



# THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL  
REGULAR MEETING  
TUESDAY, SEPTEMBER 18, 2018  
AT 7:00 PM  
COUNCIL CHAMBERS  
3<sup>rd</sup> fl. PUBLIC SAFETY BUILDING**

**AGENDA**

- 1. CALL TO ORDER**
- 2. OPENING CEREMONY**
- 3. ROLL CALL**
  - A. Council Members Present
  - B. Administration Present
- 4. APPROVAL OF MINUTES**
  - A. August 21, 2018, Regular Meeting Minutes  
September 13, 2018, Special Meeting Minutes
- 5. APPROVAL OF REGULAR MEETING AGENDA**
- 6. MAYOR'S REPORT**
  - A. Mayor Report – Daniel Blair
  - B. Vice Mayor Report – David Pinquoch
- 7. MANAGER'S REPORT**
  - A. Interim City Manager's Report – Jim Hunt  
Assistant City Manager Report – Annie Reeves
  - B. Directors' Reports
    1. Harbormaster Report – Kyle Sinclair
    2. Public Safety Report – Greg Russell
    3. Public Works Report – Scott Korbe
- 8. COMMISSION/COMMITTEE REPORTS**
  - A. Planning Commission
  - B. Port & Harbor Commission
  - C. Parks & Recreation Committee
  - D. Prince William Sound Aquaculture Corp.
  - E. Regional Citizen's Advisory Council
- 9. CITIZEN'S COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING**
- 10. APPROVAL OF THE CONSENT AGENDA**
- 11. PUBLIC HEARINGS (NON-ORDINANCE)**

**12. PRESENTATION**

**Mike Hanly – Superintendent of the Chugach School District**

**13. RESOLUTIONS**

**A. Res. 23-2018 – A Resolution Of The City Council Of The City Of Whittier, Alaska, Appropriating \$48,000 Of The General Fund Or Harbor Reserve Fund For The Purpose Of Providing Shoreline Protection Located In The Whittier Harbor Basin, At Latitude 60.7771° N., Longitude 148.6927° W., Whittier, Alaska.**

**B. Res. 24-2018 – A Resolution By The Whittier City Council Authorizing A Payment Of No More Than \$10,000 From The General Fund, To Information Insights For The Economic Analysis For Borough Feasibility Study Proposal For A Prince William Sound Borough Between Girdwood, The City of Cordova and The City of Whittier**

**14. UNFINISHED BUSINESS**

**A. Delong Dock Emergency Repair**

**B. Harbor Phase III Construction**

**15. NEW BUSINESS**

**A. Interim City Manager Contract**

**B. Schedule October Regular Meeting**

**C. Schedule Special Meeting to Certify Election for October 9, 2018.**

**16. COUNCIL DISCUSSION**

**17. CITIZEN'S DISCUSSION**

**18. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS**

**19. ADJOURNMENT**



## ASSISTANT CITY MANAGER REPORT CITY OF WHITTIER

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To: Mayor, Council, and City Residents

From: Annie Reeves, Assistant City Manager

Date: September 18, 2018

1. **Cafe Orca Lease Assignment** - helped involved parties accomplish the lease transfer in an expedited manner.
2. **Certified Public Accountant** - researching and vetting potential firms to conduct the City's finances.
3. **Passage Canal Development Lease Survey**- working with ARRC and Jim Barnett to finalize the survey for both the Parking Lease and the Parking and Campground Lease.
4. **Passage Canal Development Lease Assignment** - working with Jim Barnett and Todd Perez to facilitate a lease assignment for part of the Dry Storage Pad lease.
5. **Delong Dock Use Permits** - ensuring dock use permits and payments have been received.
6. **Head of Bay Project** - working with the Army Corps of Engineers to ascertain the City's next steps as well as working to leverage funding opportunities through Alaska Department of Fish and Game.
7. **Girdwood Public Safety Contract** - negotiations will begin soon. Will report as more information becomes available.
8. **City Website** - met with Sundog Media, our web host. Waiting for a proposal and scope of work for updating the City's website to a more user-friendly, modern platform.
9. **Grant Reporting** - working with Scott Korbe to ensure timely grant reporting to both state and federal entities.
10. **Sale of BTI units 103 and 104** - interest has been shown to purchase the old city offices. Will ascertain next steps and put them into motion.
11. **Comprehensive Plan** - will be working with Catalyst Consulting (Kitty Farnham) on preparing the updated comprehensive plan.
12. **Caselle** - Caselle has finished the second half of FY 2017 and has begun work on FY 2018.



## **CITY OF WHITTIER HARBOR**

P.O. Box 639 Whittier, Alaska 99693  
907-472-2327, ext 6; Fax 907-472-2472  
E-Mail: [harbormaster@whittieralaska.gov](mailto:harbormaster@whittieralaska.gov)

September 11, 2018

From: Harbormaster

To: City Manager

Subj: Monthly Harbor Report

### **Administration:**

- Billing and maintaining records for DeLong Dock operations and usage
- Emergency funding request for repairs to DeLong Dock
- Recommendation to continue with completion of Phase 3 or Harbor rebuild
- Recommendation to begin repair or replacement of City Dock
- Replacement of Boat lift once City Dock is repaired or replaced to support a new lift

### **Harbor:**

- Day to day operational support in small boat harbor
- DeLong dock engineering inspection and assessment will begin the week of September 10, 2018
- Repair of Boat lift
- Repair of G and H floats will be ongoing and completed this fall.
- Replacement and installation of New Fire Extinguishers

### **Meetings attended:**

- City Council meeting

Copy to:

File



# THE CITY OF WHITTIER

Gateway to the Western Prince William Sound

PO Box 608, Whittier, Alaska 99693 (907) 336-1490 FAX (907) 472-2404



## MEMO

To: Jim Hunt, City Manager

Date: 9/7/18

Re: Fire Ladder Truck, 1990 Emergency One, 135 ft. Aluminum Aerial Ladder

In accordance with the applicable provisions of Chapter 22 of the National Fire Protection Association (NFPA) Standard No. 1911, "Standard for Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles," current edition, the above reference fire apparatus was inspected and a subsequent report generated on 8/30/17. The attached report outlines the tests conducted, the methods used, and results of such tests. The Conclusion Page of the report summarizes the areas of noncompliance and explains the repairs that need to be made to the aerial device. This inspection did not include water system tests due to other issues including a water system failure.

The ladder truck was not issued a UL Certificate of Inspection for Aerial Devices as it was not found to be in accordance with the Standards and meeting the requirements of all test work not yet completed. Specifically, Certification of the aerial device is contingent upon:

- Repair of the vertical bearing clearance
- Repair of elevation cylinder drift
- Repair of the ladder rung alignment indicator
- Meeting the requirements of the Aerial Ladder Operation Test as outlined in Chapter 22 of the NFPA 1911, current Edition
- Repair of the monitor nozzle
- Repair of all leakage in the water system
- Repair of the stabilizer warning device system
- Repair of the stabilizer interlock system.
- Rotation gear and bearing – unable to be inspected at the time
- Ladder illumination – right lower ladder light inoperative

This 28 year-old apparatus is not (and has not been) in-service in Whittier and the cost of bringing it into compliance with current NFPA Standards far exceeds its usefulness to the department.

**Recommendation:** Dispose of the apparatus in accordance with City of Whittier ordinances and procedures.

Chief Gregory A. Russell, Director of Public Safety



08/30/17

City Of Whittier  
Mr. David Schofield  
P.O. Box 608  
Whittier, AK 99693

Our Reference: File: FS2407; Project: 17PES25249

Subject: Aerial Examination; 1990 Emergency One Inc. 135 ft.  
Aluminum Aerial Ladder Client Vehicle No. - LADDER

Dear Mr. David Schofield:

The examinations and tests of the subject aerial device covered under our Reference No. 17PES25249 were conducted on 08/30/17. The test program was conducted in accordance with the applicable provisions of Chapter 22 of the National Fire Protection Association (NFPA) Standard No. 1911, "Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles," current Edition.

The enclosed Report outlines the tests conducted, the methods used, and the results of such tests. The Conclusion Page of the Report summarizes the areas of noncompliance and explains the repairs that need to be made to the subject aerial device.

During the inspection we were unable to conduct the water system tests due to other issues including Water System failure. These tests will need to be conducted by UL in order to meet the inspection requirements of the Chapter 22 of NFPA 1911.

Since a reinspection is required, please contact UL customer service at 877-854-3577, prompt 2, to arrange a mutually convenient time for the reinspection.

If you should have any questions or comments concerning this investigation, please do not hesitate to contact UL.

Very Truly Yours,

  
Thomas Stuart  
Fire Equipment Services  
Phone No. (907)230-8715 or (877)UL-HELPS (Option 2)

# FIRE EQUIPMENT SERVICES

Project 17FES25249

File F52407

08/30/17

REPORT

On

Aluminum Aerial Ladder

City Of Whittier  
Whittier, AK 99693

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PRODUCT COVERED:

Client - City Of Whittier

Telephone - 907-472-2340

Address - P.O. Box 608

City - Whittier

State - AK

Zip - 99693

Client Vehicle No. - LADDER

Test Date - 08/30/17

Inspection Type - Annual

Unit Mfr. - Emergency One Inc.

Model - 125 LADDER; Serial No. - A-551

Year - 1990

Chassis Manufacturer - Federal Motors

Vehicle Identification No. (VIN) - 46JDBBA88L1002972

Aerial Manufacturer - Emergency One Inc.

Ladder Type and Material - Aluminum Aerial Ladder

Maximum Recommended Extended Length - 135 ft.

No. of Sections - 5

Mileage - 3,749

Engine Hours - 414.6

Examination and Tests by - Thomas Stuart



PURPOSE AND SCOPE:

The sole purpose of this examination and test is to determine that the aerial device identified in the Agreement conforms to the applicable provisions of Chapter 22 of the National Fire Protection Association (NFPA) Standard No. 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles, current Edition.

RESULTS:

A detailed Report containing results of examination and tests required by Chapter 22 of NFPA 1911 follows. Test methods are outlined in Chapter 22 of NFPA Standard 1911 and the UL Fire Department Aerial Device Examination and Test Specifications.

Results of each test are to be considered in compliance with the Standard unless comment is made to the contrary. A summary of noncompliant results is provided in the conclusion of this Report.

LIMITATION OF LIABILITY:

By the issuance and receipt of this report, the Client agrees that UL in performing its inspection does not undertake to discharge any responsibility of the Client to any other party. UL makes no representations or warranties of any kind, express or implied, with respect to its services. UL's findings represent its judgment given with due consideration to the necessary limitations of practical operation and the Client agrees that UL does not warrant or guarantee that its findings will be recognized or accepted. The Client agrees that UL is not an insurer and assumes no liability which might result directly or indirectly from the inspection of the aerial device, failure of the aerial device, or that the aerial device will in all cases operate as intended except to the extent such liability results from the sole negligence of UL in examining and testing the aerial device identified in this report.

T E S T R E C O R D N O. 1

Turntable Examination and Test

UPPER ROTATION BEARING MOUNTING BOLTS:

Upper bearing bolts were identified by the UL Field representative as 1 in., Grade 8, with a torque specification of 720 ft-lb.

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: Three

All bolts were present.

LOWER ROTATION BEARING MOUNTING BOLTS:

Lower rotation bearing bolts were identified by the UL Field Representative as 1 in., Grade 8, with a torque specification of 720 ft-lb.

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: Twenty

All bolts were present.

TORQUE BOX:

Inspection of all accessible torque box structural weldments was conducted. No defects were found.

No delaminating corrosion was found.

ROTATION GEAR AND BEARING:

The rotation gear was found to contain no damaged or missing teeth.

The pinion and gear were properly aligned.

The gear assembly was properly lubricated.

The bearing assembly was properly lubricated.

The rotation gear train was inspected for backlash by elevating the aerial, engaging the rotation lock, if applicable, and manually pushing and pulling the aerial back and forth. Backlash in the gear was then detected by observing movement of the turntable in relation to a stationary point on the unit torque box.

Backlash was recorded at 0.625 in. at the edge of the turntable.

Rotation bearing clearance was measured by recording a dial indicator reading on the circumference of the rotation bearing. The aerial boom assembly was rotated so that the center line of the boom was aligned with the dial indicator position. The base of the dial indicator was mounted to one race of the bearing and the indicator point was placed on the other race of the bearing. The boom was elevated, fully retracted, and stopped at various angles as it approached full elevation. Bearing clearance was then determined by reading the dial indicator.

The clearance measurements were recorded. Position 1 is located at the front of the turntable. Each subsequent position is in a clockwise direction from Position 1 at 45° intervals.

#### Vertical Clearance

Position 4 - Clearance 8.227 in.

The maximum vertical bearing clearance was recorded at 0.227 in. This exceeds the maximum allowable clearance of 0.045 in.

#### ROTATION GEAR REDUCTION BOX MOUNTING:

Rotation gear reduction box mounting bolts were identified by the UL Field Representative as 3/4 in., Grade 8, with a torque specification of 320 ft-lb.

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: None

All bolts were present.

Inspection of the rotation gear reduction box mounting weldments was conducted. No defects were found.

#### TURNTABLE STRUCTURAL COMPONENTS:

Inspection of the turntable structural weldments was conducted. No defects were found.

#### ROTATION HYDRAULIC SWIVEL:

No hydraulic fluid leakage was detected.

The rotation hydraulic swivel was securely mounted.

HYDRAULIC LINES AND HOSES IN CHASSIS AND TORQUE BOX:

All hydraulic lines, valves, fittings and other components were undamaged.

All hydraulic lines exhibited no signs of hydraulic fluid leakage.

HYDRAULIC LINES AND HOSES IN TURNTABLE:

All hydraulic lines, valves, fittings and other components were undamaged.

All hydraulic lines exhibited no signs of hydraulic fluid leakage.

HYDRAULIC PUMP:

The hydraulic pump showed no signs of external hydraulic fluid leakage.

AUXILIARY HYDRAULIC POWER:

The auxiliary power operated properly.

POWER TAKEOFF:

The power takeoff showed no signs of external hydraulic fluid leakage.

The power takeoff engaged properly.

COLLECTOR RINGS:

The collector rings were inaccessible to visual inspection.

All terminals and wiring were undamaged and properly connected.

The collector rings operated correctly while the electric powered devices were operating.

The moisture indicators were not provided or were inaccessible.

ELEVATION CYLINDER PINS:

All cylinder pins were properly aligned.

The elevation cylinder pins were properly installed.

The elevation cylinder pins were properly lubricated.

The elevation cylinder pins were operating properly.

The elevation cylinder pins were properly retained.

#### ELEVATION CYLINDER(S):

The elevation cylinder rod(s) were undamaged.

The rod to barrel seal(s) did not leak hydraulic fluid.

The elevation cylinder(s) was/were then subjected to a drift test. The aerial was properly leveled, elevated to 60°, fully extended, and the fly locks, if any, engaged. The hydraulic cylinder lock valve, if any, was closed tightly and dial indicators attached to the cylinder rods. The aerial was allowed to stand with the motor shut off for 1 hr. Any cylinder drift can be determined by reading the dial indicator.

The left elevation cylinder drift was recorded at 0.441 in. in 1 hour.

The right elevation cylinder drift was recorded at 0.201 in. in 1 hour.

This does exceed the manufacturer's maximum recommended allowance of 0.375 in. in 1 hour, and therefore, these results are noncompliant.

#### HOLDING VALVES ON ELEVATION CYLINDER(S):

The holding valve(s) on the cylinders showed no signs of external hydraulic fluid leakage.

#### EXTENSION CYLINDER PINS:

The extension cylinder pins were properly aligned.

The extension cylinder pins were properly installed.

The extension cylinder pins were properly retained.

#### EXTENSION CYLINDER(S):

The cylinder rod(s) were undamaged.

The rod to barrel seal(s) did not leak hydraulic fluid.

The extension cylinders were then subjected to a drift test. The aerial device was properly leveled, fully elevated and extended 10 ft. The second section was marked and the device was allowed to stand for 1 hr. Cylinder drift was then determined by observing second section movement in relation to the base section.

The extension cylinder drift was recorded at 0.063 in. in 1 hour.

HOLDING VALVES ON EXTENSION CYLINDERS:

The holding valves on all cylinders showed no signs of external hydraulic fluid leakage.

LADDER HINGE PIN:

The ladder to turntable hinge pin was properly aligned.

The ladder hinge pins were properly installed.

The ladder hinge pins were properly lubricated.

The ladder hinge pins were operating properly.

The ladder hinge pins were properly retained.

OPERATING CONTROLS:

The operating controls were undamaged.

The operating controls operated properly.

All functions were identified, operating instructions and warnings were posted.

The operating controls exhibited no signs of external hydraulic fluid leakage.

HYDRAULIC OIL:

Following operation of the aerial device, a sample of the hydraulic fluid was collected from the hydraulic reservoir. The sample was provided to the customer to be sent to an analytical laboratory for spectro-chemical analysis, particle count, viscosity check, and water content analysis.

LOAD LIMIT INDICATORS:

The load limit indicator placard was accurate.

TURNABLE ALIGNMENT INDICATOR:

The turntable alignment indicator was present on the unit and accurate.

THROTTLE CONTROL:

The throttle control operated properly.

The engine operating speed was recorded at 1,250 r/min.

COMMUNICATION SYSTEM:

The communication system components were properly installed.

The communication system operated properly.

RELIEF HYDRAULIC PRESSURE:

Main pump relief pressure was recorded at 2900 psig.

This meets the manufacturer's recommended relief pressure setting.

UNIT MAIN FRAME:

Inspection of the unit main frame weldments was conducted. No defects were found.

UNIT MAIN FRAME SUSPENSION:

Unit main frame suspension mounting bolts were identified by the UL Field Representative as 5/8 in., Grade 8, wrench-tight

Number of bolt(s) less than the specified torque: None

Number of bolt(s) inaccessible to torque verification: None

All bolts were present.

Inspection of the unit main frame suspension weldments was conducted. No defects were found.

TRANSMISSION/AERIAL INTERLOCKS:

The vehicle was provided with a transmission/aerial interlock.

The stabilizers did not deploy.

The aerial device did not elevate from the bedded position.

ENGINE SPEED INTERLOCK:

The vehicle was not provided with an engine speed interlock.

WARNING DEVICES:

The stabilizer warning device did not operate properly. These results are noncompliant.

WARNING SIGNS:

All signs that were in place were legible at the time of inspection.

Stabilizer Examination and Test

STABILIZER STRUCTURAL COMPONENTS:

Inspection of the stabilizer structural component weldments was conducted. No defects were found.

STABILIZER PLATES:

Stabilizer plates were present and of proper construction.

STABILIZER HINGE PINS:

All accessible hinge pins were properly aligned.

HYDRAULIC LINES AND HOSES IN STABILIZER SYSTEM:

All hydraulic lines were undamaged.

All hydraulic lines exhibited no signs of external hydraulic fluid leakage.

STABILIZER INTERLOCK:

Interlock worked intermittently.

STABILIZER LEVELING INDICATORS:

All installed leveling indicators operated properly.

The leveling indicators were legible.

STABILIZER EXTENSION CYLINDER PINS:

All accessible stabilizer cylinder pins were properly aligned.

The stabilizer extension cylinder pins were properly installed.

The stabilizer extension cylinder pins were properly lubricated.

The stabilizer extension cylinder pins were properly retained.

STABILIZER EXTENSION CYLINDER:

The stabilizer extension cylinder rods were inaccessible to inspection.

The rod to barrel seal(s) were inaccessible to inspection.

The extension cylinders were then tested for drift by setting the stabilizers and attaching dial indicators to the stabilizers. The unit was then allowed to stand for 1 hr. with the motor shut off. Cylinder drift was then detected by reading the dial indicator.



The stabilizer cylinder drift was recorded in inches per hour at:

Left Front	0.025	Right Front	0.020
Left Rear	0.033	Right Rear	0.028

HOLDING VALVES ON EXTENSION CYLINDERS:

The holding valves on the extension cylinders exhibited no signs of external hydraulic fluid leakage.

STABILIZER OPERATING CONTROLS:

The operating controls were present and undamaged.

The operating controls operated properly.

All functions were identified, operating instructions and warnings were posted.

The operating controls exhibited no signs of external hydraulic fluid leakage.

DIVERTER VALVE:

The diverter valve exhibited no signs of external hydraulic fluid leakage.

Aerial Ladder Examination and Test

MODIFICATIONS OR UNAUTHORIZED REPAIRS:

No factory unauthorized modifications or repairs were detected.

HANDRAILS:

Inspection of the handrails revealed no defects.

VERTICAL AND/OR DIAGONAL BRACES:

The vertical and diagonal braces were straight and contained no defects.

BASERAILS:

The baserails were straight and contained no defects.

EXTENSION INDICATOR:

The extension indicator was found to be accurate.

ELEVATION INDICATOR:

The elevation indicator was found to be accurate and operated properly.

LADDER RUNG ALIGNMENT INDICATOR:

The ladder rung alignment at the platform was inoperative. These results are noncompliant.

LADDER CRADLE:

The ladder cradle was properly aligned.

The cradle pad was undamaged.

Inspection of the ladder cradle weldments was conducted. No defects were found.

LADDER ILLUMINATION:

All of the ladder spotlights operated properly.

MONITOR NOZZLE:

The "fog/stream" monitor nozzle controls did not operate properly. These results are noncompliant.

WATER SYSTEM:

The manufacturer's maximum rated working pressure for the water system was 250 psi.

The water system failed before water system tests could be conducted.

Leakage was observed at turntable swivel. Those results are noncompliant.

WATERWAY MOUNTING BRACKETS

Inspection of the accessible waterway mounting brackets revealed no defects.

HYDRAULIC LINES AND HOSES IN LADDER SECTIONS:

All hydraulic lines were undamaged.

All electric lines were undamaged.

All pneumatic lines were undamaged.

All hydraulic lines exhibited no signs of hydraulic fluid leakage.

LOAD TEST:

Horizontal Load Test -

Test Load 250 lb

0 deg elevation  
Full extension

The load was applied for 5 min.

Maximum Elevation Load Test -

Test Load 500 lb

Full extension  
Full elevation

The load was applied for 5 min.

LADDER SECTION ALIGNMENT:

With the ladder fully cradled, the unit was properly leveled. The ladder was then aligned with the longitudinal axis of the truck by rotating the ladder off the rear of the truck. The ladder sections were then properly leveled by leveling the ladder hinge pin at the turntable and then bringing the ladder to level along the length of the handrails. The ladder sections were then visually inspected for signs of excessive twist or bow. No signs of excessive twist or bow were noted.

The ladder sections were tested for proper alignment by leveling the aerial turntable, fully extending the aerial at 0° elevation, and placing a level on the handrails of the aerial at the butt and tip of each section. Any twist in the ladder sections was then determined by measuring the distance between the bottom of the level and the low handrail, in inches.

Ladder section alignment (After Load Test - measured in inches):

Base Section Twist

Butt - 0.000, Level

Tip - 0.000, Level

Second Section Twist

Butt - 0.000, Level

Tip - 0.273, High left

Third Section Twist

Butt - 0.280, High left

Tip - 0.617, High left

Fourth Section Twist

Butt - 0.608, High left

Tip - 0.931, High left

Fly Section Twist

Butt - 0.377, High left

Tip - 0.605, High left

Section Twist - Difference between the butt and tip measurements (in inches)

Base - 0.000

Second - 0.273

Third - 0.337

Fourth - 0.608

Fly - 0.228

The second section twist of 0.273 in. exceeded the manufacturer's allowance of 0.25 in. These results are noncompliant. The third section twist of 0.337 in. exceeded the manufacturer's allowance of 0.25 in. These results are noncompliant.

STABILIZER OPERATIONAL AND TIMING TESTS:

The operation of all stabilizer functions was observed during the operation and timing tests. All functions operated normally.

The stabilizers were timed while deploying from the fully stowed position to a position allowing normal operation of the aerial. The deployment time for the stabilizers was 24 s.

OPERATION TEST (After Load Tests):

The operation of all aerial functions, including elevation, lowering, extension, retraction, and full rotation in both directions, was observed during the operation and timing tests.

From the cradled position, the aerial ladder was fully elevated, rotated 90 degrees, and fully extended. Simultaneous operation of the aerial functions was conducted if possible. The following results were obtained.

(1961-1991) 206 s (105 s allowable)

The NFPA Ladder Operation Test exceeds the requirement in effect at the time of manufacture for this unit. These results are noncompliant.

### C O N C L U S I O N

The aerial device covered by this Report has been evaluated for compliance with the applicable provisions of Standard NFPA 1911, current Edition. Issuance of a UL Certificate of Inspection for Aerial Devices is contingent upon correction in accordance with the manufacturer's recommendations of those items found not to be in accordance with the Standard and meeting the requirements of all test work not yet completed, if any.

Specifically, Certification of the subject aerial device is contingent upon:

Repair of the vertical bearing clearance.

The maximum bearing clearance of exceeded the manufacturers maximum allowable clearance of 0.045

Repair of elevation cylinder drift.

Repair of the ladder rung alignment indicator.

Meeting the requirements of the Aerial Ladder Operation Test as outlined in Chapter 22 of NFPA 1911, current Edition.

Repair of the monitor nozzle.

Repair of all leakage in the water system.

Repair of the stabilizer warning device system.

Repair of the stabilizer interlock system.

Comments / Observations for Informational Purposes Only:

ROTATION GEAR AND BEARING - Pinion gear could not be physically reached for E-1 backlash measurement. Traditional Backlash measurement was higher than most units, but I have no data for rejection. If removal of equipment during maintenance offers the chance of using the E-1 method, you should consider reevaluating it.

LADDER ILLUMINATION - Right lower ladder light was out.

For details, such as bolt torque, specific weldments requiring repair, and other problem areas, see the Report text.

Very Truly Yours,



Thomas Stuart  
Fire Equipment Services  
Phone No. (877)UL-HELPS (Option 2)

## **End of Summer Recap Whittier Parks and Recreation Committee**

Total volunteer days 96

### **Events**

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- May 19 & 20th Alaska Trails Assistant Crew Leader Training (Anchorage)
- June 2nd National Trails Day (Whittier Creek Trail)
- June 10th Voyage School (Horsetail Falls Connector Trail)
- June 14th Bear Awareness and Safety Class (PS Building)
- June 16th Alaska Trails (Horsetail Falls Trail)
- June 23rd Alaska Outdoors (Emerald Cove Trail)
- July 7 Whittier Parks and Rec (Lu Young Park)
- July 28 Alaska Trails (Horsetail Falls Trail)
- August 4th Whittier Parks and Rec (Horsetail Falls Trail)

### **Trails and Parks maintained and built with volunteers**

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#### **Whittier Creek Trail**

100 ft New trail built  
200 ft Improved with gravel  
2000 ft Brushed

#### **Emerald Cove Trail**

2 miles Brushed

#### **Horsetail Falls Trail**

1 mile Brushed  
500 ft Hazardous step and run decommissioned  
70 ft New step and run constructed  
50 ft Step and run repaired/reconstructed  
300 ft Trail tread reconstructed  
125 ft Trail armored with rock

#### **Horsetail Falls Connector Trail**

600 ft Brushed  
150 ft Trail armored with rock

#### **Lu Young Park**

Beach access trail improved and widened  
Constructed public use paddle craft cart

Public Works, at Lu Young Park, installed a fire ring, seating boulders, and bear resistant trash cans for WPR. At the City of Whittier Campground, PW installed a bear resistant food locker. These facilities were purchased over the winter with 2017 WPRC funds.







## Whittier Community School

PO Box 638  
Whittier, AK 99693  
(907) 472-2575 Phone  
(907) 472-2409 Fax

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To: Whittier City Council  
From: Lindsey Erk, Head Teacher  
Date: September 7, 2018

### Recent Events:

School Started – August 22  
Chugach School District board meeting – September 5  
Back to School night – September 6  
EAC Meeting – September 10  
Teacher In-service – No School – September 13-14

### Upcoming Events:

School Safety and Well Being Summit – September 18-19  
RCAC oil spill response field trip – September 25  
EAC Meeting – October 11  
Parent/Teacher/Student Conferences – October 15-17

### Current Enrollment:

Preschool: 7 students  
K-12: 39 students

### Voyage School Opportunities:

First Trek  
Outdoor Leadership  
First Responder – ETT  
Driver's Education  
Culinary Arts  
Early Childhood

We are happy to kick off another year with even more students than we had last year. We are also excited to introduce a new teacher to the community; Marissa Valenti comes to us from Pennsylvania. Our school theme this year is adventure and we have challenged students to create their own goals with adventure in mind for the school year.

We welcome all community members to join us every morning at 8:45 for breakfast. You are also always welcome to stop in and see what students are learning at any time during the school day. Community involvement is a high priority for our school and we hope to continue to get more people and businesses involved with the school and kids.



Whittier Community School  
(907) 472-2575

Valdez FOCUS  
Homeschool  
(907) 835-5528

Tatitlek Community School  
(907) 325-2252

Anchorage FOCUS  
Homeschool  
(907) 522-7400

Chenega Bay Community School  
(907) 573-5123

Fairbanks FOCUS  
Homeschool  
(907) 457-2545

Voyage  
School  
(907) 223-2712







# THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL  
REGULAR MEETING  
TUESDAY AUGUST 21, 2018  
7:00 PM  
COUNCIL CHAMBERS  
PUBLIC SAFETY BUILDING**

## MINUTES

### 1. CALL TO ORDER

Mayor Daniel Blair called the meeting to order at 7:00 p.m.

### 2. OPENING CEREMONY

Mayor Daniel Blair led the Pledge of Allegiance.

### 3. ROLL CALL

**A. Council members present and establishing a quorum:** Victor Shen, Debra Hicks, Peter Denmark, Dave Dickason, Dave Pinquoch, and Daniel Blair.

**MOTION:** Dave Dickason made a motion to excuse Monty Irvin from Tonight's meeting.

**SECOND:** Dave Pinquoch

**DISCUSSION:** None

**VOTE:** Motion Passed Unanimously

#### **B. Administration Present:**

Jim Hunt, Acting City Manager (Telephonic)

Naelene Matsumiya, City Clerk

Scott Korbe, Public Works

Kyle Sinclair, Harbormaster

Greg Russell, Acting Police Chief

**Others Present:** Cathy McCord, Dave Goldstein, Krystal Hoke and Nick Georgelos

### 4. APPROVAL OF MINUTES

July 17, 2018, Regular Meeting, July 31 2018, Special Meeting Minutes, and August 7, 2017 Special Meeting Minutes.

**MOTION:** Dave Pinquoch made a motion to approve the minutes with amendments

**SECOND:** Dave Dickason

**DISCUSSION:** Changes on the July 17 Minutes: Change Holly Wells to Annei Goldsmith, correct spelling for "Master" David Pinquoch idea to offer storage. And to add the following statements, "The Acting City Manager stated that we are functioning out of our budget." And, "The acting City Manager stated that the City does not have a public kayak launch site."

August 21, 2018

City Council, Regular Meeting

**VOTE:** Motion passed unanimously

**5. APPROVAL OF THE REGULAR MEETING AGENDA**

**MOTION:** Dave Pinquoch made a motion to approve the Regular Meeting Agenda with amendments.

**SECOND:** Dave Dickason

**DISCUSSION:** Add *Harbor Phase III construction* to Unfinished Business and requested it stay on the agenda.

**VOTE:** Motion passed 5-1

**6. MAYOR'S REPORT**

**A. Mayor Report**

None

**B. Vice Mayor Report by Vice Mayor Dave Pinquoch**

None

**7. MANAGER'S REPORT**

**A. Interim City Manager's Report- Jim Hunt**

Jim Hunt reported that he has spoken to Grace Pleasant of the Girdwood Governance Association about a feasibility study for a possible Prince William Sound Borough. Jim said he'd like to ask for a consensus from the Council to fund a consultant for the study for the amount of \$10,000. Jim asked the Council to Consider and stated that he will revisit this topic later.

Jim reported that the City has opted into the PILT Class Action as request from our Lobbyist. He mentioned the DeLong Dock Damage and the Caselle Contract. He commented that he is looking through the old Finance Director's computer and digitizing records that go back a full year. He said he is hopeful that Caselle will assist with the reconciliation with that.

He stated that he is currently trying to find ways to dispose of the obsolete fire truck in the building. He reported on the land behind the Alaska Sea Kayakers lot and how it needs repairs due to erosion over the years. The amount for the repairs will be \$48,000 and a resolution will be made for it. Jim Hunt introduced an idea for a Manager's Report and spoke briefly about it.

Nick Georgelos of the Girdwood Governance Association gave a brief presentation on the study for the exploration of a Prince William Sound Borough. Council asked if it can come before them in a form of a resolution. Nick Georgelos of the Girdwood Governance Association gave a brief presentation on the topic and answered questions from the Council. Dan Blair said that he would like to give consensus if Cordova contributed to the Study as well. Peter Denmark disclosed that if the investment is minimal, he does not see a problem.

**COUNCIL CONSENSUS:** Peter Denmark, yes; Victor Shen, no; Dave Dickason, yes; Debra Hicks, yes; Dave Pinquoch, no; Dan Blair, yes.

**B. City Attorney's Report**

None

**C. School District Report**

Nothing new to report

**D. Director's Reports**

**1. Financial report**

August 21, 2018

City Council, Regular Meeting

None

2. **Harbormaster Report – Kyle Sinclair**

See written report in original packet

3. **Public Safety Report – Greg Russell**

Greg Russell reported that the Cordova Contract for dispatch will be in effect soon and that the Girdwood Contract has been renewed. Advancements on getting a volunteer Fire Chief are in the works. Dave Pinquoch stated that since there are items that are detrimental to the City's finance, an Executive Session should be scheduled to discuss them. Greg agreed. Dan Blair spoke about the Girdwood contract. He commented that the contract is a great idea, but the implementation has been less than perfect. He clarified and stressed that he is impressed with Girdwood, and happy that the Whittier Police provides professional services that has improved the quality of their lives, but his main concern was for the city of Whittier and the way the contract is playing out. He continued.

Greg Russell responded that the service starts in Whittier and that the community is a priority to the department. He indicated that even without the contract, transporting would still cause a delay because of the drive to and from and the tunnel as well. He said that the department does not neglect its responsibilities in the community and that the contract expands the officers' experience and benefits them as professionals. He said that he agrees that the contract should be managed better, but every one of those officers wear the Whittier Police patch.

Dave Pinquoch stated that he heard there was the opportunity for reduced prices for the academy. Greg responded that that was correct. As long as the applicants meeting the hiring and performance standards, there's a slot available to put officers through the academy.

Peter Denmark commented that Whittier's population has remained relatively static for the last 30 years. In the early 2000's there used to be once officer in town until a statement was made that the community wanted 24/7 police coverage. That was when the department leapt from one to 4 full time and 1 seasonal. He said that on two separate occasions, a call was made and the response time was over 2 hours because no one was here. He asked for a constant local presence here for the Community.

Discussion ensued.

4. **Public Works Report – Scott Korbe**

Scott Korbe reported that apologized for not getting a report in the packet as it has been a busy week for him. He said that a phone line is in the building and 12 strands of fiber optics and water control system are now in the Public Safety Building. He said this all took place in partnering with GCI as they install and worked on everything, free of charge for the City of Whittier. Scott said that he and GCI are talking about making headway to repair facilities in the Harbor Business Triangle Area once the season is over. He said that GCI admitted that when initially installed, it was not installed correctly and that the repairs done in the past were substandard and not adequate for the type of conditions out there. He commented on the cables that are exposed from erosion behind the Alaska Sea Kayakers building. He said there will be repairs to improve the infrastructure. He stated that PRUHS is willing to do some work at a discounted rate behind the Alaska Sea Kayakers building.

**8. COMMISSION/COMMITTEE REPORTS**

**A. Planning Commission**

August 21, 2018

City Council, Regular Meeting

Nothing new to report

**B. Port & Harbor Commission**

Greg Clifford pointed out the draft/unapproved minutes from the last meeting discussing the funding for the final phase of the Harbor rebuild. He said that since the topic will be discussed later in the meeting, he didn't have anything further to report.

**C. Parks & Recreation Committee**

Nothing New to Report

**D. Prince William Sound Aquaculture Corp.**

Nothing new to report

**E. Regional Citizen's Advisory Council**

Nothing new to report

**9. CITIZENS COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING**

None

**10. APPROVAL OF CONSENT CALENDAR**

None

**11. PUBLIC HEARINGS (NON-ORDINANCE)**

None

**12. PRESENTATIONS**

None

**13. ORDINANCES**

**14. PUBLIC HEARING (2<sup>nd</sup> reading)**

None

**15. RESOLUTIONS**

**A. Res. #21-2018 – A Resolution Of The City Council Of The City Of Whittier Alaska, Authorizing The City Manager To Enter Into A Professional Service Agreement With Appraisal Company Of Alaska, LLc. For Assessment Services For The 2019 Tax Year In The Amount Of \$10,000**

**MOTION:** David Pinquoch made a motion to adopt Res. #21-2018

**SECOND:** Dave Dickason

**DISCUSSION:** Dave Pinquoch asked if this was a standard annual contract with the Company the City has been using in the past. Jim Hunt stated that, yes, it is the same company and the approval of the resolution will continue appraisal services.

**VOTE:** Motion passed unanimously

**16. EXECUTIVE SESSION**

None

August 21, 2018

City Council, Regular Meeting

## **17. UNFINISHED BUSINESS**

### **A. Harbor Phase III Construction**

David Pinquoch stated that at the last meeting it was to be postponed indefinitely and the two issues were 1) it needed more in-depth conversation and 2) Peter had asked for a finance plan. Dave Pinquoch directed the Council to a finance plan and stated it was a basic plan. He mentioned the bonds and the deadlines for the bonds. He said that he had spoken to Dyanna about taxes being collected and she had said that there was no reason to indicate that revenue was down. He said he talked to 5 business owners and they reported that their revenue was not down, it was equal or higher. He listed additional resources that contribute to funding such as the apartments, the P-12 Building, and the Delong Dock. He said that every indication shows that there is additional funding, but his concern was that the information given was that the City's checkbook is where the Harbor's going to be financed and it's not. He said the Harbormaster has made the statement that if necessary, they can carry that \$471,000 if they have to without additional resources. The Harbor would just need the down payment. He continued by giving a brief history of in departmental support. He said that they are willing to switch the work to be done so that instead of the fall, they can do it in the spring.

Council discussion ensued.

## **18. NEW BUSINESS**

### **A. Delong Dock Emergency Repair**

Kyle Sinclair stated that a boat had unintentionally crashed into the pilings of the Delong Dock during a heavy wind storm. He explained that the boat was moored to the dock and with the waves and the wind, ripped the pilings off. He said that it is being investigated by the insurance company. Dave Pinquoch asked about the revenue acquired from the Delong Dock. Kyle responded that it is estimated at, at least, \$250,000. Dan asked if there was a policy in place for the Delong Dock and if there is language about someone being onboard at all times. Kyle responded that there is language in the policy, but he couldn't get away from it. His department had to free him from the piling.

The Interim City Manager asked for funding of \$18,000 for assessment costs. Jim stated it will be presented in the form of a resolution.

### **B. Extended Agreement with Caselle**

Jim Hunt stated that this was an informative business item and that Annie had been having considerable conversations with them. Annie Reeves joined the meeting at 8:38. She explained that the contract would include the reconciliation of the books for the second half of 2017 as well as 2018.

No action was taken.

## **19. COUNCIL DISCUSSION**

Dave Dickason discussed the hiring process and where the Hiring Committee was in the process. Peter Denmark discussed the revamping and remodeling of the City's code. David Pinquoch discussed the contracting Finance Director.

## **20. CITIZEN'S DISCUSSION**

Linsley Erk reminded that school is in session soon and asked drivers to be cautious of

Children commuting to and from the campus.

Dave Goldstein welcomed Jim Hunt to Whittier. He discussed the following topics: Finance Director, Delong Dock, and the Prince William Sound Borough.

**21. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS**

**22. ADJOURNMENT**

All were in favor of adjourning the meeting at 9:14 p.m.

**ATTEST:**

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**Naelene Matsumiya**  
**City Clerk**

---

**Daniel Blair**  
**Mayor**





# THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL  
SPECIAL MEETING  
TUESDAY, SEPTEMBER 13, 2018  
6:00 PM  
COUNCIL CHAMBERS  
PUBLIC SAFETY BUILDING**

**MINUTES**

**1. CALL TO ORDER**

Naelene Matsumiya called the meeting to order at 6:00 p.m.

**2. OPENING CEREMONY**

Naelene Matsumiya led the Pledge of Allegiance.

**3. APPOINTING TEMPORARY PRESIDING OFFICER**

Council appointed Dave Dickason as the temporary Presiding Officer for tonight's meeting.

**4. ROLL CALL**

**A. Council members present and establishing a quorum:**

Dave Dickason, Victor Shen (telephonic), Monty Irvin and Peter Denmark

**B. Council Members Absent:**

Daniel Blair, David Pinquoch, and Debra Hicks

**C. Administration Present:**

Annie Reeves, Assistant City Manager

Naelene Matsumiya, City Clerk

Scott Korbe, Public Works

Kyle Sinclair, Harbormaster

Greg Russell, Public Safety

**Others Present:** John Campabello, Chris Campabello, Mike Walette, and Jana Walette

**5. APPROVAL OF THE SPECIAL MEETING AGENDA**

**MOTION:** Peter Denmark made a motion to approve the September 13, 2018 Special Meeting agenda

**SECOND:** Monty Irvin

**DISCUSSION:** None

**VOTE:** Motion passed unanimously

**6. CITIZEN'S COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING**

None

**7. PRESENTATION**

None

**8. EXECUTIVE SESSION**

None

**9. ORDINANCE (Introduction)**

None

**10. RESOLUTION**

**A. Res. #22-2108 –A Resolution Of The City Council Of The City Of Whittier, Alaska Consenting To The Assignment Of The Lease Agreement For A Portion Of Lot 9 And All Of Lot 10 Of The Whittier Triangle Business Area And The Assignment Of The Encroachment Permit From John And Chris Campabello, Café Orca, Inc. D/B/A Café Orca & Gallery To Robert M. (Mike) Walette And Jana Walette, And Authorizing The City Manager To Execute Consent Documents**

**MOTION:** Victor Shen made a motion to adopt Resolution 22-2018

**SECOND:** Monty Irvin

**DISCUSSION:** Council thanked John for his time in the City

**VOTE:** Motion passed unanimously

**B. Res. 23-2018 – A Resolution Of The City Council Of The City Of Whittier, Alaska, Appropriating \$48,000 Of The General Fund Or Harbor Reserve Fund For The Purpose Of Providing Shoreline Protection Located In The Whittier Harbor Basin, At Latitude 60.7771° N., Longitude 148.6927° W., Whittier, Alaska.**

**MOTION:** Victor Shen made a motion to adopt Resolution 23-2018

**SECOND:** Monty Irvin

**DISCUSSION:** Peter Denmark Recused himself from the vote. Scott Korbe directed Council to their packets and explained the images that were included. He commented that there are wires exposed in the area and repairs must be done. He explained that the construction will stabilize the area and will hold off on further erosion. Other businesses in the area do not have wires exposed and are stabilized in the meantime.

**VOTE:** Motion failed by incomplete quorum

**11. UNFINISHED BUSINESS**

None

**12. NEW BUSINESS**

None

**13. COUNCIL DISCUSSION**

None

**14. CITIZENS DISCUSSION**

None

**15. ADJOURNMENT**

All were in favor of adjourning the meeting at 6:26 p.m.

**ATTEST:**

September 13, 2018

City Council, Special Meeting

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**Naelene Matsumiya**  
**City Clerk**

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**Daniel Blair**  
**Mayor**

September 13, 2018  
City Council, Special Meeting



**Corporate Office**  
**Mailing:**  
PO Box 83070  
Fairbanks, Alaska 99708-3070

(907) 450-2450 phone  
(907) 450-2470 fax

**Physical:**  
1000 Fairbanks Street, Suite 100  
Fairbanks, Alaska 99709

[www.IIAlaska.com](http://www.IIAlaska.com)

**1. Agreement.** This agreement is between Information Insights Inc. (Contractor) and Girdwood Governance Association (GGA), City of Cordova and the City of Whittier as (Clients).

**Services.** Contractor will provide Professional Services as outlined in the Economic Analysis for Borough Feasibility Study Proposal submitted to Kay Brown with the Girdwood Governance Association on July 12, 2018. The proposal is submitted with this contract for reference and the term is from September 05, 2018 through December 31, 2018.

**2. Payment for Services.** Clients will pay Contractor for professional services to complete an Economic Analysis Feasibility Study for Borough Formation and Girdwood Detachment and Incorporation. Clients will pay Contractor the amount agreed to herein. Information Insights will send invoices to each entity as outlined in the table below. The total contract to GGA, City of Cordova and the City of Whittier is \$54,360. The project manager for Information Insights, Inc. will be, Jamie Hansen, Senior Consultant. Contractor reserves the right to suspend work and/or delay delivery if Clients' accounts are not current based on invoice dates.

Clients -	GGA	City of Cordova	City of Whittier
Invoice Date:			
Sep. 30, 2018	0	0	0
Oct. 31, 2018	0	0	0
Completion	0	0	0
Total	\$0	\$0	\$0 = \$54,360

**3. Confidential Information.** Confidential Information shall include all information which is disclosed by one party to the other but shall not include any information which is (a) publicly disclosed; or (b) approved for release or disclosure; or (c) otherwise available in the public domain. The parties acknowledge that Confidential Information is a valuable trade secret and/or the proprietary business information of the disclosing party and that any unauthorized use or disclosure may cause irreparable harm and loss to the disclosing party. The parties agree to hold in confidence the Confidential Information of the other, and not disclose it to any third party, except the receiving party may disclose it to its employees, consultants, accountants or associates under proper safeguards. The parties further agree to return or destroy Confidential Information, including all copies, upon the written request of the disclosing party. The disclosure of Confidential Information pursuant the lawful binding direction of a governmental authority shall not constitute a violation of this Paragraph. Any party receiving such notice from a governmental authority shall provide notice to the disclosing party at the earliest lawful opportunity. The restrictions and obligations of Paragraph 5 of this Agreement shall survive the expiration, termination or cancellation of this Agreement and shall continue to bind the parties and their successors, heirs and assigns.

**4. Staff.** Contractor is an independent contractor and neither Contractor nor Contractor's staff is or shall be deemed to be employed by Clients. Clients are hereby contracting with Contractor for the services described above. Contractor shall take appropriate measures to ensure that Contractor's staff does not breach this section.

**5. Use of Work Product.** Clients agrees that logic structures, sub-routines, standard programs and similar kinds of tools devised by Information Insights will remain the property of and may be used by Information Insights, Inc. in any other contexts. Clients agrees that the style and structure of websites and documentation prepared by Information Insights, Inc. may be used in work performed for other clients, except as specifically agreed in writing. The content of websites, including text, photos and graphics provided by the clients remain the property of the clients.

**6. Collection.** If this account is placed in the hands of an attorney or collection agency for collection, or in the event of any litigation or arbitration in connection with the execution, interpretation, performance or enforcement of this Agreement, the prevailing party shall be entitled to reimbursement by the other party of all cost and reasonable attorney's fees incurred by the prevailing party, whether at arbitration, trial or any appeal, or in connection with any proceeding before a U.S. Bankruptcy Court or in collecting on or enforcing any such decision or judgment.

**7. Applicable Law.** Contractor shall comply with all applicable laws in performing services but shall be held harmless for violation of any governmental procurement regulations to which it may be subject but to which reference is not made in advance. This agreement shall be constructed in accordance with the laws of the State of Alaska.

**8. Enforceability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**9. Notices.** Legal notices between the parties shall be mailed postage prepaid via certified mail, return receipt requested to the last known business address of the intended receiving party.

**10. Assignment.** Either party may not assign this agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**11. Termination.** Notwithstanding any other provision hereof, this Agreement may be terminated by either party on thirty (30) days written notice to the other party. No termination shall alter or affect any liabilities accruing or existing prior to the time of termination.

**12. Disputes.** If any dispute, controversy or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their good faith attempt to mediate the dispute, the dispute shall be settled by arbitration in accordance with the Commercial Arbitration rules, but not necessarily the auspices of the American Arbitration Association, Inc. Arbitration shall take place in Fairbanks, Alaska. The parties further agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in

accordance with the Commercial Arbitration rules, but not necessarily the auspices of the American Arbitration Association and not by a court of law. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the arbitration. Arbitration shall take place in Fairbanks, Alaska. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recovery of reasonable attorney's fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.

**13. Entire Agreement.** Each party acknowledges that it has read this Agreement, which includes the Exhibits and any Addenda, agrees to be bound by its terms and conditions, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals and understandings, relating to the subject matter of this Agreement. In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern. This agreement cannot be modified or altered except by a written instrument duly executed by both parties.

---

Girdwood Governance Association

Attn:

PO Box 777

Girdwood, AK 99587

Email:

Phone: 907.

Fax:

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City of Cordova

Attn:

PO Box 1210 (601 1<sup>st</sup> Street)

Cordova, AK 99574

Email:

Phone: 907.

Fax:

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City of Whittier

Attn:

PO Box 608

Whittier, AK 99693

Email:

Phone: 907.

Fax: 907.472.2404

---

Information Insights, Inc.

Attn: Jamie Hansen, Senior Consultant

PO Box 83070

Fairbanks, AK 99708

Email: [jamie@iialaska.com](mailto:jamie@iialaska.com)

Phone: 907.450.2482

Fax: 907.450.2470

Attachment to Contract:

Economic Analysis for Borough Feasibility Study Proposal Dated July 12, 2018

**CITY OF WHITTIER  
RESOLUTION #24-2018**

**A RESOLUTION BY THE WHITTIER CITY COUNCIL AUTHORIZING A PAYMENT OF NO  
MORE THAN \$10,000 FROM THE GENERAL FUND, TO INFORMATION INSIGHTS, INC.  
FOR THE ECONOMIC ANALYSIS OF THE PRINCE WILLIAM SOUND BOROUGH  
FEASIBILITY STUDY PROPOSAL**

**WHEREAS**, feasibility studies are a tool used to investigate the advantages and/or disadvantages of proposed actions; and

**WHEREAS**, a contractor has been contacted by the Girdwood Governance Association to develop an Economic Analysis Feasibility Study and preliminary plans for a Prince William Sound Borough; and

**WHEREAS**, the feasibility study will cost a total of \$54,360; and

**WHEREAS**, the City of Whittier is willing to participate in the Economic Analysis Feasibility Study with The Girdwood Governance Association, The City of Cordova, and Information Insights, Inc.; and

**WHEREAS**, the City of Whittier is interested in contributing \$10,000 to Information Insights, Inc. in investigating reorganizing options for a Prince William Sound Borough and to determine if the formation of a new borough is feasible particularly with local schools in mind; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Whittier, Alaska, delegates authority to Information Insights, In. to work with the Girdwood Governance Association and the City of Cordova to hire a consultant and negotiate an Economic Analysis Feasibility Study agreement.

**PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council on this 18<sup>th</sup> day of September, 2018.

**Introduced By: Jim Hunt**

**Introduction Date: September 18, 2018**

**ATTEST:**

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**Naelene Matsumiya  
City Clerk**

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**Daniel Blair  
Mayor**

Ayes:  
Nays:  
Abstain:  
Absent:





**DEPARTMENT OF THE ARMY**  
**ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**REGULATORY DIVISION**  
**P.O. BOX 6898**  
**JBER, AK 99506-0898**

August 28, 2018

Regulatory Division  
POA-2007-01718

City of Whittier  
Attn: Mr. Scott Korbe  
PO Box 608  
Whittier, Alaska 99693

Dear Mr. Korbe:

This is in response to your August 24, 2018, Pre-Construction Notification for a Department of the Army (DA) Nationwide Permit (NWP) verification, to discharge 487 cubic yards of clean fill material into 0.08-acre of waters below the mean high water in order to conduct maintenance bank stabilization on an existing structure. It has been assigned file number POA-2007-01718, Passage Canal, which should be referred to in all future correspondence with this office. The project site is located within the Whittier Harbor Basin, at Latitude 60.7771° N., Longitude 148.6927° W., in Whittier, Alaska.

Based on our review of the information you furnished and available to us we have determined the above project area contains waters of the United States (U.S.) under the Corps of Engineers (Corps) regulatory jurisdiction.

DA permit authorization is necessary because your project will involve work in and placement of fill material into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-6), dated August 28, 2018, is authorized by NWP No. 03, Maintenance. NWP No. 03 and its associated Regional and General Conditions can be accessed at our website at: [www.poa.usace.army.mil/Missions/Regulatory/Permits](http://www.poa.usace.army.mil/Missions/Regulatory/Permits). Regional Conditions E and F apply to your project. You must comply with all terms and conditions associated with NWP No. 03.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

Unless this NWP is modified or revoked, it expires on March 19, 2022. It is incumbent upon you to remain informed of the changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at [Jeremy.Grauf@usace.army.mil](mailto:Jeremy.Grauf@usace.army.mil), by mail at the address above, by phone at (907) 753-2798, or toll free from within Alaska at (800) 478-2712, if you have questions or to request paper copies of the regional and/or general conditions. For more information about the Regulatory Program, please visit our website at [www.poa.usace.army.mil/Missions/Regulatory](http://www.poa.usace.army.mil/Missions/Regulatory).

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Grauf', written in a cursive style.

Jeremy Grauf  
Project Manager

Enclosures

ENCLOSURE



**US Army Corps of Engineers  
Alaska District**

Permit Number: POA-2007-01718

Name of Permittee: City of Whittier

Date of Issuance: August 28, 2018

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Mr. PM Jeremy Grauf at the following address:

U.S. Army Corps of Engineers  
Alaska District  
Regulatory Division  
Post Office Box 6898  
JBER, Alaska 99506-0898

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

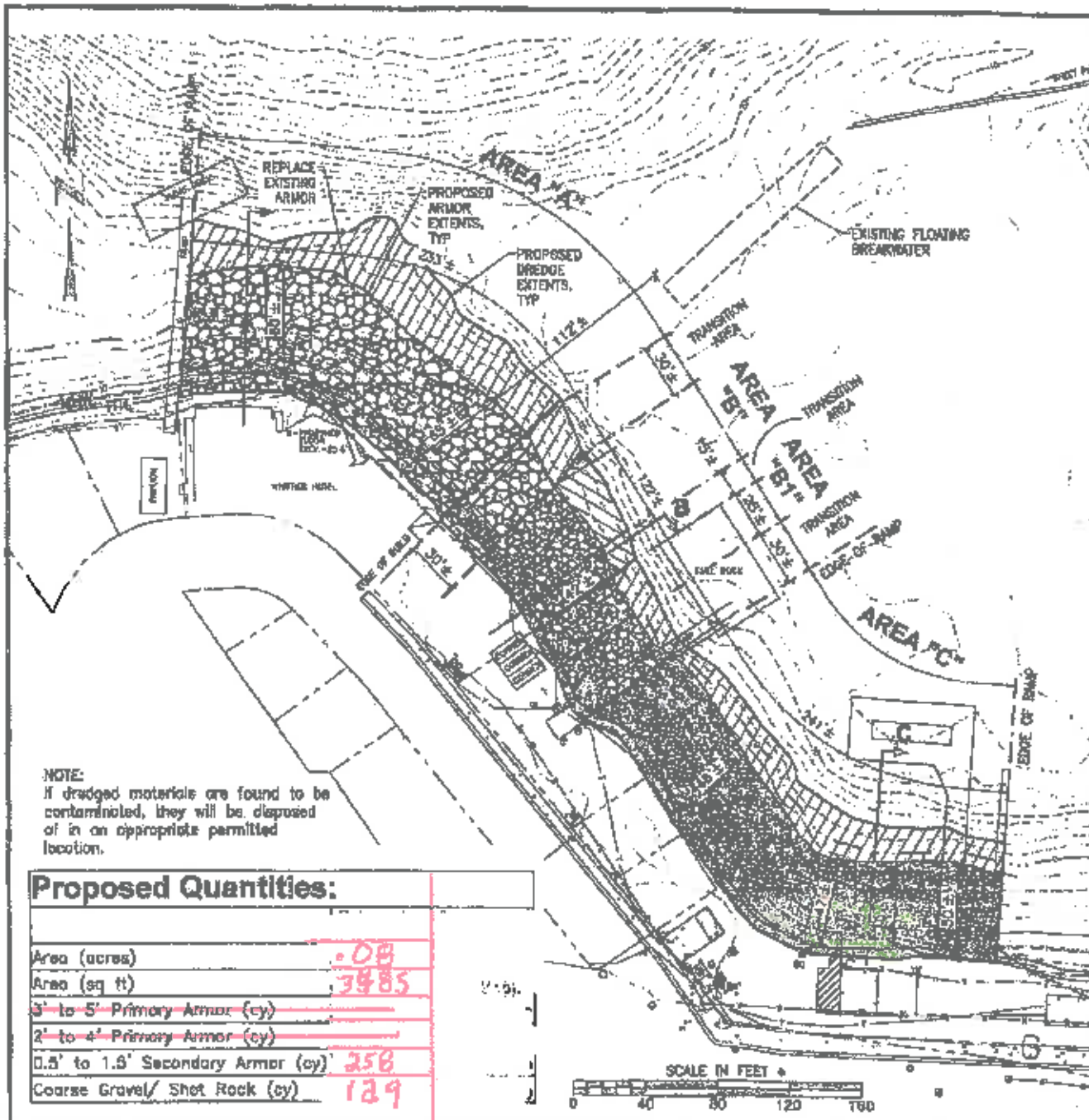
\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date









**PURPOSE:**  
PROVIDE SHORELINE PROTECTION

**DATUM:** MLLW= 0.0

**ADJACENT PROPERTY OWNERS:**  
1. ALASKA RAILROAD CORPORATION  
2. CITY OF WHITTIER  
3. STATE OF ALASKA

### PROPOSED CONDITIONS

CITY OF WHITTIER  
PO BOX 508  
WHITTIER, ALASKA  
99693  
POA-2007-1718

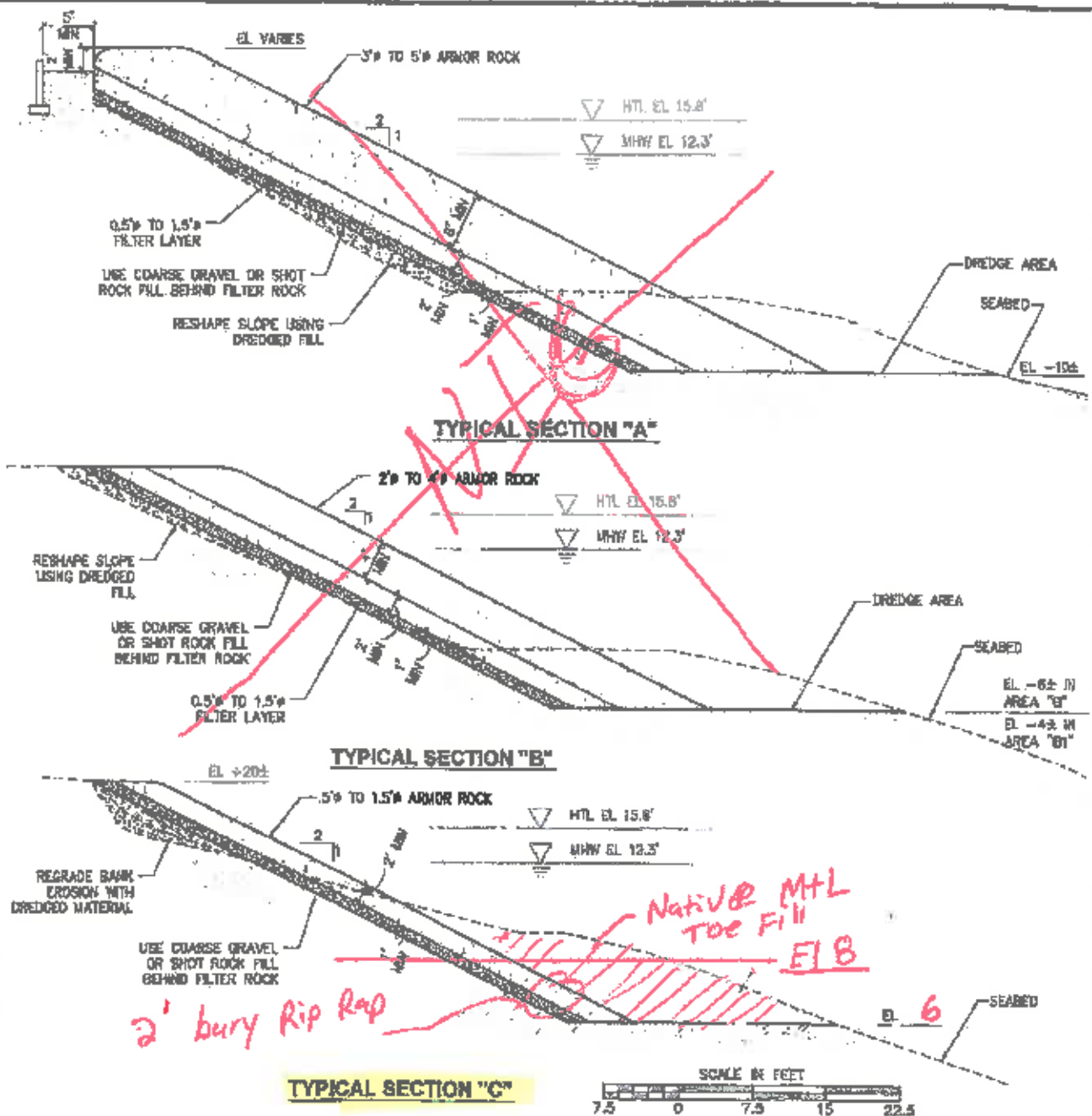
### **WHITTIER SMALL BOAT HARBOR WEST END ARMOR PROTECTION**

ON: PASSAGE CANAL  
AT: WHITTIER, ALASKA

8-28-2018

SHEET 4 of 6





PURPOSE:  
PROVIDE SHORELINE PROTECTION

DATUM: MLLW= 0.0

ADJACENT PROPERTY OWNERS:  
1. ALASKA RAILROAD CORPORATION  
2. CITY OF WHITTIER  
3. STATE OF ALASKA

**PROPOSED  
TYPICAL ARMOR  
ROCK SECTION**

CITY OF WHITTIER  
PO BOX 608  
WHITTIER, ALASKA  
99693  
POA-2007-1718

**WHITTIER  
SMALL BOAT HARBOR  
WEST END ARMOR  
PROTECTION**

ON: PASSAGE CANAL  
AT: WHITTIER, ALASKA

8-28-2018

SHEET 5 of 6





**PROPOSED  
TYPICAL ARMOR  
ROCK SECTION**

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PO BOX 608  
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99693  
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SHEET 6 of 6

## CHANGE ORDER

Project No.: 165.021377  
Project Name: Shotgun Cove Road Ph 5Change Order No.: CO #A

Contractor:	<u>Pruhs Construction</u>	Change Order Summary:	<u>Rip Rap Repair</u>
Address:	<u>3 Viking Drive</u>	Calendar Days (+/-):	<u>0</u>
	<u>Anchorage, Alaska 99501</u>	or New Completion Date:	<u>N/A</u>
Originated by: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Kuna		Amount of Change Order:	<u>\$48,000</u>

Recommended By:	<u>Julia Hanson</u>	Signature:	<u><i>Julia Hanson</i></u>	Date:	<u>9/12/2018</u>
	Title: <u>Project Engineer</u>		<u>Kuna Engineering</u>		

Approved By:	<u>Jim Hunt</u>	Signature:	<u></u>	Date:	<u></u>
	Title: <u>City Manager</u>		<u>City of Whittier</u>		

This change order constitutes agreement to terms, conditions and prices stated below.

Accepted by:	<u></u>	Date:	<u></u>
	Contractor's Representative		

Permission for previously approved subcontractor(s) to perform all or portions of the work described herein is as checked:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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The following change(s) in the above Contract are hereby made in accordance with the terms of the Contract and under the terms and conditions stated below. Price adjustments resulting from inaccurate cost and pricing data are subject to the provisions of AS 36.30.400(c). This document shall become an amendment to the Contract and all provisions of the Contract will be applicable.

**Description of Change (Use Continuation Sheet as Required)**

Repair bank erosion as detailed in US Army Corps of Engineers Permit No. POA-2007-01718 (dated Aug. 28, 2018).

Basis of Payment: Lump Sum

# **Pruhs**

## ***Construction***

September 13, 2018

Re: Price Quote for Sea Kayak Rip Rap Repair  
Contract No. 18-001

Dear Mr. Korbe:

As requested, Pruhs is submitting pricing on the Rip Rap Repair at the Sea Kayak location in Whittier, Alaska.

This lump sum price includes hand clearing the brush, removing the existing stairs, preparing the slope to receive the rip rap, and furnishing, hauling, and placement of approximately 350 tons of Rip Rap.

This Rip Rap will be mined from the excess material on the Shotgun Road Project.

Lump Sum Price: \$48,00.00

Please let me know if you need any more information.

Sincerely,

Tim Schwanke  
Construction Division Manager

**CITY OF WHITTIER  
RESOLUTION #23-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,  
APPROPRIATING \$48,000 OF THE GENERAL FUND OR HARBOR RESERVE FUND  
FOR THE PURPOSE OF PROVIDING SHORELINE PROTECTION LOCATED IN THE  
WHITTIER HARBOR BASIN, AT LATITUDE 60.7771° N., LONGITUDE 148.6927° W.,  
WHITTIER, ALASKA.**

**WHEREAS**, areas in the City of Whittier's Small Boat Harbor have suffered from natural coastal erosion problems; and

**WHEREAS**, The U.S. Army Corps of Engineers has proposed to discharge 487 cubic yards of clean fill material in order to conduct maintenance bank stabilization; and

**WHEREAS**, The U.S. Army Corps of Engineers has requested a payment of no more than \$48,000 to provide shoreline protection in the Whittier Small Boat Harbor; and

**NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL AUTHORIZES A  
PAYMENT OF NO MORE THAN \$48,000 FROM THE GENERAL FUND OR THE  
HARBOR RESERVE FUND TO THE U.S. ARMY CORPS OF ENGINEERS FOR THE  
PURPOSE OF PROVIDING SHORELINE PROTECTION IN THE WHITTIER SMALL  
BOAT HARBOR**

**PASSED AND APPROVED** by a duly constituted quorum of the City Council for the City of Whittier, Alaska on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**Introduced By: Jim Hunt**

**Introduction Date: September 13, 2018**

**ATTEST:**

\_\_\_\_\_  
Naelene Matsumiya  
City Clerk

\_\_\_\_\_  
Daniel Blair  
Mayor

Ayes:  
Nays:  
Absent:  
Abstain: