Improvements
FILE NO. 15101

Prepared By:
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685
907.581.1260

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II.	Scope of Services	Exhibit “A”
III.	Contract Schedule	Exhibit “B”
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AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2018 by and between **ECI Hyer, Inc.**, (hereinafter called "Consultant"), and the **CITY OF UNALASKA** (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render consulting and related services for the performance of the **Unalaska Public Library Improvements Project**, and

WHEREAS Consultant represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Consultant will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Consultant

Consultant agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in **Exhibits A-C** of this Agreement.

2. Performance

Consultant agrees to perform the work described in **Exhibit A- Scope of Services**; however, the Consultant is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit C – Fee Proposal** without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in **Exhibit B – Contract Schedule**.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under the State of Alaska's Professional Engineering License, in connection with the **Unalaska Public Library Improvements Project**.

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay Consultant as compensation for the services under this Agreement such sums of money as set forth in **Exhibit C** of this Agreement. The amount payable to the Consultant shall not exceed the amount specified in **Exhibit C**.

4. Payments

City agrees to make monthly payments to Consultant as services are performed and costs are incurred, provided Consultant submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Consultant. All invoices are otherwise due and payable within thirty (30) days of receipt by City. City shall pay Consultant for the services identified in **Exhibit A** the **Time and Expense Not to Exceed Total Fee of \$163,451**. The Not to Exceed Total Fee is based on the distribution of the Not to Exceed Total Fee between tasks set forth in **Exhibit A**. The portion of the Not to Exceed Total Fee billed and paid for Consultant's services shall be equal to the proportion of services actually completed for each task set forth in **Exhibit A** during the billing period to the fee total specified for that task.

5. Personnel

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by Consultant for work hereunder.

6. Independent Contractor Status

In performing under this Agreement, Consultant acts as an independent contractor and shall have responsibility for and control over the details and means for performing the consulting services required hereunder.

7. Indemnification

Consultant shall defend and save harmless City or any employee, officer, insurer, or elected official thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of Consultant while performing under the terms of this contract.

City shall defend and save harmless Consultant or any employee, officer, or insurer thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of City while performing under the terms of this contract.

8. Assignment

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by terms of this Agreement.

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the Deputy Director of Public Utilities or such other person as he may designate in writing. Consultant shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Consultant in connection with this Agreement.

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Consultant shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Consultant shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

12. Ownership and Use of Documents

Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products produced by the Consultant and its Subcontractors and the City shall have royalty free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

Should the City elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the City will indemnify the Consultant and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original Consultant or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

13. Insurance

- A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.
- B. The contractor shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior *written* notice thereof to the City of Unalaska.
- C. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements.
- D. The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - 1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or

Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.

2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
 3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
 4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 5. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
 6. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
 7. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.

- F. All insurance policies as described above are required to be written on an “occurrence” basis. In the event occurrence coverage is not available, the contractor agrees to maintain “claims made” coverage for a minimum of two years after project completion.
- G. If the contractor employs subcontractors to perform any work hereunder, the contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

14. Claims Recovery

Claims by City resulting from Consultant’s failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage therefrom as soon as practicable and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the Consultant without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. Compliance with Applicable Laws

Consultant shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Consultant and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all

reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the consulting services of this Agreement relate.

18. Reporting of Progress and Inspection

Consultant agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Consultant's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

This agreement is effective for a period of three (3) years from the date first shown above. The agreement may be extended by the mutual written agreement of City and Consultant.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Consultant as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates, and reports prepared by the Consultant. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:
Tom Cohenour, DPW Director

To Consultant:
Brian Meissner, Principal Architect

City of Unalaska
Box 610
Unalaska, Alaska 99685

ECI Hyer, Inc.
3909 Arctic Boulevard, Suite 103
Anchorage, Alaska 99503

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

24. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

28. Entire Agreement/Modification

This agreement, including **Exhibits A-C**, and the Consultant's proposal dated **August 21, 2018 and September 17, 2018** constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

CONSULTANT: ECI HYER, INC.

CITY OF UNALASKA, ALASKA

By: _____
_____, Its _____

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged
before me on the ____ day of _____,
2018, by _____,
the _____ of
_____, a _____
Corporation, on behalf of the corporation.

Notary Public, State of Alaska
My Commission Expires _____

By: _____
Thomas Thomas, City Manager

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged
before me on the ____ day of _____,
2018, by Thomas Thomas, City Manager for
the City of Unalaska, a First Class Alaska
Municipal Corporation, on behalf of the City
of Unalaska.

Notary Public, State of Alaska
My Commission Expires _____

CITY OF UNALASKA

**EXHIBIT “A”
SCOPE OF SERVICES**

The Consultant will work with the City to complete the **Unalaska Public Library Improvements Project**,

In general accordance with the narrative work plan in the statement of qualifications dated **August 21, 2018** and the proposal dated **September 17, 2018** attached.

CITY OF UNALASKA

Unalaska Public Library Improvements

EXHIBIT “B”

CONTRACT SCHEDULE

Completion date is **March 15, 2019**.

CITY OF UNALASKA

**EXHIBIT “C”
FEE PROPOSAL**

Fee Proposal dated **September 17, 2018** attached.

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Marjie Veeder, City Clerk
Date: September 25, 2018
Re: Airport Restaurant Alcohol License, Application for Designation as a Restaurant

SUMMARY: A request was received from the State Alcohol and Marijuana Control Office (AMCO), within the Department of Commerce, Community and Economic Development, for the city's approval of a Restaurant Designation Permit Application submitted by the Airport Restaurant. Staff recommends approval of this application.

PREVIOUS COUNCIL ACTION: Council reviews alcohol license renewals, but this is the first restaurant designation permit application in recent memory.

DISCUSSION: AMCO supplied three documents, which are included with this memo:

1. Form AB-01: Transfer License Application. Tuyen & Tran Thuy Dinh, DBA Airport Restaurant & Lounge, applied to have their alcohol license transferred to Airport Restaurant, LLC, doing business as Airport Restaurant with a designated licensee as Tuyen Dinh. This transfer was approved by the Alcohol Control Board pending approval of the Application for Designation as a Restaurant (AB-03);
2. Form AB-02: Premises Design; and
3. Form AB-03: Restaurant Designation Permit Application.

Alaska Administrative Code 3AAC 304.725(d) states: "An application for a new designation of premises under this section will be approved by the board only if it is approved by the local governing body having jurisdiction over the area in which the licensed premises exists."

AMCO indicated the purpose of the restaurant designation is so that minors are allowed on the premises for the purposes of dining or employment and that the license is still a beverage dispensary tourism license. Further, AMCO indicated this alcohol license has always carried a restaurant designation and that this designation should have no effect on the City of Unalaska. The transfer of the license triggered the need for a new restaurant designation.

Unalaska's Department of Public Safety inspects the restaurant on a regular basis for compliance with the alcohol license, and their last inspection less than a year ago found only minor violations related to posting of signs and licenses. The inspection itself raised no concerns about the license being transferred, or a restaurant designation.

ALTERNATIVES: Council may choose to approve the restaurant designation or not.

FINANCIAL IMPLICATIONS: No financial implications anticipated with approving the restaurant designation. A loss of sales tax revenue may occur if the city does not approve the restaurant designation and the alcohol license is compromised.

LEGAL: None

STAFF RECOMMENDATION: Staff recommends approval of the AB-03 Restaurant Designation Permit Application.

PROPOSED MOTION: I move to authorize the City Manager to approve the Airport Restaurant's AB-03 Restaurant Designation Permit Application related to their alcohol license.

CITY MANAGER'S COMMENTS: I support the Staff Recommendation.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Tuyen & Tran Thuy Dinh	License #:	3759
License Type:	Beverage Dispensary-Tourism	Statutory Reference:	AS04.11.400(d)
Doing Business As:	Airport Restaurant & Lounge		
Premises Address:	Unalaska Airport Terminal		
City:	Unalaska	State:	AK
		ZIP:	99692
Local Governing Body:	City of Unalaska		

Transfer Type:

- ☒ Regular transfer
☐ Transfer with security interest
☐ Involuntary retransfer



OFFICE USE ONLY			
Complete Date:		Transaction #:	14777
Board Meeting Date:		License Years:	2017-18
Issue Date:		BRE:	SUS





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Airport Restaurant, LLC				
Doing Business As:	Airport Restaurant				
Premises Address:	Unalaska Airport Terminal				
City:	Unalaska	State:	Alaska	ZIP:	99692
Community Council:	None				

Mailing Address:	PO Box 921086				
City:	Dutch Harbor	State:	Alaska	ZIP:	99692

Designated Licensee:	Tuyen Dinh				
Contact Phone:	(907)581-6007	Business Phone:	(907)581-6007		
Contact Email:	airportrestaurantdh@gmail.com				

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building



The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

3 miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

3 miles



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Tuyen Dinh				
Title(s):	Member	Phone:	(907)581-6007	% Owned:	50%
Address:	PO Box 921086				
City:	Dutch Harbor	State:	Alaska	ZIP:	99692



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Thuy Tran Dinh				
Title(s):	Member	Phone:	(907)581-6007	% Owned:	50%
Address:	PO Box 921086				
City:	Dutch Harbor	State:	Alaska	ZIP:	99692

Entity Official:	Lisa Tran				
Title(s):	Manager	Phone:	(907)359-6006	% Owned:	0%
Address:	PO Box 921011				
City:	Dutch Harbor	State:	Alaska	ZIP:	99692

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

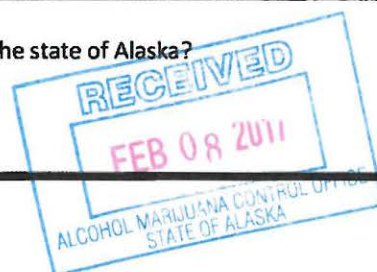
This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10033831	AK Formed Date:	12/3/2015	Home State:	Alaska
Registered Agent:	Lisa Tran	Agent's Phone:	(907)581-6007		
Agent's Mailing Address:	PO Box 921086				
City:	Dutch Harbor	State:	Alaska	ZIP:	99692

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

☐ ☒

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☒ ☐

If "Yes", disclose the name of the individual and the reason for this authorization:

Lisa Tran (manager)

DEC 27 2016



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

[Signature]
Signature of transferor

Thuy Thi Tran Dinh
Printed name of transferor

Subscribed and sworn to before me this 23 day of December, 2016.



Mayumi Cornwell
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: Feb. 8th 2018

[Signature]
Signature of transferor

Thuy Thi Tran Dinh
Printed name of transferor

Subscribed and sworn to before me this 16 day of August, 2018.



Mayumi Cornwell
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: Feb. 8th 2022





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application. TT

TD

I certify that all proposed licensees have been listed with the Division of Corporations. TT

TD

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. TT

TD

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465. TT

TD

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application. TT

TD

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Thi Thanh Dinh
Signature of transferee

THI THANH DINH, Tran + thi THUY DINH
Printed name

Subscribed and sworn to before me this 23 day of December, 2016.



Mayumi Cornwell
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: February 8th 2018



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	AIRPORT RESTAURANT, LLC	License Number:	3759
License Type:	Beverage Dispensary-Tourism		
Doing Business As:	AIRPORT RESTAURANT		
Premises Address:	300 AIRPORT TERMINAL		
City:	DUTCH HARBOR	State:	AK
		ZIP:	99692



Alaska Alcoholic Beverage Control Board

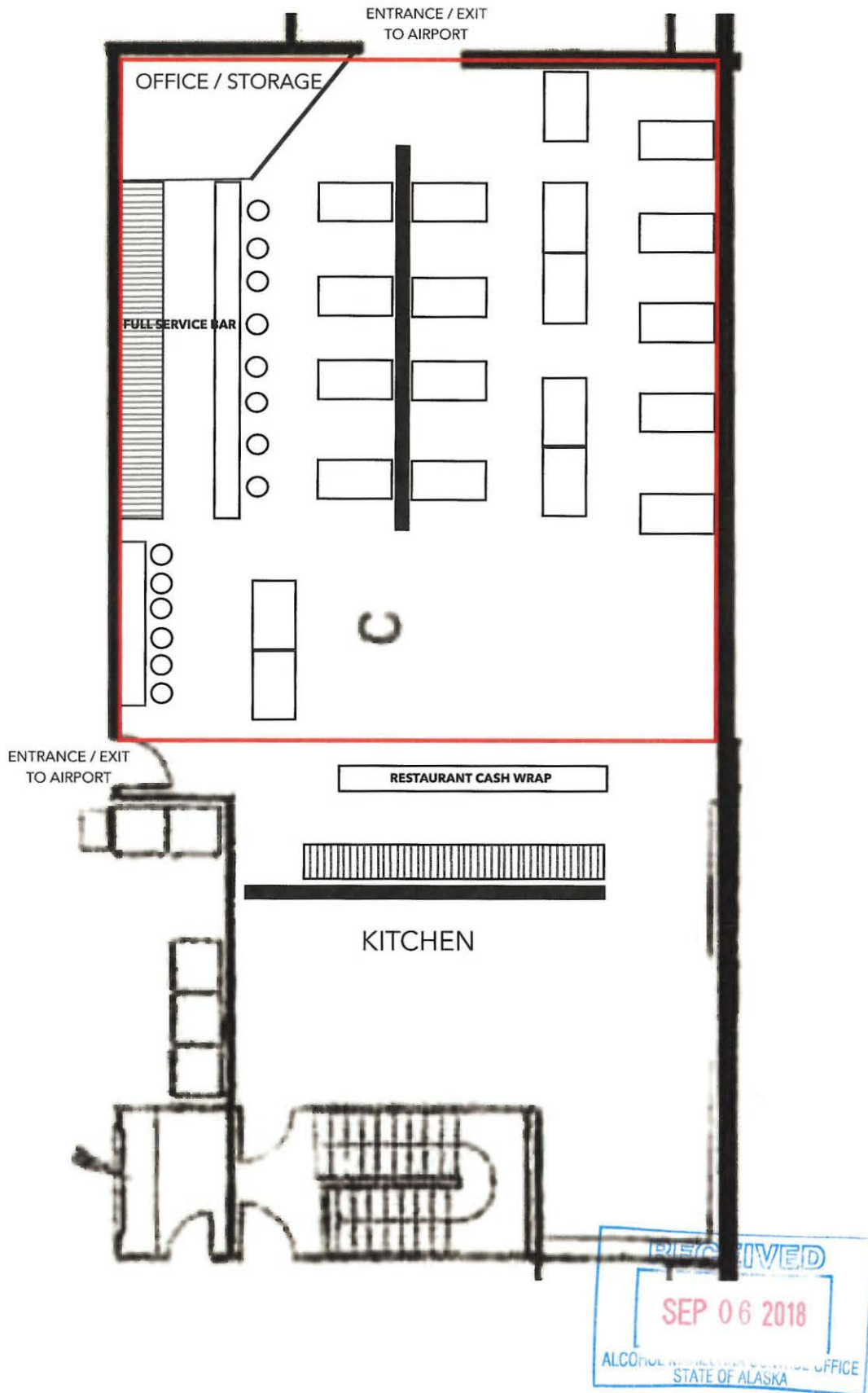
Form AB-02: Premises Diagram

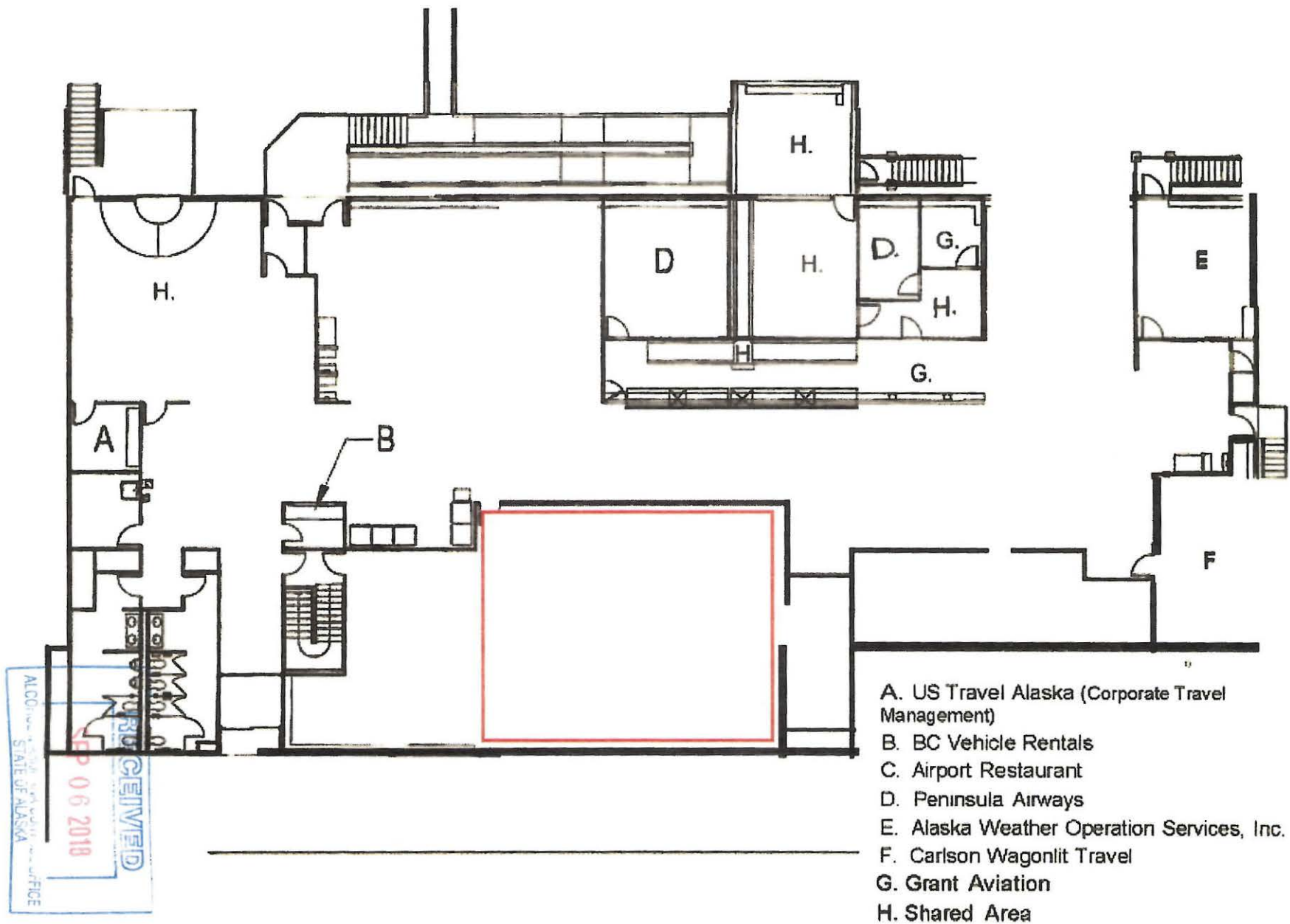
Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



AB-02







Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	AIRPORT RESTAURANT, LLC				
License Type:	BEVERAGE DISPENSARY-TOURISM	License Number:	3759		
Doing Business As:	AIRPORT RESTAURANT				
Premises Address:	UNALASKA AIRPORT TERMINAL				
City:	UNALASKA	State:	AK	ZIP:	99692
Contact Name:	LISA TRAN	Contact Phone:	9075816007		

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☐ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☐ Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.



OFFICE USE ONLY					
Issue Date:		Transaction #:	15112	BRE:	808



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

350 W 7th Avenue, Suite 1000
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY: 10AM - 9PM
FRIDAY, SATURDAY: 10AM - 10PM

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?



If "Yes", describe the entertainment offered or available:

Food and beverage service offered or anticipated is:



table service



buffet service



counter service



other

If "other", describe the manner of food and beverage service offered or anticipated:

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?



Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.



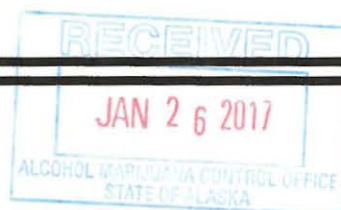


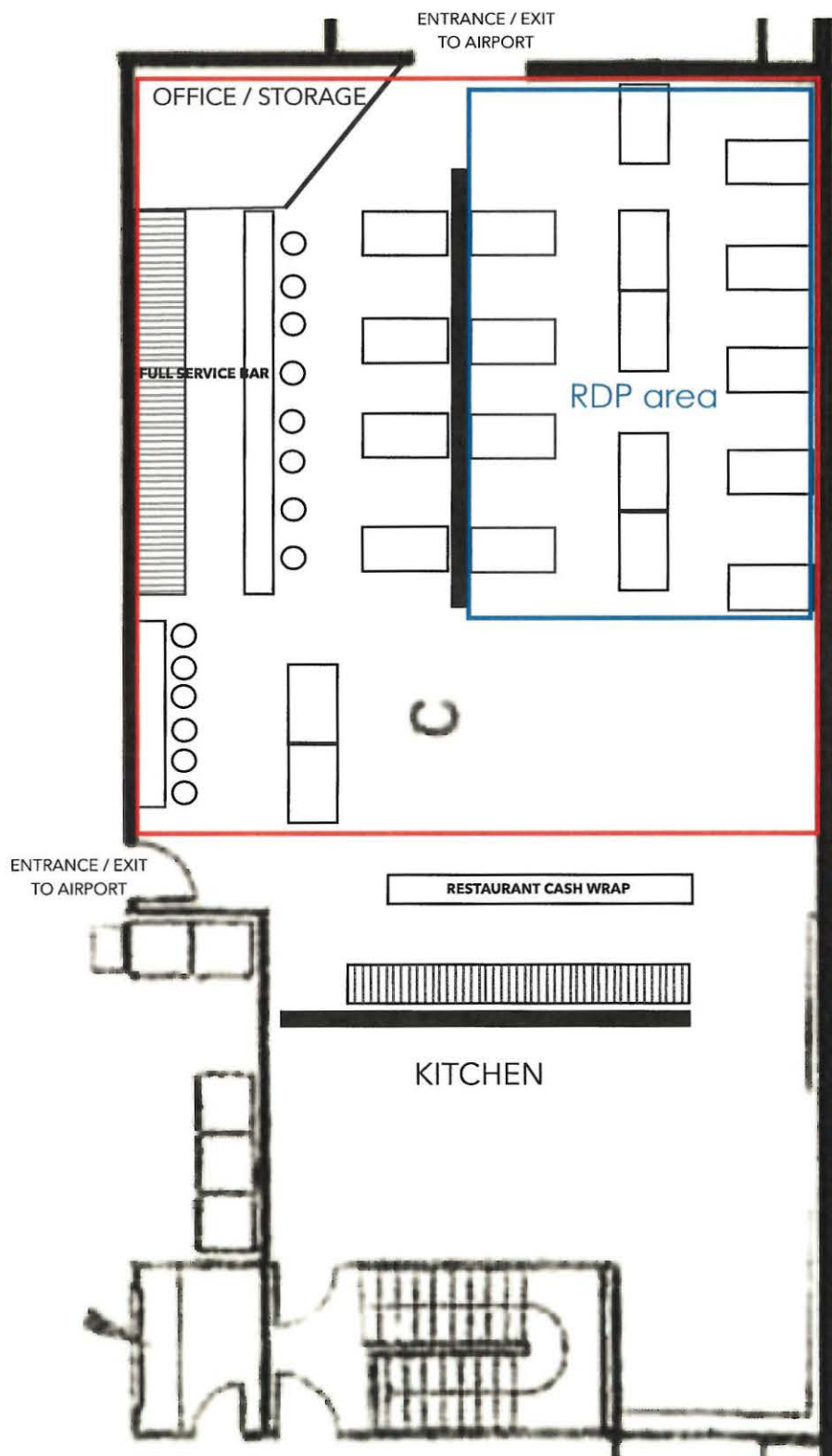
Alaska Alcoholic Beverage Control Board

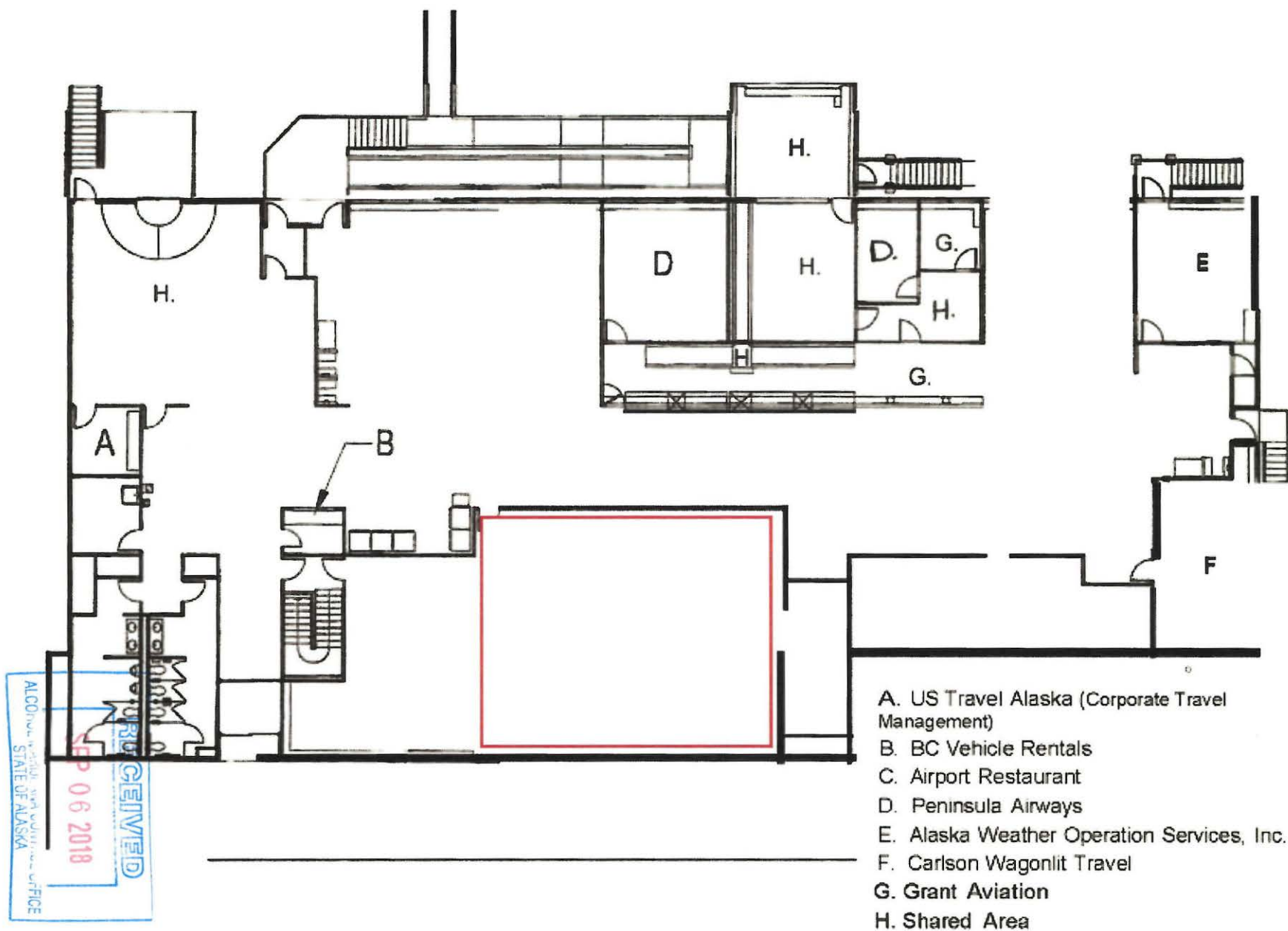
Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-01 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.









Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

330 W 7th Avenue, Suite 1000

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 5 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

TD

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

TD

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

TD

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

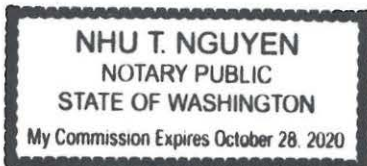
Signature of licensee

Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of WA

My commission expires: 10/28/2020



Subscribed and sworn to before me this 19th day of January, 2017.

Local Government Review (to be completed by an appropriate local government official):

Approved

Disapproved

☐☐

Signature of local government official

Date

Printed name of local government official

Title





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

550 W 7th Avenue, Suite 1000

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Approved Disapproved

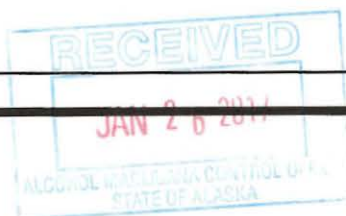
☐☐

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



Airport Restaurant and Lounge



We reserve the right to refuse service to anyone
15% gratuity will be applied to any party of seven or more
We accept all major cards

Dine In • Take Out • Catering Available

Eggs ham and cheese served on a sesame bun

2. Breakfast Sandwich



3. Ham, Bacon, or Sausage

Served with eggs, hash browns and toast



7. Steak and Eggs

3. Ham, Bacon, or Sausage

Served with eggs, hash browns and toast

10.95

4. Three Eggs Cheese Omelet

Served with hash browns and toast

10.95

5. Three Eggs Cheese Omelet with Meat

Served with hash browns and toast

Choice of ham, bacon or sausage, additional meat 1.95

10.95

6. Denver Omelet

A blend of chopped ham, onions and bell peppers served with hash browns and toast

11.95

7. Steak and Eggs

A Sirloin steak served with toast

12.95

Appetizers

8. Fried Potstickers

7.95

9. Onion Rings

5.95

10. Mozzarella Sticks

9.95

11. Jalapeno Poppers

10.95

12. B.B.Q Pork

10.95

13. Garlic Chicken Wings

11.95

14. Chicken Strips

10.95

15. Zingy Hot Wings

11.95

16. Crispy Chicken Nuggets

10.95

17. Deep Fried Prawns

14.95

18. Supreme Nachos

14.95

Topped with nacho cheese, beef, jalapenos, black olives, onions, guacamole, and sour cream

19. Airport Sampler Platter

25.95

Egg rolls, B.B.Q pork, fried prawns, beef skewers, and jalapeno poppers



15. Zingy Hot Wings



12. BBQ Pork



17. Deep Fried Prawns



19. Airport Sampler Platter

21. B.L.T Sandwich 10.95

Crispy bacon, lettuce, and tomatoes on toasted bread

22. Club House Sandwich 11.95

Turkey, bacon, ham, lettuce, tomatoes, with American and Swiss cheese on toasted bread

23. French Dip 10.95

Sliced Roast Beef on a toasted French bread served with a cup of Au Jus

24. Philly Cheese Sandwich 11.95

Sliced Roast Beef with sautéed mushrooms, green bell peppers, onions, and cheese with Au Jus

25. Fish 'N' Chips 14.95

Local Cod battered and deep fried with tartar sauce and lemon

21. B.L.T Sandwich



22. Club House Sandwich



23. French Dip

Hamburgers

An 8 oz. lean meat patty on a toasted sesame bun served with a side of lettuce, tomatoes, pickles, onions, and french fries.

26. Hawaiian Burger 11.95

Topped with ham and grilled pineapples tidbits

27. Classic Hamburger 9.95

28. Deluxe Cheese Burger 10.95

29. Bacon Cheese Burger 11.95

Topped with Bacon

30. Avocado Swiss Burger 11.95

With Swiss cheese and Guacamole

31. B.B.Q. Cheese Burger 10.95

With Swiss cheese, BBQ sauce, and grilled onions

32. Mushroom Burger 11.95

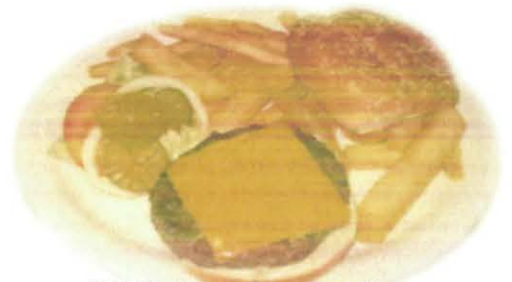
With fresh sautéed mushrooms

33. Spicy Cajun Burger 10.95

With Pepper jack Cheese and Spicy Cajun Sauce



29. Bacon Cheese Burger



28. Deluxe Cheese Burger



Topped with Swiss cheese

37. B.B.Q. Chicken Burger **10.95**

With Swiss cheese, grilled onions, and B.B.Q sauce

38. Spicy Cajun Chicken **10.95**

With Pepper Jack Cheese and Cajun sauce

39. Ranch Chicken Burger **10.95**

With Pepper Jack Cheese and drizzled with Ranch

40. Teriyaki Chicken Burger **11.95**

With grilled pineapple, Teriyaki Sauce, and Swiss cheese

41. Fried Chicken **14.95**

Served with French fries



38. Spicy Cajun Chicken



40. Teriyaki Chicken Burger



41. Deep Fried Chicken

Rice Entrees

All dishes served with a side of steamed white rice
Substitute fried rice at an additional cost

42. Mongolian Beef **14.95**

43. Broccoli Beef or Chicken **14.95**

44. Garden Vegetables **14.95**
with Beef or Chicken

45. Sweet & Sour Pork **14.95**

46. Kung Pao Chicken or Beef **14.95**

47. General Tso's Chicken **14.95**

48. Mongolian Chicken **14.95**

50. Sweet & Sour Chicken **14.95**

51. Shrimp with Broccoli **16.95**

52. Triple Delight **20.95**

Squid, shrimp, fish meatballs sautéed with garden



43. Broccoli Beef



47. General Tso's Chicken



48. Mongolian Chicken



62. Special Combination Noodle B.B.Q. Pork, Shrimp, and Wonton with Egg Noodles	-----	13.95	15.95
63. House Special Soup (Mi Dac Biet) Shrimp, Wontons, and Squid with Egg Noodles	-----	13.95	15.95
64. Seafood Noodle Soup Shrimp, Squid, and Fish Balls with Egg Noodles	-----	13.95	15.95
65. Wonton Soup	5.95	10.95	13.95
66. Hot and Sour Soup	6.95	10.95	13.95
67. Egg Flower Soup	6.95	10.95	13.95



2. Special Combination Soup



61. Beef Noodle Soup



64. Seafood Noodle Soup



65. Wonton Soup

Vietnamese Cuisine

53. Edamame	7.95
54. Fried Egg Rolls	7.95
55. Spring Rolls Rice vermicelli, shrimp and BBQ pork with assorted greens wrapped in rice paper	7.95
56. Airport Surfs Sandwich Grilled BBQ pork served with fresh greens on French bread roll with a side of chicken soup	10.95
57. Pad Thai Rice noodles stir-fried with shrimp and chicken	15.95
58. Rice Vermicelli Bowl Grilled shrimp and pork topped with greens, and peanuts; additional shrimp or pork \$1.95	15.95
59. B.B.Q. Pork and fried eggs Served over steamed rice	15.95
60. B.B.Q. Beef Short Ribs Served over steamed rice	15.95
49. B.B.Q. Teriyaki Chicken Served over steamed rice	15.95



53. Edamame



54. Fried Egg Rolls



55. Spring Rolls



58. Rice Vermicelli Bowl



69. Shrimp chow Mein

69. Shrimp Chow Mein 15.95

70. Beef Chow Mein 14.95

71. Chicken Chow Mein 14.95

72. Airport Chow Mein 14.95
Combination of chicken, shrimp, and BBQ pork

70. Beef Chow Mein

Fried Rice

73. B.B.Q Pork Fried Rice 14.95

74. Chicken Fried Rice 14.95

75. Beef Fried Rice 14.95

76. Shrimp Fried Rice 14.95

77. Shrimp with Chinese's Sausage 14.95

78. Airport Fried Rice 14.95
Chicken, Shrimp, and Chinese Sausage

73. B.B.Q. Pork Fried Rice

74. Chicken Fried Rice

Combination Dinners

Served with an Egg roll and your choice of steamed rice or fried rice

1. Sweet & Sour Pork and Mongolian Beef 21.95

2. Sweet & Sour Chicken and Mongolian Beef 21.95

3. Mongolian Chicken and Kung Pao Shrimp 23.95

4. Sweet & Sour Shrimp and Kung Pao Chicken 23.95

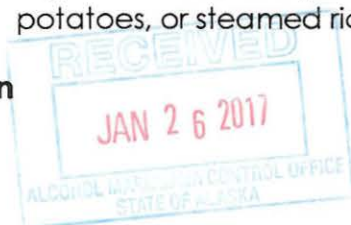
Sweet & Sour Pork and Mongolian Beef
Combination Dinner

Dinner Entrees

Served with a house salad, garlic bread, and your choice of French fries, mashed potatoes, or steamed rice.

79. Deep Fried Chicken 16.95

81. Fish and Chips 16.95



Fried Whole Pampano
Fried Whole Milkfish

Seasonal Price
Seasonal Price

Sautéed Salt & Pepper Prawns 28.00
 Jumbo Black Tiger Shrimp lightly breaded, deep fried and sautéed with garlic and onions

Grilled Quail (Chim Cuc) 28.00
 Whole Quail accented with a cilantro and ginger sauce lightly fried and sautéed in garlic
Seasonal Item, please ask your waitress for details

Crispy Chow Mein Platter 28.00
 Chow Mein noodles fried crispy topped with a variety of garden vegetables and seafood

Sautéed Mussels 28.00
 Mussels shell-on sautéed in an oyster sauce
Seasonal Item, please ask your waitress for details

Chicken Feet Salad (Goi chan ga) 28.00
 Boneless chicken feet tossed with daikon, carrots, and lotus sprouts, served with a prepared fish sauce

Lechón 15.00
 Pork belly seasoned, fried crispy, served sliced

Sashimi Platter sm 30.00/ lg 50.00
 Sashimi grade Octopus, Ahi Tuna, and Salmon
 Served with seasoned seaweed paper

Ahi Poki Boats 50.00
 Ahi Tuna cubes tossed in a seaweed salad

Crispy Salt & Pepper Calamari 28.00
 Squid lightly coated in a salt and pepper batter, deep fried and sautéed in garlic and onions

B.B.Q. Peking Duck half 30.00/ whole 50.00
 Succulent duck basted in a traditional secret house recipe sauce slow roasted to perfection
Seasonal Item, please ask your waitress for details



Fried Whole Tilapia



Large Sashimi Platter



Crispy Chow Mein Platter



Lechón



Crispy Salt & Pepper Calamari



Ahi Poki Boats



Sautéed Salt & Pepper Prawns



Side Orders

Steamed Rice

Small / Large

\$2.00 / \$3.00

Desserts

When available

Small / Large

Please ask waitress

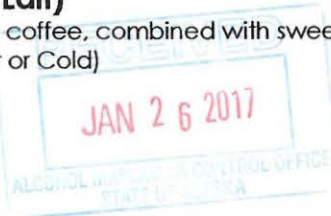
\$2.50

Four Toppings	18.00	24.00	29.00	35.00
83. Vegetable Special Mushrooms, Green Peppers, Onions, Black Olives, and diced Tomatoes	20.00	23.00	25.00	28.00
84. Meat Lover's Special Pepperoni, Sausage, Canadian bacon, and Hamburger	21.00	25.00	28.00	31.00
85. House Special Pepperoni, Sausage, Canadian bacon, Green Peppers, Black Olives and Mushrooms	21.00	25.00	28.00	31.00
86. Airport Special Pepperoni, Sausage, Canadian bacon, Green Pepper, Black Olives, Diced tomatoes and Mushrooms	22.00	26.00	29.00	32.00
87. Jumbo Jet Special Topped with all 12 pizza toppings listed	23.95	27.95	31.95	35.95
Extra Toppings	2.00	3.00	4.00	5.00
Anchovies	Black Olives	Pineapple	Diced Tomatoes	
Green Peppers	Jalapeno	Onions	Italian Sausage	
Hamburger	Mushrooms	Pepperoni	Canadian bacon	



Beverages

Coffee with an order of food	1.95
Milk	1.95 / \$2.50
Hot Chocolate	\$1.95
Hot or Iced Tea	\$1.50
Shirley Temple and other Non-alcoholic mixed drinks	\$3.50
Chilled Juices	\$1.95 / \$2.50
Orange Juice, Fruit Punch, or Cranberry Juice	
Soda Pop	\$1.95
Coke, Pepsi, Diet Coke, Diet Pepsi, 7-up, Mt. Dew, Root beer, Dr. Pepper, and Orange Soda	
One free refill on fountain drinks only	
Café Sua Da (Café Au Lait)	\$5.00
Slow drip French roast coffee, combined with sweetened condensed milk Vietnamese Style (Hot or Cold)	





August 13, 2018

TO: Alaska Municipal League (AML) Members
FROM: Betty Svensson, Deputy Director
RE: Official Notice of the AML Annual Business Meeting
2018 AML Local Government Conference Registration Form
2018 AML Awards of Excellence

ALASKA * MUNICIPAL * LEAGUE
Annual Local Government Conference
November 12-16, 2018 | Anchorage

The Alaska Municipal League will hold its 68th Annual Local Government Conference November 12-16, 2018.

The Annual Conference provides an excellent opportunity to connect with colleagues, learn more about local government issues, and discuss priorities. It is a chance to refresh our connections with one another, and renew our commitment to local government. If you're recently elected or new to local government, be sure to come early for the Newly Elected Officials Training.

Enclosed is the registration form for the 2018 AML Annual Local Government Conference and Newly Elected Officials (NEO) Training. Please distribute the form to all interested parties. Online registration will be available soon at www.akml.org.

The AML Annual Business Meeting will convene at the Hotel Captain Cook in Anchorage, Alaska at 9:00 am on Friday, November 16, 2018 as part of the 68th Annual Local Government Conference. Major agenda items include adoption of the 2019 Resolutions, Priorities and Position Statements and elections of AML Board of Directors for the upcoming year. Only delegates from member municipalities in good standing (FY2019 dues paid) are eligible to vote.

The AML & NEO registration form must be returned by October 12th to receive the early registration rates. After October 12th a \$50 fee **will be added per person**. This deadline for early registration falls close to many municipal elections. To reserve a registration for a **vacant** position at the early registration fee, use the **position title** for the person's name (i.e. "Mayor" or "Assembly/ Council Member"). As soon as your election results are certified, be sure to notify the AML office of the proper name for each unnamed registration.

Also enclosed you will find an application form for the 23rd Annual Awards of Excellence. Do you know someone in your municipality who deserves recognition? Send your nomination and give AML the opportunity to recognize their dedication to local government.

If you have any questions regarding the upcoming conference, please call the AML office at 586-1325. Hope to see you in Anchorage!

Conference Registration



ALASKA ★ MUNICIPAL ★ LEAGUE

**Annual Local Government Conference
November 12-16, 2018 | Anchorage**

The Hotel Captain Cook ~ Anchorage, AK

#AML2018

Alaska Municipal League

AML's annual conference is an opportunity for members to renew friendships, strengthen partnerships and work together in the public interest. It is also an important venue for companies and organizations, as well as state and federal officials, to connect with community leaders. We hope you'll join us, and that you bring new and fresh perspectives to the table so that together we can strengthen Alaska's municipalities.

Conference Fees

Member rates apply to elected officials and staff from municipalities as well as Affiliate & Associate member organizations who are 2018 dues paying members. You may register by mail or online at www.akml.org. Register by October 12, 2018 and save!

Elections

The deadline for early registration falls close to many municipal elections. To reserve a registration for a vacant position at the early registration fee, use the position title for the person's name (i.e. "Mayor" or "Assembly/Council Member"). As soon as election results are certified, be sure to notify the AML office of the proper name for each unnamed delegate.

Municipal Policy

An important part of the Annual Local Government Conference is to discuss and approve the 2019 AML Legislative Priorities, Position Statements and Resolutions on key legislative issues. AML members are invited to comment on and/or propose Resolutions. Please see the complete resolution submission & position statement guidelines on the AML website at www.akml.org. The process is completed at the 68th Annual Business Meeting where the membership will review and adopt the 2019 documents.

Training & Networking

AML provides the best training in the state on issues facing municipal leaders. The Annual Conference offers excellent networking opportunities. Preconference events for AML Affiliate Associations begin Sunday, November 11, 2018. Affiliate Associations require a separate fee and registration. Please contact the appropriate person listed below.

Affiliate Pre-Conference Events & Contacts

Sunday - Tuesday
Nov. 11 - 13, 2018

Alaska Association of
Municipal Clerks
Shellie Saner, MMC
AAMC President
ssaner@soldotna.org
www.alaskaclerks.org

Monday & Tuesday
Nov. 12 & 13, 2018

Alaska Association of Assessing
Officers
Marty McGee, AAAO President
marty.mcgee@alaska.gov

Alaska Government Finance
Officers Association
Ryan S. Williams, AGFOA President
ryan.williams@alaska.gov

Alaska Municipal Attorneys
Association
Paul J. Ewers, AMAA President
pewers@fairbanks.us

Alaska Municipal Management
Association
Betty Svensson, AML Deputy Director
betty@akml.org

Tuesday
Nov. 14, 2017

Alaska Conference of Mayors
Betty Svensson
AML Deputy Director
betty@akml.org

Check our website
often for updates
@ www.akml.org

Hotel & Travel Information

Hotel

The Hotel Captain Cook
939 W. 5th Avenue
Anchorage, AK 99501
Phone: (907) 276-6000
Toll Free: 1-800-843-1950



RATE**: Single/Dbl: **\$105/night**

***does not include 12% occupancy tax*

To receive the conference rates above you must mention **AML2018** when registering.
Rates guaranteed until October 13, 2018.

Rental Cars

Hertz Rental Car is offering AML discounted rates during the Annual Conference. Call: **1-800-654-2240** or book online at Hertz.com Code: **CV# 022Q9166**
Please visit www.akml.org for a complete list of rates.

Airlines

Alaska Airlines: A 7% discount is available on all regular Alaska Airlines fares to Anchorage.

- Go online to www.alaskaair.com and use the discount code **ECMZ882** when searching for flights or
- Call the Alaska Airlines Group Reservation Desk: **1-800-445-4435** and use the same code **ECMZ882**.
A \$15.00 ticketing fee will apply for bookings made by calling Group Reservation Desk.
Visit www.akml.org for details.



ALASKA MUNICIPAL LEAGUE
Annual Local Government Conference
November 12-16, 2018 | Anchorage

Alaska Municipal League

Newly Elected Officials

Building a solid leadership foundation begins with AML's Newly Elected Officials (NEO) Seminar. It is one of Alaska's most highly regarded training programs for local leaders. Officials who would like a refresher course and those who are newly elected to office are invited to attend.

The NEO Seminar takes place on Monday & Tuesday, November 12 & 13, starting at 9:00 a.m. A separate registration fee is required. A \$50 discount is offered for NEO participants who also attend the Local Government Conference.

Monday & Tuesday, Nov. 12 & 13, 2018

Newly Elected Officials (NEO) Training

- Roles and Responsibilities of Municipal Officials
- Budget and Governmental Accounting
- Lobbying
- Local Tax Policy in Alaska
- Open Meetings Act
- Quasi-Judicial Role and Ex Parte Contact
- Ethics and Conflicts of Interest
- Parliamentary Procedures and Conducting Effective Meetings

Annual Conference

This annual convening brings refreshing insight and perspectives, and helps AML develop priorities for the coming year that reflect the public interest.

Wednesday, Nov. 14, 2018

- All Day - Registration & Exhibits
- Opening Session
- Opening Day Luncheon & Keynote
- Day One Workshops I, II
- Welcome Reception

Thursday, Nov. 15 2018

- All Day - Registration & Exhibits
- Day Two Workshops III, IV, V, VI
- Day Two Luncheon
- AML President's Reception, ACoM Silent Auction & Presentations of Awards

Friday, Nov. 16, 2018

- Board of Directors Elections
- Annual Business Meeting
Adoption of Resolutions, Priorities & Position Statements

Renew - Refresh

2018 CONFERENCE REGISTRATION

Conference Fees

\$50.00 discount with joint Conference & NEO registration.

AML Member*

AML Conference ____\$300

Newly Elected

Officials (NEO) ____\$250

AML Conference &
NEO ____\$500

One Day Attendance:

Wednesday ____\$150

Thursday ____\$150

Friday ____\$100

After 10/12/18 ____\$50

TOTAL \$ ____

AML Non-Member*

AML Conference ____\$400

Newly Elected

Officials (NEO) ____\$325

AML Conference &
NEO ____\$675

One Day Attendance:

Wednesday ____\$200

Thursday ____\$200

Friday ____\$150

After 10/12/18 ____\$50

TOTAL \$ ____

ANY SPECIAL DIETARY NEEDS?

Visit: WWW.AKML.ORG

To Register & Pay Online By Credit Card

Return Registration Form To:

MAIL: Alaska Municipal League
One Sealaska Plaza., Ste. 200,
Juneau, AK 99801

or FAX: (907) 463-5480

Delegate Information

(Please Copy and Attach Additional Forms for Multiple Attendees)

Delegate Name

Name to Appear on Badge

Municipality/Organization

Title

Preferred E-mail Address (contact reasons only)

Billing/Credit Card Information

Name & Title

Address

City, State, Zip

Telephone

Card Number

Exp. Date: _____ CVC# _____

Cancellation Policy

Cancellations or changes must be made in writing and received by mail, email or fax no later than **Friday, October 26, 2018**. No refunds will be made for "no-shows" or cancellations after this date. "No-shows" will be billed for the full amount. AML cannot be responsible for cancellations due to weather. If you have any questions, please contact Betty Svensson at (907) 586-1325 or betty@akml.org.

**Member Rates apply to employees and local officials of member municipalities, and to AML Affiliate and Associate organizations including AMLIP members.*



Monday, November 12

Concurrent meetings

- Newly Elected Officials Training
- Alaska Municipal Attorneys Association
- Alaska Association of Assessing Officers
- Alaska Government Finance Officers Association
- Alaska Association of Municipal Clerks
- Alaska Municipal Managers Association

Tuesday, November 13

Concurrent meetings

- Newly Elected Officials Training
- Alaska Conference of Mayors
- Alaska Municipal Attorneys Association
- Alaska Association of Assessing Officers
- Alaska Government Finance Officers Association
- Alaska Association of Municipal Clerks
- Alaska Municipal Managers Association

5:00 pm **Mayors' Reception**

Wednesday, November 14

7:00 am Registration opens (early registration Tuesday afternoon)

7:30 am **Breakfast – Sponsored by AMLIP**

- **AMLIP Business Meeting**

9:00 am Opening Session

- Welcome – **Pat Branson**, Board President, Alaska Municipal League (*confirmed*)
- Welcome – **Ethan Berkowitz**, Mayor, Municipality of Anchorage (*invited*)
- Conference Announcements – **Nils Andreassen**, Executive Director, AML (*confirmed*)
- **Affiliate reports**
 - Mayor **Jan Hill**, Conference of Mayors
 - **Jim Williams**, Alaska Municipal Managers Association
 - Alaska Association of Municipal Clerks
 - **Ryan Williams**, Alaska Government Finance Officers Association (*confirmed*)
 - **Paul Ewers**, President, Alaska Municipal Attorneys Association (*confirmed*)

9:40 am **Maximizing Local Self-Government**

- Lieutenant Governor **Byron Mallott**, State of Alaska (*confirmed*)



10:10 am

State of the State

Civic leaders will speak to the economic, social and overall health of Alaska.

- **Curtis Thayer**, President and CEO, Alaska Chamber of Commerce (*confirmed*)
- **Dr. Karen Gaborik**, Superintendent of the Year; Superintendent, Fairbanks North Star Borough School District (*confirmed*)
- **Julie Kitka**, Alaska Federation of Natives (*confirmed*)
- **Ray Gillespie**, AML lobbyist (*confirmed*)

11:45 am

Lunch and Panel Discussion

Introduction by **Pat Branson**, President, Alaska Municipal League (*confirmed*)

- Commissioner **Mike Navarre**, Department of Commerce, Community and Economic Development (*tentative*)
- Commissioner **Sheldon Fischer**, Department of Revenue (*confirmed*)
- Commissioner **Leslie Ridle**, Department of Administration (*confirmed*)
- Commissioner **Marc Luiken**, Department of Transportation & Public Facilities (*tentative*)
- **Janet Reiser**, Alaska Energy Authority (*confirmed*)

1:15 pm

Concurrent Sessions

- **Cybersecurity Risk and Protection**

The threat of hacking, a virus or malware has never been more visceral than now. With attacks and disruptions in Mat-Su and Valdez, as well as during elections, this session will explore potential impacts and how to keep local governments safe.

Moderated by **Kevin Smith**, Executive Director, AMLJIA (*confirmed*)

- **Tom Wilder**, Protective Security Advisor, Department of Homeland Security (*confirmed*)
- **Cesar Rodgers**, Deep Tree Consulting (*confirmed*)
- **Elke Doom**, City Manager, City of Valdez (*invited*)
- **John Moosey**, City Manager, Mat-Su Borough (*confirmed*)

- **Revenue Options for the State of Alaska**

While the past four years have focused on budget cuts to State agencies, including negative impacts to municipalities, 2019 must be the year to focus on increasing State revenue. This session will explore revenue options and preferences, as well as potential pathways.

- **Ken Alper**, Division of Tax, Department of Revenue (*confirmed*)
- **Pat Pitney**, Office of Management and Budget (*confirmed*)
- **Larry Persily**, unaffiliated (*confirmed*)

- **Best Practices for Contracting Professional Services**

Panelists will discuss project development and how to develop a clear scope of work, put together an effective Request for Proposals, develop relevant scoring criteria, review proposals for professional services, make use of term contracts, and decide which type of contract payment method makes the most sense for your project.

Moderated by:

- **Andrea Story**, CPSM, Vice President of Marketing and Business Development, R&M Consultants (*confirmed*)
- **Chris Miller**, PE, Design Alaska, Alaska Professional Design Council (*confirmed*)
- **Strategic Energy Management Programs Improve Operations and Maintenance**
AHFC will deliver presentations related to benchmarking, energy audits, building monitoring, and technical assistance. Outcomes from the session should be ways to save money, build capacity and strengthen energy efficiency in your community.
 - **Laura Tellez**, Energy Specialist, Alaska Housing Finance Corporation (*confirmed*)
 - **Michael Spencer**, Energy Specialist, Alaska Housing Finance Corporation (*confirmed*)
 - **Tyler Boyes**, Energy Specialist, Alaska Housing Finance Corporation (*confirmed*)

2:30 pm Networking Break in Exhibit Hall

3:00 pm Concurrent Sessions

- **A Responsible Municipal Fiscal Policy**
Municipalities are faced with tough financial decisions each year, which require them to balance short term needs with long term sustainability. Panelists will identify keys to success and ways in which municipalities can work to meet that balance.
 - **Jay Sweeney**, Finance Director, City and Borough of Sitka (*confirmed*)
 - **Ajay Desai**, Division Director, Department of Administration (*tentative*)
 - **Max Mertz**, Principal, Mertz Accounting (*confirmed*)
- **Ensuring a Successful Census**
While Alaska prepares for the 2020 census, many communities might be concerned about changes in population and what that might mean for program and funding decisions at the state and federal level. This session will address those concerns, and provide information about why participation is so important.
 - **Gabriel Layman**, General Counsel, Cook Inlet Tribal Housing (*confirmed*)
 - **Fred Parady**, Deputy Commissioner, DCCED (*confirmed*)
- **Increasing Crime Trends and Municipal Impact**
Public safety is an essential government role that deserves attention, change and investment. Speakers will share where we're at, what to watch for, and ways that municipalities and the state can improve and address crime.
 - Captain **Mike Duxbury**, Alaska State Troopers (*invited*)
 - Special Agent **Jolene Goeden**, Violent Crimes Supervisor, FBI (*confirmed*)
 - Special Agent **Michael Root**, US DEA (*invited*)
 - **Adam Rutherford**, Chief Mental Health Officer, DOC (*invited*)
 - Deputy Commissioner **Bill Comer**, Department of Public Safety (*confirmed*)
- **Local Government Adaptation to Climate Change Impacts in Alaska**
Rapid climate change is threatening local communities. What can and should be done to understand and prepare for the threats to communities including safety, public infrastructure (including schools, housing and utilities), and ecosystem? A

panel of experts will highlight what is currently being done and what more needs to be accomplished to increase resilience and respond to impacts and opportunities.

Moderated by **Jim Powell**, University of Alaska Southeast (*confirmed*)

- **Jimmy Fox**, Fairbanks North Star Borough, Sustainability Commission (*invited*)
- **Jack Hebert**, Cold Climate Housing Research Center (*invited*)
- **Nikoosh Carlo**, Office of the Governor (*invited*)

4:30 pm

Committee Meetings

- **Resolution Committee** – review of and certify member resolutions
 - Chaired by **Tim Navarre**, Acting First Vice President, AML Board of Directors
- **Legislative Position Committee** – review and finalize position statement
 - Chaired by **Pat Branson**, President, AML Board of Directors
- **Nominating Committee** – review and finalize candidate slates
 - Chaired by **Pat Branson**, President, AML Board of Directors
- **Cruise Port Community Update** – work session to report on and share cruise ship information
 - Chaired by **Rorie Watt**, Manager, City and Borough of Juneau (*confirmed*)

6:00 pm

Welcome Reception – **Community Block Party**

Communities should plan to contribute a little bit of home – bring materials, information and other things to share with attendees. A fun evening with Alaska communities.

Thursday, November 15

7:00 am

Registration opens

7:30 am

Breakfast – Sponsored by AMLJIA

- **AMLJIA Business Meeting**

8:30 am

General Session – **Online Sales Tax**

There are many questions related to the recent Wayfair case, which leave Alaska municipalities trying to understand and make decisions about online sales taxes. This session will provide as many answers as are known and describe the path forward.

- **Brooks Chandler**, Alaska Municipal Attorneys Association (*confirmed*)

9:15 am

Concurrent Sessions

- **Homelessness and Housing**

One of the perennial challenges in many Alaska communities is the lack of (affordable) housing and the trends related to homelessness. The reality is that Alaskans are working to address both, and this session will describe what's being done, and what work there's left to do.

- **Bryan Butcher**, Council on Homelessness (*confirmed*)
- **State of Alaska Program Briefs**



State agency staff will make brief presentations related to a number of important programs that impact municipalities, ranging from APOC updates to alcohol and marijuana. The session will be fast-paced with time for Q&A at the end.

- **Ethics and Lobbying**
 - **Madeline Scholl**, Public Official Financial Disclosure Paralegal, Alaska Public Offices Commission (*confirmed*)
- **Alcohol Statute and Change, Marijuana Regulations**
 - **Jedediah Smith**, Alcohol and Marijuana Control Office (*confirmed*)
- **Property Tax Administration Changes in Staff and Systems**
 - **Marty McGee**, Division of Community and Regional Affairs (*confirmed*)
- **Managing Growth and Infrastructure Improvements**

A reduced or absent capital budget has meant that many communities are falling behind in maintenance of and improvements to infrastructure. Speakers will describe the challenges they are facing – from growth to glaring needs – and ways in which municipalities can address the looming infrastructure gap.

 - **Steve Ribuffo**, Port of Anchorage (*confirmed*)
 - **Dan O'Hara**, Mayor, Bristol Bay Borough (*confirmed*)
 - **Gordon Brower**, North Slope Borough (*confirmed*)
 - **Greg Kinney and David Gomez**, Alaska Section, American Society of Civil Engineers (*confirmed*)
- **Regional and Community Sanitation Planning**

ANTHC has recently embarked on creating regional and community plans of sanitation improvements in rural Alaska. These plans are being put together with the involvement of the regional and statewide partners interested in improving sanitation in the more challenging areas of the State.

 - **David Beveridge**, Alaska Native Tribal Health Consortium (*confirmed*)

10:30 am Networking Break

10:45 am Concurrent Sessions

- **Effective Economic Development Strategies**

Economic development at a local and regional level is an important responsibility of many municipalities. Learn about how some regions of the state are approaching the planning necessary to effect economic growth and diversification.

 - **Robert Venables**, Southeast Conference (*tentative*)
 - **Brittney Cioni-Haywood**, Division of Economic Development (*tentative*)
 - **Wanetta Ayers**, Prince William Sound Economic Development District (*confirmed*)
 - **Chris Schutte**, Director, Community and Economic Development, Municipality of Anchorage (*invited*)
- **Municipal Innovation**

Across the country municipalities are turning to data and new processes to design innovative approaches to local government. These speakers will highlight a number of examples that are being tried and tested in Alaska, as well as across the nation.



- **Ben Matheson**, Data Analyst, Municipality of Anchorage (*confirmed*)
- **Cheryl Burnett**, Director, Counties Solution and Innovation, National Association of Counties (*confirmed*)
- **Margo Fliss**, Center for Economic Development, UAA Business Enterprise Institute (*confirmed*)
- **PILT update**
AML works with the National Association of Counties (NACo) to advocate for full funding of and positive changes to federal Payment-In-Lieu-of-Taxes (PILT) funding. Alaskans recently traveled to DC to assist in this advocacy and will report out on the process and potential outcomes.
 - **John Quick**, City Manager, Kenai Peninsula Borough (*confirmed*)
 - Mayor **David Landis**, Ketchikan Gateway Borough (*confirmed*)
- **Alaska Funders' Forum**
Access to funding for projects and programs is essential for municipal health. Speakers will highlight their unique attributes, what might be available to municipalities, and the planning necessary to be an effective advocate.
 - **Diane Kaplan**, Rasmuson Foundation (*confirmed*)
 - **Mike Abbott**, Alaska Mental Health Trust Authority (*confirmed*)
 - **Katherine Eldemar**, Division of Community and Regional Affairs (*invited*)
 - **John Torgerson**, Denali Commission (*confirmed*)
 - **Nina Kemppe**, Alaska Community Foundation (*invited*)

12:00 pm Lunch and Speaker

Smart Cities and Innovation

Introduced by **Tina Pidgeon**, Executive Vice President, GCI (*invited*)

- **Juri Laurilla**, Arctic Smartness Oy, Finland (*confirmed*)

1:00 pm

AML Program Services

- **Alaska Municipal League Investment Pool** – beyond the bank, AMLIP delivers short term investment returns for easy municipal access
 - **Blake Phillips**, AMLIP; Alaska Permanent Capital Management (*confirmed*)
- **AML Joint Insurance Association** – AML's flagship service, providing member municipalities savings and risk management
 - **Kevin Smith**, AML Joint Insurance Association (*confirmed*)

1:30 pm

AML Membership Announcements

- **Resolution Committee** – update to members on resolutions submitted
- **Legislative Position Committee** – update to members on 2019 Position Statement
- **Nominating Committee** – update to members on slate of candidates
- **Board Candidates** – candidate intros

2:00 pm

Networking Break and Exhibitor Drawing



- 2:30 pm **At a National Level: Agency Updates and Federal Advocacy**
Federal agencies and congressional staff will speak to priorities at the federal level, anticipated changes, and potential impacts to Alaska municipalities.
- **Colleen Bickford**, State Director, Housing and Urban Development (*invited*)
 - **Joseph Balash**, Department of Interior (*confirmed*)
 - **Chris Hladick**, Environmental Protection Agency (*invited*)
 - **Jerry Ward**, USDA Rural Development (*tentative*)
- 4:30 pm Adjourn
- 5:30 pm **President's Reception**
- **ACoM auction** – mayors from across the state have donated special items from their communities for AML conference attendees to bid on, with funds raised in support of the ACoM mission
 - **Municipal Awards** – help us celebrate municipal leadership with awards for service and excellence

Friday, November 16

- 8:00 am **Breakfast – Associate Recognition**
AML's Associate Program brings partners together from the private, public, civic and academic sector in support of Alaska's municipal governments.
- 8:30 am **Elections**
Vote for new board members, and AML's First and Second Vice President
- 9:00 am **Annual Meeting**
Members vote to amend or approve the 2019 Position Statement and Resolutions
- 11:00 am **Adjourn Annual Conference**
Attendees travel home
- 12:00 pm **Lunch and Board Organizational Meeting**
Incoming and current board members should stay for this organizational meeting and to develop an implementation plan for AML priorities
- 1:00 pm **Legislative Position Committee meeting**
Incoming and current board members will review the finalized resolutions and position statement to develop a legislative strategy.
- 2:30 pm **Adjourn**

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Shaina Schamp, Administrative Coordinator
Through: Thomas Thomas, City Manager
Date: September 25, 2018
Re: AML Local Government Conference

Alaska Municipal League will have their 68th Annual Local Government Conference at Hotel Captain Cook in Anchorage the week of November 12th. The AML Conference will be held on November 14-16 and is an opportunity for members to work together in public interests and to connect with community leaders.

Estimated travel costs for one traveler attending the conference only are:

Air Fare	\$ 1,095.00
Lodging in Anchorage	\$ 420.00
Registration	\$ 300.00
Per Diem	\$ 650.00
TOTAL	\$ 2,465.00

Newly Elected Officials Training (NEO) will be held on November 12th and 13th. The NEO seminar is specifically for local leaders who are newly elected to office.

Estimated travel costs for one traveler attending both NEO and the AML Conference are:

Air Fare	\$ 1,095.00
Lodging in Anchorage	\$ 700.00
Registration	\$ 500.00
Per Diem	\$ 910.00
TOTAL	\$ 3,205.00

As of September 20, 2018, the available funds in the Council travel budget are: \$63,402.

The Travel Policy for the Mayor and Council indicates that no more than three Council Members are to travel to the same meeting or conference; that travel be conducted in the most direct and economic manner possible to accomplish City business; and that at least twenty-one days prior to an upcoming trip, the council will discuss the travel, identify the Council Members to travel, and approve the travel by motion.