



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Agenda Borough Assembly Regular Meeting

Monday, April 17, 2023

6:00 PM

Assembly Chambers

You are invited to a Zoom webinar.
When: Apr 17, 2023 06:00 PM Alaska
Topic: April 17, 2023 Assembly Meeting

Please click the link below to join the webinar:
<https://petersburgak.gov.zoom.us/j/81170518792?pwd=WjlFM1V4U3V5T00yNldHb094RkpXZz09>
Passcode: 972795

Or Telephone:
(720) 707-2699 or (253) 215-8782
Webinar ID: 811 7051 8792
Passcode: 972795

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Approval of Minutes**
4. **A. April 3, 2023 Assembly Meeting Minutes**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings**

A. Public Hearing for Ordinance #2023-05: An Ordinance Updating Chapter 17.02 of the Municipal Code, Entitled "Safety Code Adoption"

Any public testimony regarding Ordinance #2023-05 should be given during this public hearing. A copy of Ordinance #2023-05 may be found under agenda item 14B.

6. **Bid Awards**
7. **Persons to be Heard Related to Agenda**
Persons wishing to share their views on any item on today's agenda may do so at this time.
8. **Persons to be Heard Unrelated to Agenda**
Persons with views on subjects not on today's agenda may share those views at this time.

9. Boards, Commission and Committee Reports

10. Consent Agenda

11. Report of Other Officers

A. Siren Test Report

Fire/EMS/SAR Director Hankins will provide a report on the siren test performed on March 29, 2023.

B. Human Resources Practices and Procedures Report

In response to inquiry by the Parks family and the public, Assembly Member Fine-Walsh will report on practices and procedures instituted by the Borough's HR Department since the tragic events of July 4, 2016 to improve the safety of Borough employees and residents.

C. Impacts of Tourism Research Report

Ryan Naylor, a Ph.D. student from Penn State University, has been conducting research in Petersburg, Wrangell, and Ketchikan from May 2022 to January 2023. Mr. Naylor lived in Petersburg from May to July 2022, and again in January 2023, exploring how residents in the community perceive the impacts of tourism. More specifically, Mr. Naylor is exploring 1) how tourism impacts the local culture of the community, 2) how tourism integrates into existing livelihoods, and 3) how the community can manipulate tourism to ensure appropriate forms of community development. He is repeating this process in Ketchikan and Wrangell to understand how differences in cruise tourism volume influence each community and identify community- and region-specific patterns. Mr. Naylor is trying to ensure his research can inform local decision-making and has now returned for a community engagement trip to explore preliminary ideas and explore ways to give back to the community.

D. New Petersburg Medical Center Project Report

PMC CEO Hofstetter and Project Manager Jay Farmwald will provide a report on the status of the new hospital project.

12. Mayor's Report

A. April 17, 2023 Mayor's Report

13. Manager's Report

A. April 17, 2023 Manager's Report

14. Unfinished Business

A. Ordinance #2023-04: An Ordinance Adjusting the FY 2023 Budget for Known Changes - Third and final reading

If approved in three readings, Ordinance #2023-04 will: 1) transfer 50% of General Fund surplus from FY 2022 to the Property Development Fund; 2) transfer \$65,432 from the Property Development Fund to the Community Center Sewer Line project; 3) transfer \$21,165.46 from the Hydro Substation project to the Blind Slough Hydro project; 4) transfer \$12,916 from the Wastewater Department reserves to the Ira II Street project; 5) transfer \$170,000 from the Electric Department reserves to the Diesel Plant Fuel budget line item to assure adequate funds for the annual SEAPA maintenance shutdown and diesel run in May/June; 6) increase the General Fund Attorney budget by \$90,000 due to unanticipated legal expenses from the Pitta Rosse, Kerr and Koenigs lawsuits; 7) increase the South Harbor Dredging project budget of \$635,000 due to encountering hard material during dredging operations; 8) increase to the Wastewater Professional Services budget of \$35,000 to cover the hire of HDR Engineering to assist in completing ADEC forms for retention of the NPDES 301h secondary treatment waiver; 9) transfer \$189,000 to a new Middle Harbor Dredging budget line item for removal of landslide debris from the Hammers Slough slide that is damaging the Middle Harbor; 10) increase of \$20,000 to the Fire Engine Motor Pool budget line item to cover various equipment needed for the new vehicle; 11) increase of \$80,000 to the Streets Department Motor Pool O&M budget line item due to increased parts costs and unanticipated necessary repairs; and 12) increase of \$10,000 each to the Motor Pool Patrol Unit #54 and Patrol Unit #96 budget line items due to increased costs of chassis and vehicle uplifts. The Ordinance was unanimously approved in its first and second readings.

B. Ordinance #2023-05: An Ordinance Updating Chapter 17.02 of the Municipal Code, Entitled "Safety Code Adoption" - Second Reading

If approved in three readings, Ordinance #2023-05 will (1) update the local amendment to the International Building Code snow load requirement, and (2) adopt a local amendment to the International Residential Code for new insulation values. The Assembly unanimously approved Ordinance #2023-05 in its first reading.

15. New Business

A. Resolution #2023-04: A Resolution Approving the Hospital Board's Site Selection for a New Hospital Facility, Authorizing the Hospital Board's Submission of Rezoning and Subdivision Applications for the Site, and Authorizing the Hospital Board to Proceed with Contracting with Dawson Construction for Preconstruction Services Under a Construction Manager/General Contractor Agreement

If approved, Resolution #2023-04 will approve a site for a new hospital facility, authorize the Hospital Board to submit applications to rezone the property, plat a major subdivision, and vacate portions of Fram, Gjoa and N. 12th Streets, and authorize the Hospital Board to proceed with contracting with Dawson Construction for preconstruction services.

B. Resolution #2023-05: A Resolution Accepting \$56,322 in Grant Funding from the State of Alaska, Department of Health and Social Services, for Round 2 of the Healthy and Equitable Communities Grant Program

If adopted, Resolution #2023-05 will accept and distribute \$56,322 in grant funds as follows: \$28,736 for local emergency planning supplies, \$17,177 for a microscope with a camera attachment for the PMC lab, and \$10,409 for chain link fencing and safety materials for the Mort Fryer Ball Fields.

C. Hospital Board Appointment

Mayor Jensen, with approval of the Assembly, will make an appointment to the vacant seat on the Hospital Board. The appointee will serve until the October 3, 2023 Municipal Election. One letter of interest has been received from Jim Roberts.

D. Reschedule May Assembly Meetings

Borough Administration requests to reschedule the Assembly meetings for the month of May due to employee travel and consideration of the FY 2024 budget ordinance. The meetings are currently scheduled for May 1 at noon and May 15 at 6:00 p.m. We request rescheduling both meetings for one week later - May 8 at noon and May 22 at 6:00 p.m. This temporary schedule will still leave two weeks between the second meeting in May and the first meeting in June.

E. FY 2024 Budget Work Session

Manager Giesbrecht and Finance Director Tow request the Assembly choose a date and time to hold a work session on the proposed Borough budget for FY 2024.

16. Communications

A. Correspondence Received Since March 30, 2023

17. Assembly Discussion Items

A. Assembly Member Comments

B. Recognitions

18. Board of Equalization

The Assembly, acting as the Board of Equalization, will hear 2023 property tax assessment appeals.

The Borough's Contract Assessors, Appraisal Company of Alaska, will provide information to the Board of Equalization regarding the property valuation process for Petersburg. This year 67 appeals were filed, including one appeal filed after the deadline, 46 of which have been resolved and withdrawn. The BOE will need to vote on whether to hear the late filed appeal.

State Statute AS 29.45.210(b) - Appeal Hearing, mandates:

*The Appellant bears the burden of proof

*A successful appeal must establish that valuation is UNEQUAL, EXCESSIVE, IMPROPER or UNDERVALUED based on facts stated in a valid written appeal or proven at the appeal hearing.

A. Appeal Filed After the March 31, 2023 Deadline

Steve and Desi Burrell missed the appeal filing deadline. They filed an appeal on April 10, 2023.

Borough Code Section 4.24.180 states: Notice of appeal, in writing, specifying the grounds for the appeal and in the form that the board may require shall be filed with the assessor within 30 days after the date of mailing of notice of assessment. In order to be timely filed, the appeal must be received in the offices of the borough finance department by not later than 5:00 p.m. on the thirtieth day following mailing. If notice of appeal is not given within that period, the right of appeal shall cease as to any matter within the jurisdiction of the board, unless it is shown to the satisfaction of the board that the taxpayer was unable to appeal within the specified time.

The BOE should decide whether to hear the Burrell's appeal.

B. Wood, Charles Ed - Parcel #01-044-070; Appeal #2023-13

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

C. Bell, Shelyn Marie - Parcel #02-041-100; Appeal #2023-32

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

D. Ohmer, Nicholas - Parcel #01-004-010; Appeal #2023-36

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal

- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

E. Knight, Casey - Parcel #01-011-378; Appeal #2023-37

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

F. Wikan, Richard - Parcel #04-010-175; Appeal #2023-38

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

G. Thynes, Brandi - Parcel 01-002-351; Appeal #2023-49

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

H. Thynes, Brandi - Parcel #01-009-202; Appeal #2023-50

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor

- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

I. Thynes, Brandi - Parcel #01-056-735; Appeal #2023-51

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

J. Meeks, Phillip & Sandra - Parcel #04-010-120 (Point Agassiz Lot 9 Ramstead); Appeal #2023-56

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

K. Mathisen, Lenore - Parcel #01-001-270; Appeal #2023-57

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

L. Jensen, John & Pam - Parcel #04-010-110 (Point Agassiz Lot 7 Ramstead); Appeal #2023-58

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

M. Jensen, John & Pam - Parcel #04-010-125 (Point Agassiz Lot 10 Ramstead); Appeal #2023-59

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

N. Jensen, John & Pam - Parcel #04-010-130 (Point Agassiz Lot 11 Ramstead); Appeal #2023-60

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

O. Jensen, John & Pam - Parcel #04-010-135 (Point Agassiz Lot 12 Ramstead); Appeal #2023-61

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization

F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

P. JHD Real Estate (John Jensen) - Parcel #04-010-095 (Point Agassiz Lot 4 Ramstead); Appeal #2023-62

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

Q. JHD Real Estate (John Jensen) - Parcel #04-010-100 (Point Agassiz Lot 5 Ramstead); Appeal #2023-63

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

R. JHD Real Estate (John Jensen) - Parcel #04-010-140 (Point Agassiz Lot 13 Ramstead); Appeal #2023-64

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

S. JHD Real Estate (John Jensen) - Parcel #04-010-145 (Point Agassiz Lot 14 Ramstead); Appeal #2023-65

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

T. JHD Real Estate (John Jensen) - Parcel #04-010-180 (Point Agassiz Lot 21 Ramstead); Appeal #2023-66

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

U. JHD Real Estate (John Jensen) - Parcel #04-010-185 (Point Agassiz Lot 22 Ramstead); Appeal #2023-55

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

V. Burrell, Desiree - Parcel #01-001-210; Appeal #2023-67

Appeal Hearing Process (A-D are provided 3 minutes each to speak):

- A. Appellant
- B. Assessor
- C. Appellant Rebuttal
- D. Assessor Rebuttal
- E. Questions from the Board of Equalization
- F. Board of Equalization's Decision – Any changes to the Assessor's valuations must be based on facts presented at the BOE Hearing and the BOE must provide a reason for the changes. The Appellant bears the burden of proof based on salient facts.

19. Adjourn



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes Borough Assembly Regular Meeting

Monday, April 03, 2023

12:00 PM

Assembly Chambers

1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 12:00 p.m.

PRESENT

Mayor Mark Jensen
Vice Mayor Bob Lynn
Assembly Member Thomas Fine-Walsh
Assembly Member David Kensinger
Assembly Member Donna Marsh
Assembly Member Jeff Meucci
Assembly Member Scott Newman

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

A. March 20, 2023 Assembly Meeting Minutes

The March 20, 2023 Assembly meeting minutes were unanimously approved.

Motion made by Assembly Member Meucci, Seconded by Vice Mayor Lynn.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh,
Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci,
Assembly Member Newman

4. Amendment and Approval of Meeting Agenda

The agenda was approved as submitted.

5. Public Hearings

A. Public Hearing for Ordinance #2023-04: An Ordinance Adjusting the FY 2023 Budget for Known Changes

No testimony was received during this public hearing.

6. Bid Awards

There were no bid awards.

7. Persons to be Heard Related to Agenda

Persons wishing to share their views on any item on today's agenda may do so at this time.

Brandi Boggs, PMC Patient Navigator, spoke in favor of approval of the letter of support for PMC's Home Health Department (agenda item 15D) and a grant they are applying for. She outlined how PMC could use the funds if the grant is approved.

Tony Vinson shared his views in favor of passage of Ordinance #2023-03, which, if approved by the voters, will amend the Borough Charter to allow Borough employees, including hospital and school employees, to serve on certain boards and commissions.

8. Persons to be Heard Unrelated to Agenda

Persons with views on subjects not on today's agenda may share those views at this time.

No views were shared.

9. Boards, Commission and Committee Reports

A. Parks & Recreation Advisory Board Report

Parks & Recreation Board Chair Fine-Walsh read a letter the Board sent to the Petersburg Indian Association recognizing them for their ongoing efforts to improve Petersburg's community trail network.

10. Consent Agenda

There were no consent agenda items.

11. Report of Other Officers

A. Petersburg Medical Center Update

PMC CEO Hofstetter reviewed his written report and gave an update on the Medical Center.

B. US Forest Service Update

Petersburg Ranger District Silviculturist Case gave an update on Forest Service activities.

C. Petersburg School District Financial Update

Superintendent Kludt-Painter and Finance Director Morrison gave the Assembly an update on the school district's finances, and explained the need for an increase in funding from the Borough.

12. Mayor's Report

A. April 3, 2023 Mayor's Report

Mayor Jensen read his report into the record.

13. Manager's Report

There was no written report for this meeting.

14. Unfinished Business

A. Ordinance #2023-03: An Ordinance Proposing Amendments to the Home Rule Charter of the Petersburg Borough to Allow Borough Employees, Including Employees Working at Petersburg Medical Center and Petersburg School District, to Serve on Certain Boards and Commissions, and Directing that the Proposed Charter Amendments be Submitted to the Qualified Voters of the Borough - Third and Final Reading

If adopted in three readings and then approved by Petersburg voters on October 3, 2023, Ordinance #2023-03 will allow Borough, Medical Center and School District employees to serve on certain local boards and commissions, but not including those which directly administer their employment. Examples: 1) a Borough employee may serve on the School Board or Hospital Board but may not run for Assembly; 2) a Medical Center employee may serve on the Assembly or the School Board but may not run for the Hospital Board; 3) a School District employee may serve on the Assembly or Hospital Board but may not run for School Board. Ordinance #2023-03 was approved by a vote of 6-1 in its first and second readings.

Ordinance #2023-03 was unanimously approved in its third and final reading. The proposition will now go before the Petersburg voters in October, 2023.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

B. Ordinance #2023-04: An Ordinance Adjusting the FY 2023 Budget for Known Changes - Second Reading

If approved in three readings, Ordinance #2023-04 will: 1) transfer 50% of General Fund surplus from FY 2022 to the Property Development Fund; 2) transfer \$65,432 from the Property Development Fund to the Community Center Sewer Line project; 3) transfer \$21,165.46 from the Hydro Substation project to the Blind Slough Hydro project; 4) transfer \$12,916 from the Wastewater Department reserves to the Ira II Street project; 5) transfer \$170,000 from the Electric Department reserves to the Diesel Plant Fuel budget line item to assure adequate funds for the annual SEAPA maintenance shutdown and diesel run in May/June; 6) increase the General Fund Attorney budget by \$90,000 due to unanticipated legal expenses from the Pitta Rosse, Kerr and Koenigs lawsuits; 7) increase the South Harbor Dredging project budget of \$635,000 due to encountering hard material during dredging operations; 8) increase to

the Wastewater Professional Services budget of \$35,000 to cover the hire of HDR Engineering to assist in completing ADEC forms for retention of the NPDES 301h secondary treatment waiver; 9) transfer \$189,000 to a new Middle Harbor Dredging budget line item for removal of landslide debris from the Hammers Slough slide that is damaging the Middle Harbor; 10) increase of \$20,000 to the Fire Engine Motor Pool budget line item to cover various equipment needed for the new vehicle; 11) increase of \$80,000 to the Streets Department Motor Pool O&M budget line item due to increased parts costs and unanticipated necessary repairs; and 12) increase of \$10,000 each to the Motor Pool Patrol Unit #54 and Patrol Unit #96 budget line items due to increased costs of chassis and vehicle uplifts. Ordinance #2023-04 was unanimously approved in its first reading.

The Assembly unanimously approved Ordinance #2023-04 in its second reading.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

15. New Business

A. Ordinance #2023-05: An Ordinance Updating Chapter 17.02 of the Municipal Code, Entitled "Safety Code Adoption"

If approved in three readings, Ordinance #2023-05 will (1) update the local amendment to the International Building Code snow load requirement, and (2) adopt a local amendment to the International Residential Code for new insulation values.

By unanimous roll call vote, Ordinance #2023-05 was approved in its first reading.

Motion made by Assembly Member Kensinger, Seconded by Assembly Member Meucci.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

B. Alaska Department of Transportation & Public Facilities (ADOT&PF) Ferry Focus Group Appointment

ADOT&PF is organizing locally-based Ferry Focus Groups to provide further insight into how AMHS can best serve communities with available resources while they work toward more reliable service. They are requesting local participation in upcoming service schedule planning/schedule development and will have more opportunities for involvement in the future. Assembly Member Kensinger is willing to participate in the Ferry Focus Group for Petersburg if the Assembly so desires.

Assembly Member Kensinger was unanimously appointed by the Assembly to serve on the Ferry Focus Group.

Motion made by Vice Mayor Lynn, Seconded by Assembly Member Meucci.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

C. Petersburg Medical Center Project Steering Committee Appointment

Manager Giesbrecht was unanimously appointed to the PMC Project Steering Committee.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

D. Petersburg Medical Center Home Health Letter of Support

The letter of support was unanimously approved.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

E. Petersburg Municipal Employees Association Collective Bargaining Agreement Negotiation Team

By unanimous roll call vote, the Assembly approved Manager Giesbrecht, Finance Director Tow, Clerk Thompson and Deputy Clerk Regula as the negotiating team for the upcoming PMEA contract negotiations.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

16. Communications

A. Correspondence Received Since March 16, 2023

17. Assembly Discussion Items

A. Southeast Alaska Sea Otter Abundance Estimate

Assembly Member Meucci reported that the Sea Otter Stakeholder Group released their findings of a sea otter survey performed in SE Alaska last year. With a 95% confidence rate, they estimate the number of sea otters in SE Alaska to be 22,359. They also report they believe the carrying capacity of sea otters for SE Alaska to be 48,000.

B. Assembly Member Comments

No comments were shared.

C. Recognitions

Assembly Member Newman recognized Mayor Jensen and Manager Giesbrecht for their work representing Petersburg in Washington, D.C. last week.

18. Executive Session

The Assembly adjourned to executive session to discuss the status of and strategy with respect to collective bargaining with the Petersburg Municipal Employees Association.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

The Assembly came out of executive session at 2:47 p.m. and reconvened regular session.

19. Adjourn

The meeting was adjourned at 2:48 p.m.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Mayor Jensen, Vice Mayor Lynn, Assembly Member Fine-Walsh, Assembly Member Kensinger, Assembly Member Marsh, Assembly Member Meucci, Assembly Member Newman

Siren Test for 3/29/2023

Present were Aaron Hankins (Myself), Ryan Welde, Josh Rathmann, and Police Chief James Kerr.

We attempted to start the test at noon but soon found that we were not transmitting the signal to start the sirens. After some troubleshooting we found that a wire had been pulled out of the back of a power supply to our transmitting equipment. We repaired the connection and then ran a successful test of all the Sirens together, and then each one individually, to confirm each siren was operating correctly.

It appears that besides the initial transmitting issue, the test was successful. However there were some noted problems with the Code Red warning of the siren test. The warning left some folks out, what I do not yet know is if this as because some folks are not signed up in the system or if it was an error on my part. I am still investigating.

Anyway, having confirmed that the sirens work, I wish to get into a regular monthly testing schedule. With approval from Steve and the Assembly, I hope to test the sirens every 1st Wednesday of the month, starting May 3rd. After obtaining approval, I plan to start advertising the regular testing schedule with the Petersburg Pilot and KFSK.

-Aaron Hankins

PVFD Director

Report on Petersburg Borough Human Resources Practices and Procedures by Assembly Member Fine-Walsh

In light of the recent ruling issued by the Alaska Supreme court in the case filed by the family of Molly Parks, I think it is important to provide an update to our community about what has been done in the time since the tragic events of July 4, 2016. I know this is very much on everyone's mind right now and I have given it a great deal of thought myself trying to figure how best to help. I have spoken with the Parks family, I have met with and interviewed borough admin, and I have reached out to municipal administrators in neighboring communities to see how their practices compare to our own.

Many members of our community, including the Parks family, have requested that the borough initiate a full investigation of the events surrounding the crash that took the lives of Molly Parks and Marie Giesbrecht. My objective today is not to assign blame to anyone, rather, my priority as an assembly member is to make sure we are doing everything reasonably possible to keep our community safe and that when those efforts do not succeed, we do everything possible to understand why and learn how we might improve our policies. Many members of the community are under the impression that the Borough has not instituted policies in response to the events of 2016, this is not true. There has been a robust response on the part of the Borough though unfortunately, Borough admin have not been very public about this.

I have spoken with borough personnel who were in place at the time of the incident to learn what new and improved procedures have been instituted to better safeguard our community. This is what I learned.

First, the borough has introduced enhanced screening of all new borough employees. All borough employees are now subject to a full background check by a reputable company based out of Ketchikan called The Safety Specialists, (TSS). Requiring all borough employees to undergo a full background check ensures that, even if an employee fails to disclose important information during the application process, and even if this information is not on any record in the state of Alaska, for instance when an employee comes from out-of-state, the borough will have this information before hiring.

Second, the borough's department heads are now very rigid about which of their employees are able to operate vehicles or other machinery on the job at all. During the application process, department heads will sit down with incoming employees and go over, in detail, every aspect of their job description. Both the Employee and the department head will sign off on this process to show that each has a full understanding of their roles and responsibilities. Only those certain employees whose job description specifically includes operation of vehicles or machinery are allowed to do so. The department heads work closely with these employees to ensure they are competent to safely carry out their job duties and that adequate accommodations are made for any disability the employee may have. Anyone whose job description does not include driving is now NOT allowed to operate ANY vehicle, regardless of whether someone may have a license to drive. It is crucial that department heads know at all

times which of their employees may be expected to operate a vehicle or other dangerous machinery.

I want to further address what borough policy looks like when an accommodation needs to be made for an employee with a disability. The Americans with Disabilities Act (the ADA) prohibits employers from automatically denying employment or removing an employee on the basis of a disability, such as seizures. Once employed, an employer, such as the Petersburg Borough is required to make reasonable accommodations for an employee with a disability, regardless of whether the employer was aware of the disability during the hiring phase or if the disability arises or becomes apparent after employment. This is why it is so important to have accurate descriptions of job duties for every position and why it is important for employees and their supervisors to know what these job descriptions include. With a detailed listing of all aspects of the roles and responsibilities for each employee position, the employee, supervisor and department heads can work with HR to determine exactly what accommodations are necessary for an employee with a disability by examining what the essential functions of that employee position are. If a job description is not complete, and an employee is undertaking functions that a department head or human resources are not aware of, they will not be able to ensure that an employee is effectively accommodated. This is why the Petersburg Borough provides a detailed job description for every position that sets out all the functions and requirements of that position. When an employee requests an accommodation for a disability an interactive process is initiated between the employer and employee, this process is a requirement under the ADA.

In the interactive process, the applicant or employee, health care provider and the Petersburg Borough may each share information about the nature of the disability and the limitations that may affect the employee's ability to perform the essential job duties. This discussion is the foundation of compliance with the Americans with Disabilities Act.

During the process the Borough may review an accommodation request from the employee or his or her health care provider. The Borough may obtain written medical release or permission from the employee. The employee's health care provider may not disclose information or answer questions about the employee's disability without the employee's permission. Finally, the Borough may ask the employee to provide appropriate documentation from the employee's health care or rehabilitation professional regarding the nature of the impairment, its severity, the duration, the activities limited by the impairment(s) and the extent to which the impairment(s) limits the employee's ability to perform the job's essential duties/functions.

From here it is the duty of the Borough Human Resources department to determine what accommodations are necessary and if accommodation is reasonably possible.

I spoke with the head of the Borough Human Resources department in Sitka and they explained that the Sitka Borough outsources the task of determining what accommodations are necessary and if accommodation is reasonably possible to a third-party agency which specializes in this area. Small communities often have only one or two individuals working in the HR department and application of ADA regulations is complicated and requires specialized knowledge of federal law.

Based on the research and interviews I conducted to compile this report, I have the following recommendations:

First, I recommend that the Petersburg Borough and Assembly consider adopting a similar practice to Sitka. The cost of hiring a third-party agency is reasonable, (Sitka spends \$3000 a year on this service) and the benefits include access to specialists with detailed knowledge of the ADA and how to apply its rules.

Second, I recommend that the Borough require that incoming Department Heads and supervisors undergo ADA training as part of their employment so they have a clear understanding of the policies put in place by the borough to accommodate employees with disabilities. It is crucial that supervisors, department heads and the human resources department know how to work together to ensure that reasonable accommodations are made when necessary and that employees and the public are not put at risk.

To conclude, I want to offer my deepest condolences to the Parks and Giesbrecht families for a loss, terrible beyond comprehension. I want to thank the Parks family and the Petersburg community for their commitment to ensuring our safety, even when it means revisiting such awful tragedy. Facing this event makes our entire community that much stronger as a result of their efforts, and that much safer.

Questions for Petersburg Borough Assembly

1. Lessons from other communities - Residents will consistently describe the fear of not wanting to become the next Ketchikan, Juneau, Sitka, or Skagway. However, due to the geographic limitations of the Wrangell Narrows, the scale of ships most likely to visit are more characteristic of a community like Wrangell. Yet, residents rarely bring up Wrangell's tourism economy when discussing the future of development. Why is Wrangell's tourism economy seldom referred to and what lessons can it offer to Petersburg?
2. Infrastructure - Perhaps the greatest connection between control of tourism development and community control is infrastructure maintenance and control. Wrangell must decide what to do with their six-mile dock. Ketchikan must decide if they want to retain local management of port infrastructure amid private cruise ship dock development. For Petersburg, residents usually recognize this intersection at the drive-down dock, and residents' perspectives of its use are usually shaped by their livelihood. Data suggests the "working dock" nature of the harbors is a priority of authenticity and for tourism development. How can the community continue to develop mutually beneficial harbors or is the harbor infrastructure seen as a way to limit tourism development?
3. Local Control - Being local seems to be critical no matter the industry. Within commercial fishing, you have the issues of the "clone fleet" to local ownership of processors. In tourism, local ownership of tourism agencies and hotels is a priority as well as different levels of acceptability based on local ownership and local employment for fishing lodges. How does the acceptability of tourism development relate to local control?
4. Cultural vs. Economic Arguments - Many individuals employed in tourism directly or indirectly express frustration for individuals not understanding the economic benefits of tourism. While critical, the data also reinforces the need to forefront cultural elements, such as identity and authenticity. How would you articulate a cultural argument for tourism development?
5. Public Participation - Within my data, public participation issues around tourism development have emerged in different categories, such as fear of retaliation from others for sharing opinions, time availability or accessibility of meetings, and even a sunny day. Individuals can be more willing to discuss topics in private with those in decision-making authority but will be unwilling to state their opinion on record due to social consequences. Individuals become motivated to participate in highly personal issues such as we see in these meetings. In contrast, tourism development is a community-wide issue where responsibility and impacts are scattered. Considering participation issues such as social consequences, time, accessibility, and weather, what does participation look like for community-wide issues such as tourism?

Thank you for your feedback. This information will be kept confidential and will be used to guide the development of the community report I will give back to the community of Petersburg when I return, approximately in January 2024.

Please respond with your feedback to Ryan Naylor at rsn16@psu.edu or 610-927-7546.

MEMORANDUM

TO: Petersburg Borough Assembly

FROM: Philip Hofstetter, Petersburg Medical Center CEO

SUBJECT: New Hospital Project Status and Pre-Construction Services

DATE: April 11, 2023

CC: Steve Giesbrecht, Borough Manager
Jody Tow, Finance Director
Debbie Thompson, Borough Clerk
Jerod Cook, PMC Board Chair

Borough Resolution 2021-04 directed PMC to pursue external sources of funding for the new hospital project, bring the project to a shovel ready status, and work with potential contractors on a phased approach to the project. Accordingly, PMC has taken the following actions.

FUNDING: PMC secured an \$8M HRSA grant in August 2022, and has also secured a position on the State's list of 10 projects being funded via a \$112M allocation from the US Department of Treasury's Coronavirus Capital Projects Fund (CCPF). The State requested \$20M for the PMC Project via the CCPF. PMC is also requesting funding from the following sources.

SFY2024 Capital Budget (Stedman): \$20M [submitted]

FY2024 Congressionally Designated Funding (Murkowski): \$15M - \$30M [submitted]

FY2024 Community Project Funding (Peltola): \$15M [submitted]

FY2023 Denali Commission Grant: \$975,000 [application being submitted on 14 April]

DESIGN: In September 2022 PMC selected *Bettisworth North (BN)* through an open, competitive RFP process to design the project. Programming and concept design documents were completed in January 2023. The site plan approved by the PMC Board and presented to the Borough at a February work session is shown below. The HRSA grant is being used for design and other project planning/support costs.



During the next phase of design (Schematics) when individual departments are actually configured within the building, and the architect begins to explore options for things like windows and exterior materials, PMC plans to conduct a community involvement workshop.

PROJECT BUDGET: The approximate total budget for the project is \$85 million. This assumes a 70,000 sf two-story building. The budget is based on a preliminary estimate of direct construction costs prepared for the 2020 Master Plan adjusted for escalation to \$62 million. The total budget includes all soft costs such as geotechnical investigations, environmental clearances, design, project management, medical equipment, inspections, contingency, etc. The construction estimate needs validation by a general contractor.

PHASING PLAN: The following phasing plan has been developed for construction of the project.

Phase 1a – Site Work (\$8 million, Summer/Fall 2023): Earthwork (mass excavation and import of structural fill) to make the site truly shovel ready. Completing Phase 1 in 2023 will provide time for the fill to settle during the winter of 2023/2024 and allow for an early spring 2024 Phase 2 start. Site work will be accomplished using the CCPF grant and Denali Commission grant (if approved).

Phase 1b – Off-site Improvements (\$640,000, 2024): Upgrade and extensions of water, sewer, power and communication lines to the new site. This phase also includes improvements to Excel St. between North 10th St. and the new driveway on the north side of the new hospital site. Denali Commission funds (if approved) will be used for design and direct construction costs. Soft costs (inspection/testing, construction administration, contingency, etc.) will be funded via the CCPF grant.

Phase 2 – Building Shell & Core (\$39 million, 2024): Foundations, building envelope and roofing. Due to the wet weather in southeast Alaska, it is imperative that the envelope including the roof assembly be completed by fall 2024. This will lead to overall savings (e.g., reduce low value expenditures like dehumidification) and improve overall quality control by working in the dry as soon as possible. During Phase 2 it will also be important to procure certain long lead items needed for Phase 3. In today's market, many mechanical and electrical equipment items have extremely long procurement times (e.g., air handling units are 30 - 40 weeks out and electrical switch gear is 36 – 80 weeks).

Approximately \$12 million from the CCPF grant should be available for Phase 2. The balance needed for Phase 2, including several million dollars for long lead items, will be funded via a State Capital Budget grant if it is approved during this legislative cycle.

Phase 3 – Interior Fit-Out (\$29 million, 2025 - 2026): Interior fit-out and finish work, including the installation of long lead equipment. Funding for Phase 3 will be via the federal FY2024 CDS and CPF requests (if approved).

The phasing plan summarized above has several other inherent advantages. First, it levels the workforce required over the duration of the project, which will result in more local hire. Second, it results in less overall disruption (housing, traffic, etc.) to the community during construction of the facility. This is an important consideration since the project will span several fishing seasons. Third, it allows the contractor to lock in prices early for long lead items. And finally, it provides additional time to complete the funding stack.

PRE-CONSTRUCTION SERVICES: In accordance with direction in Resolution 2021-04 to work with potential contractors on a phased approach to the project, PMC decided to use the Construction Manager - General Contractor (CMGC) project delivery method (aka CM@Risk or CMAR). The CMGC project delivery method is the industry standard for complex, phased projects. It is being used by both private owners (e.g., Alaska

Native Tribal Health Consortium, Southeast Alaska Regional Health Consortium, Providence Alaska Medical Center) and public owners (e.g., Federal Government, State of Alaska DOT&PF, University of Alaska, and the Cities of Nome, Skagway, and Haines to name a few).

In the CMGC delivery method the Owner enters into a contract directly with an Architectural/Engineering (A/E) firm to design the project. Early in the design phase, the Owner then issues an RFP to interested general contractors. The contractors compete based primarily on their qualifications, but the selection criteria almost always also include a price component. Once a contractor is selected, the Owner enters into a contract for professional and technical services with the CMGC and their major subcontractors (typically mechanical and electrical) to assist with project development. Tasks under this contract include conducting constructability reviews, value engineering, risk assessments, cost estimating, assisting with third party coordination (utilities, roads, etc.) and working with the designers to optimize the cost benefits and the efficiency of the project. Having a CMGC on the team that can provide true market based cost estimates for the project throughout the design phase is extremely important in the current volatile marketplace with inflationary pressures. CMGC cost estimates are always more accurate than estimates prepared by the design team, and owners with funding constraints and/or who are debt adverse need this expertise on the project team. The Borough was wise to include wording in Resolution 2021-04 about working with contractors early in the process.

At an appropriate point during the design phase, the Owner and CMGC enter into open book negotiations for construction of the project. An independent cost estimate is completed to assist in validating the CMGC Guaranteed Maximum Price (GMP) proposal. GMP amendments to the original pre-construction contract are executed for actual costs plus a fee for overhead and profit. The CMGC guarantees a maximum price which protects the Owner with a ceiling contract amount. However, it is noteworthy that if final direct costs are actually less than those in the GMP, the savings revert back to the Owner.

If GMP negotiations are not successful, the Owner may then advertise and award the project using a different delivery method (e.g., Design-Bid-Build or Design-Build). Federal grants usually prohibit the original CMGC from participating in subsequent advertisements since they now have intimate knowledge about the project and therefore an unfair advantage. This motivates the CMGC to be a true partner with the Owner.

This delivery method allows the Owner and CMGC to negotiate and construct smaller work packages within the project. For example, the CMGC may see a need to procure items with long lead times (e.g., structural steel) in order to meet the schedule. Or, the CMGC may see a need to relocate utilities or complete site work in advance of construction of the larger project. The CMGC method allows for the advancement of these project components before the larger project begins, i.e., it is a tailor made model for phased construction.

By comparison, in the construction industry today the traditional Design-Bid-Build (low bid) model is typically limited to simple straight forward projects that employ standardized designs, e.g., retail outlets, utility extensions, etc. For somewhat more complicated projects where the owner is willing to cede direct control of the design to a contractor, the Design-Build model is often used. But for very complex projects like hospitals, and even for facilities like museums and libraries, the current industry standard is CMGC. Entering into a low bid contract for a hospital project invites a change order environment. The advantages of CMGC are summarized below. Also reference the graphic prepared by the Project Architect (*Bettisworth North*) attached to this memorandum.

1. Design Team works directly for the owner
2. Contractor adds value to project during design
 - detailed phasing plans and overall schedule
 - value engineering
 - procuring qualified subcontractors
 - procurement of long lead materials and equipment
 - constructability reviews
 - more accurate market estimating
3. Allows for phased funding and construction
4. Lower overall risk for both owner and contractor
5. Savings at end of project revert back to owner

It is essential though, that the selected contractor have experience with the CMGC delivery method.

According to *Associated General Contractors of Alaska*, Central Region ADOT&PF has been working CMGC projects since 2005, when they used this delivery method for the Anchorage Airport South Terminal Project. Since that time, the Central Region has completed approximately 20 CMGC projects. ADOT&PF currently has 13 active CMGC projects in all three regions (Central, Southcoast, Northern), plus 3 that are either advertising or pending award.

CONTRACTOR RFP FOR THIS PROJECT: On December 20, 2022 PMC issued an open, competitive Request For Proposals (RFP) to add a CMGC partner to the project team. The RFP included both qualification and price criteria. It was consistent with Federal procurement standards. It also included a draft contract based on national CMGC template language developed by the *American Institute of Architects*, with edits by the law firm *Hall-Render*, plus input from the PMC Project Manager and myself. The Borough attorney from *Heideman Law Offices* has now also provided input for the final contract. Note that the contract includes a provision that allows the GMP to be converted to a traditional Lump Sum if desired; it also includes an owner friendly Termination for Convenience clause.

The RFP was posted with the Anchorage Plans Room, Alaska Associated General Contractors, and Builders Exchange of Washington. The PMC Project Manager also directly contacted 20 contractors in Alaska and the Pacific Northwest with known hospital construction experience and encouraged them to propose. Most responded that they had resource issues and/or were uncomfortable working in an off-road market they were unfamiliar with. Proposals were received on February 10, 2023 from the following contractors.

- *ASRC-SKW Eskimos, Inc.*
- *Dawson Construction, LLC*

A five-member Selection Committee comprised of the following evaluated the proposals.

Philip Hofstetter, CEO
 Jerod Cook, Board Chair
 Jennifer Bryner, Chief Nurse Officer
 Mike Boggs, Plant Supervisor
 Roy Rountree, Bettisworth North Architects

The Committee used a two-step process. First, the written proposals were evaluated and scored; then both firms were interviewed and rescored. The proposed lump sum price for pre-construction services was exactly the same from both firms (\$175,000). There was less than a 2% difference between the two proposals with respect to the other price criteria. After final scoring, Dawson Construction received 39% more points than ASRC-SKW. On February 22nd the Committee made a unanimous recommendation to the PMC Board that a contract be awarded to Dawson Construction, LLC for \$175,000 for pre-construction services, and that the contract include a provision that allows PMC to negotiate Guaranteed Maximum Price (GMP) Amendments for construction phase services. On February 23rd the PMC Board approved the Committee's recommendation. Dawson has been informed that the Borough must also approve their selection.

RECOMMENDATION: That the Borough Assembly, (a) approve the competitive proposal process for the selection of a CMGC for the New Medical Center Project; (b) approve Dawson Construction, LLC for the CMGC role on the Project; and (c) authorize PMC to finalize a \$175,000 contract for pre-construction services with Dawson Construction, LLC, with a provision that allows PMC to negotiate and manage Guaranteed Maximum Price (GMP) Amendments for construction services, provided that GMP Amendments are presented to the Borough for final approval.

Thank you for your consideration.

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What contract delivery method would you recommend for construction?

Construction Delivery Methods	Strengths	Weaknesses
Design-Bid-Build	<ul style="list-style-type: none"> • Simple price based on selection process • Relationships are simple • Familiar method for procurement and PM staffs 	<ul style="list-style-type: none"> • No ability to qualify contractors • Potential adverse atmosphere • No front-end cost guarantee • Potential for numerous change orders and litigation
Design-Build	<ul style="list-style-type: none"> • Single point of responsibility • Minimizes litigation • Schedule performance • Less owner cost for inspection and contract administration 	<ul style="list-style-type: none"> • Very expensive for contractor to bid • Weeds out some top professionals • Quality control Issues: • <i>Contractor Controls Quality, minimal Owner QA</i> • Minimizes owner input
<p>CM @ Risk</p> <ul style="list-style-type: none"> • CM/GC (Construction Manager/General Contractor) • GC/CM (General Contractor/Construction Manager) 	<ul style="list-style-type: none"> • Early guaranteed price (as soon as possible after completion of 35% Design) • Committed monitoring of price by CM @ Risk • Simple relationship • Team atmosphere • High participation by owner • Schedule and speed benefits • Project construction can be phased • Minimizes litigation • Includes qualifications and experience as basis for selection of contractor 	<ul style="list-style-type: none"> • Requires hands on involvement of owner • There is a high demand on CM @ Risk • <i>Meetings</i> • <i>Collaboration with project team during design</i>

New Petersburg Medical Center Project

Project Overview

CMGC Delivery Method

Contractor RFP Process

Progress To Date

- November 2015** Existing Facility Code and Condition Survey
- January 2020** Master Plan
- May 2021** Borough Resolution 2021-04 to donate land for the project
- May 2022** North Haugen and Excel sites selected for further study
- September 2022** Phase I ESA, survey and preliminary geotechnical investigation
- September 2022** Bettisworth North selected as project architect
- January 2023** Programming and Concept Design completed
- February 2023** PMC Board approves concept design and selection of Dawson for pre-construction services

Site Plan



Building Plan

Acute Care (12 beds)

Long Term Care (18 beds)

Primary Care Clinic

Emergency Room

Day Surgery

Imaging, Pharmacy, Laboratory

Physical Therapy

Public Health Nursing, Home Health, Wellness

Dietary/Cafeteria

Maintenance, Materials Management

Current Project Budget

Approximately \$85M

- Assumes a 70,000 sf two-story building (\$1,200 per sf)
- Based on 2000 Master Plan preliminary estimate + escalation
- Includes design, medical equipment, inspections, contingency, etc.
- \$62M of direct construction costs – needs contractor validation

Funding

Murkowski FY2022 CDS	\$ 8M
Treasury CCPF	\$20M
State Capital Budget	\$20M
Murkowski FY2024 CDS	\$15M - \$30M
Peltola FY2024 CPF	\$15M
Denali Commission	\$ 1M

Next Steps

Borough Initiates Rezone & Replat	April 2023
Geotech, NEPA, 404 Permit	April 2023
Complete Site Design	June 2023
Site Work	Fall 2023
Complete Building Design	January 2024
Start Building Construction	Spring 2024
Off-Site Improvements	Summer 2024
Project Complete	Summer 2026

Phased Construction

Phase 1 Site Work

Phase 2 Building Shell & Core

Phase 3 Interior Fit Out

- Necessary due to funding per Borough Resolution 2021-04
- Makes project shovel ready per Borough Resolution 2021-04
- Levels resource requirements and impact on community
- Allows for procurement of long lead items

Project Delivery Method

Construction Manager General Contractor (CMGC) (vs. Low Bid)

- *Best Value process*
- *Industry standard for complex projects*
- *Used by federal government, the state, local governments, tribes*

Description

- **A/E selected via competitive RFP**
- **A/E starts design**
- **Contractor selected via competitive RFP**
- **Contractor joins team during design**
- **Contractor provides pre-construction services**
- **During design - owner and contractor negotiate GMP packages**
- **At owner's discretion, contractor given NTP for packages**

Advantages

A/E works directly for the owner

Contractor adds value to project during design

- *value engineering*
- *phasing plans and overall schedule*
- *procurement of long lead materials and equipment*
- *constructability*
- *more accurate market estimating*

Allows for phased funding and construction

Lower overall risk for both owner and contractor

Savings at end of project revert back to owner

Checks and Balances

- **RFP includes price and qualification criteria**
- **Initial contract is only for pre-construction services**
- **Guaranteed Maximum Price (GMP) packages**
- **Negotiations are open book**
- **Owner secures independent estimates prior to negotiations**
- **Can convert the contract to Lump Sum if desired**
- **Termination for Convenience clause**

Other Considerations

- **Requires good communication between all parties**
- **Requires commitment to cooperation and mutual respect**
- **Both A/E and contractor need experience with this model**
- **Funders may have special requirements**
- **If GMP negotiations fail, contractor is usually prohibited from participating in the readvertisement***

** some view this as a positive*

Current Medical Projects Using CMGC

New Mount Edgecumbe Medical Center (*\$200+ million*)

Alaska Native Medical Center Expansion (*\$200+ million*)

Juneau Vintage Park Medical Office Building (*\$30 million*)

Bettisworth North CMGC Projects

Bethel Hospital – \$220M

Morris Thompson Visitors Center – \$12M

Fairbanks Memorial Surgery Addition – \$40M

Valdez Middle School – \$25M

Tanana Chiefs Conference Clinic – \$40M

Haines School Renovation – \$14M

Fairbanks Airport – \$75M

Skagway Public Safety Building – \$14M

Nome Public Safety Building – \$8M

Ketchikan Pioneer Home Renovation – \$1.5M

CMGC Projects - State DOT&PF

First project was the Anchorage Airport South Terminal Project in 2005

Since then the Central Region has completed approximately 20 projects

13 Active Projects in all three Regions (Central, Southcoast, Northern)

3 projects currently advertising or pending award

Selection Process for This Project

Resolution 2021-04 encouraged PMC to work with potential contractors

Competitive RFP consistent with Federal procurement standards

Selection criteria included price and qualifications

Only received two proposals

Five member Selection Committee (PMC + Architect)

Two step process

- *Review of written proposals*
- *Interviews*

RFP Results

Dawson received 39% more points

Unanimous recommendation to select Dawson

PMC Board recommends \$175,000 contract for Pre-construction Services, with option to negotiate GMP packages

Other Factors

- **Momentum and opportunity**
- **Dawson willing to wait for completion of the funding stack**
- **Assembly representative on Project Steering Committee**
- **Assembly will approve GMP packages**

**Mayor's Report
For
April 17, 2023 Assembly Meeting**

- 1. National Marine Fisheries Service Public Hearing on Threatened Listing Determination for the Sunflower Sea Star Under the Endangered Species Act:** The NMFS will hold a public hearing in the Borough Assembly Chambers on Wednesday, May 10, 2023 from 4:00 to 7:00 p.m. related to their March 16, 2023 proposed rule to list the sunflower sea star as threatened under the Endangered Species Act. Written public comments are due no later than May 15, 2023 and may be submitted via the Federal eRulemaking Portal at www.regulations.gov (enter NOAA-NMFS-2021-0130 in the Search box). For further information, contact Sadie Wright, NMFS Alaska Region, (907) 586-7630, Sadie.wright@noaa.gov.



**Borough Manager's Report
Assembly Meeting 17 April 2023**

- ❖ The 2023 Junior FF program just wrapped up, thank you to the 3 students that stuck it out to the finish.
- ❖ Aaron completed his EMT-2 Certification, He is one of 5 active EMT-2's
- ❖ We tested the sirens on March 29th. After discovering some damaged wiring, the tests went well.
- ❖ The Fire Dept will be holding a Family Fun Day on April 22nd. Please bring your family and come hang out with the volunteers! Firefighters, EMT's and Search and Rescue personnel will be showing and presenting equipment and Papa Bear's will be providing Root Beer Floats.
- ❖ Using funds raised by our chili competition, the Police dept, Harbor dept, and the Volunteers have come together to purchase a night vision camera for the Harbor Security boat. This will allow the boat to safely be used for nighttime response, whether responding to distressed vessels, police night-time operations or Fire, EMS or SAR missions. Thank you to Chief Kerr and the SAR crew for their research into this equipment.
- ❖ Thank you to Petersburg Rotary and the many community members that assisted with the Sandy Beach cleanup event on April 8th, your involvement is greatly appreciated!
- ❖ Parks and Recreation is partnering with USCG and Petersburg School District to promote the Kid's Don't Float campaign for kids ages 5 – 12 on Friday, April 21st, 8a – 11a at the Community Center. Information and registration are available on Parks and Recreation website.
- ❖ PMPL and Public Works responded to storm damage on Easter Sunday. PMPL successfully replaced two cross arms on Mitkof Highway to restore power to customers except for Crystal Lake Hatchery. On Monday, staff continued storm damage work at the end of the distribution line and was able to clear two spans of line of downed trees, repair and straighten two poles and restore power to the hatchery by approximately 4pm. The storm also brought down several trees on the slope behind the Public Works building. This has further emphasized the need to do some detailed stability analysis at the Public Works site. The Borough's proposed FY24 budget will include some funding for this study.
- ❖ In March the library had a water leak in a telecommunications conduit that caused groundwater to back up into the facility. The problem has been resolved by APT. Thank you to everyone at Public Works who helped find a timely solution to the problem.
- ❖ Over 100 people participated in the Build A Better World Challenge, over 65,000 minutes were read. Winners were able to choose a local non-profit to donate to as their prize. The winners were Jody Severson (\$500 for Humanity in Progress (HIP)) and Quincy Rice (Petersburg Humane Association, 7th grade science underwater ROV program, and the Friends of Petersburg's Libraries). This program is sponsored by the Friends of Petersburg's Libraries.

- ❖ Upcoming programs at the library include Kathy Rouso, a master basket weaver from Ketchikan, who will give an artist's slide show & presentation followed by a three-day basket weaving class, Lisa Schramek-Adams is teaching a series of art classes for adults, and Orin Pierson will be holding a writing workshop. These programs are funded by the Alaska Community Foundation's Healthy Communities grant and the Petersburg Art Education Endowment.
- ❖ Harbor Staff attended the annual spring meeting with the USCG Captain of the Port, Captain Darwin Jensen, and fellow Borough department and waterways agency representatives. Topics included emergency response, homeland security, marine communication, tourship activity, drug trafficking, cyber security and personal changes. The community appreciates the annual in-person information exchange with Sector Juneau & the 17th District Administration.
- ❖ Tour ship schedule has firmed up (111 stops) with the first stop on May 8th. We have 2 new vessels Hanseatic Nature 456 ft. 200 – 230 passengers and Starbreeze 522 ft. that are affiliated with Cruiseline Agencies/Lindblad each stopping a couple times this year.
- ❖ Rock N Road was successful in dredging & disposing of the sediment in the Middle Harbor. They are working to replace the damaged section of the waterline and re-route it away from the original area in hopes of reducing the siltation. The Harbor Department greatly appreciates their efforts completing this before the environmental window closure April's set of minus tides!
- ❖ Sanitation Supervisor Aaron Marohl is working with disposal company Clean Harbors to set a date for the Borough's upcoming Household Hazardous Waste (HHW) event.
- ❖ The Borough's solid waste disposal contract with Republic Services expires this summer, and we are currently discussing a renewal of this contract. Early figures they have provided indicate a disposal rate increase of approximately 25% with annual 5.5% increases thereafter. This scale of increase is well outside of what was anticipated during the last rate study and if we are not able to find a better option, we may need to look at additional rate increases to help offset the added cost.
- ❖ The Southeast Alaska Solid Waste Authority (SEASWA) met on April 5th and is going to be looking at ways to reduce waste disposal costs for the region. Denali Commission is offering a regional solid waste planning grant that SEASWA will likely be applying for – this would facilitate some in-depth study of regional solid waste issues and hopefully point the way toward reducing or at least controlling the cost of solid waste disposal in Petersburg and other Southeast communities.
- ❖ Totemic Solutions, an organic waste and resource recovery firm, recently visited Petersburg to look at opportunities for organic waste disposal alternatives in the community. They are having some discussions with PIA about composting operations and are putting together a presentation on potential organic waste solutions for Petersburg. With our disposal costs set to sharply increase soon, we will certainly take a close look at this and any similar opportunities that may arise.
- ❖ With assistance from the Streets Dept, the building maintenance crew replaced a failed set of beach-access stairs on North Nordic Drive.
- ❖ Livescan installer will be in town on May 4&5 for installation and training on the new fingerprint system.
- ❖ Sgt. Ayriss will be attending the USCG sponsored active shooter drill hosted in Ketchikan. The drill will take place on one of the Alaska State Ferrys.

**PETERSBURG BOROUGH
ORDINANCE #2023-04**

**AN ORDINANCE OF THE PETERSBURG BOROUGH ADJUSTING
THE FY 2023 BUDGET FOR KNOWN CHANGES**

Section 1. Classification: This ordinance is not of a permanent nature and shall not be codified in the Petersburg Municipal Code.

Section 2. Purpose: The purpose of this ordinance is to adjust the FY 2023 budget for known changes.

Section 3. Substantive Provisions: In accordance with Section 11.09(a) of the Charter of the Petersburg Borough, the budget for the fiscal period beginning July 1, 2022 and ending June 30, 2023 is adjusted as follows:

Explanation: Necessary revisions in the FY 2023 budget identified after adoption of the Budget.

<u>Account Number</u>	<u>Account</u>	<u>Original Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>FISCAL YEAR 2023 REVENUE / EXPENSE BUDGET ADJUSTMENTS</u>				
Property Development Fund				
260.000.402240	Property Dev. Fund – Transfer In Surplus	\$0	\$77,277.	\$77,277.
110.000.501961	General Fund – Transfer Out Surplus	\$0	\$77,277.	\$77,277.
Transferring 50% of General Fund Surplus reported in the audited FY22 financials to the Property Development Fund to build reserves.				
Property Development Fund				
260.000.506528	Community Center Sewer Line	\$0	\$65,432.	\$65,432.
On 12/5/22 the Borough Assembly approved Resolution 2022-21 that approved to spend \$65,432 of Property Development Funds on an engineer designing biddable documents for the repairs to the Community Center Sewer Line.				
Hydro Substation Close Out				
732.000.501960	Hydro Substation Transfer Out	\$0	\$21,165.46	\$21,165.46
747.000.402240	Blind Slough Hydro Transfer In	\$0	\$21,165.46	\$21,165.46
Transferring remaining fund balance to the Blind Slough Hydro Fund which has absorbed this project.				
Wastewater Fund – Ira II Street Project Close Out				

430.000.501960	Wastewater Transfer Out to Ira II Project to close out	\$0	\$12,916.	\$12,916.
756.000.402240	Ira II Street Project Transfer In to Close Out	\$0	\$12,916.	\$12,916.
Project cost overruns that were not expected when putting together the budget for FY23. Transferring the funds from Wastewater will close out the fund to a zero balance.				
Electric Fund				
410.404.501352	Diesel Plant Fuel	\$249,480.	\$170,000.	\$419,480.
Increase due to cost increases (estimating \$81,000) and from the Mitkof Highway landslide outage (\$89,000). PMPL is needing to supplement the Diesel Plant Fuel line item to ensure that funds are adequate for the annual SEAPA maintenance shutdown and diesel run from May 31 – June 9, 2023.				
General Fund – Attorney Fees				
110.515.501410	Borough Attorney Fees	\$90,000.	\$90,000.	\$180,000.
Lawsuits/complaints costing \$66,619.65 as of March 6, 2023 in FY23.				
Harbor - Dredging				
450.000.506541	Harbor Dredging – Corp. of Engineers	\$1,100,000.	\$635,000.	\$1,735,000.
Contract modification due to a change in the site conditions resulting from the encounter of hard material during dredging operations.				
Wastewater Fund				
430.000.501410	Professional Services	\$21,030.	\$35,000.	\$56,000.
Increase due to retaining HDR Engineering to assist in completing ADEC forms in preparation for retention of the department's NPDES 301h secondary treatment waiver, including discharge plume modeling and research/development of treatment alternatives to meet stricter State and Federal discharge parameters.				
Harbor Department				
450.000.506553	Middle Harbor Dredging	\$0	\$189,000.	\$189,000.
Landslide in Hammers Slough has resulted in run off debris to the middle harbor basin that needs to be removed so more damage isn't done to the middle harbor.				
Motor Pool – FD5 Fire Engine				
510.000.507058	FD Fire Engine	\$0	\$20,000.	\$20,000.
The above funds are for various equipment needed for the new fire truck: radio, tablet computer, hand lights, misc mounting hardware, labor for installing equipment, snow tires/rims (shipped loose with new truck). Budget for the new truck was \$650,000 and actual cost of the truck was \$596,776. The proposed supplemental budget items represent things that are needed for the new truck and will still allow the truck to come in well under the original budget.				
General Fund – Streets Department				
110.534.501449	Streets Dept. – Motor Pool O&M	\$218,955.	\$80,000.	\$298,955.

Due to increased costs of parts as well as a number of unanticipated repairs that were necessary to keep vital equipment functioning, the Streets Dept Motor Pool O&M budget is already depleted, with almost 4 months left to go until the FY24 budget begins. We are requesting \$80,000 to cover the anticipated budget shortfall.

Motor Pool – Police Patrol Units

510.000.507001	Police Department #54 – Patrol Unit	\$60,000.	\$10,000.	\$70,000.
510.000.507006	Police Department #96 – Patrol Unit	\$57,000.	\$10,000.	\$67,000.

Cost of chassis and vehicle upfits for both units have increased since the budgets were put in place.

Section 4. Severability: If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and application to any person and circumstance shall not be affected.

Section 5. Effective Date: This ordinance shall become effective immediately after the date of its passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Borough Clerk

Adopted:
Published:
Effective:



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

April 10, 2023

Petersburg Borough
ATTN: Mr. Stephen Giesbrecht
Petersburg, Alaska 99833
P.O. Box 329

Dear Mr. Giesbrecht:

The Petersburg Navigational Improvements project has received the formal request-for-equitable-adjustment (REA) from the contractor, recorded as Serial letter H-0012, dated 27-March-2023.

The previous request for additional funding, dated 3 March 2023, had an anticipated increase of \$635,000 based on the preliminary values provided by the contractor and had not been formalized. The formal REA has requested additional funding for multiple line items which would result in increased costs for the General Navigation Features (GNF) and Local Service Facilities (LSF). Sufficient Sponsor funding for the increased costs to the GNF has already been provided and on hand. However, additional funding, in the amount of \$365,000, is required from the City of Petersburg for the increase to LSF line items. This additional funding requested brings the total Sponsor funding provided for LSF to \$1,000,000.

Please provide the requested amount of \$1,000,000.00 by check to the U.S. Army Corps of Engineers, Alaska District, Attn, Resource Management Room 160, 2204 3rd Street, JBER, AK 99506, within 60 days.

If you have any more questions or concerns, please feel free to contact the Project Manager, Kim Graham at (907) 753-2724, or email at Kimberley.A.Graham@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Graham".

Kim Graham
Project Manager

CC: Amanda Kelleher

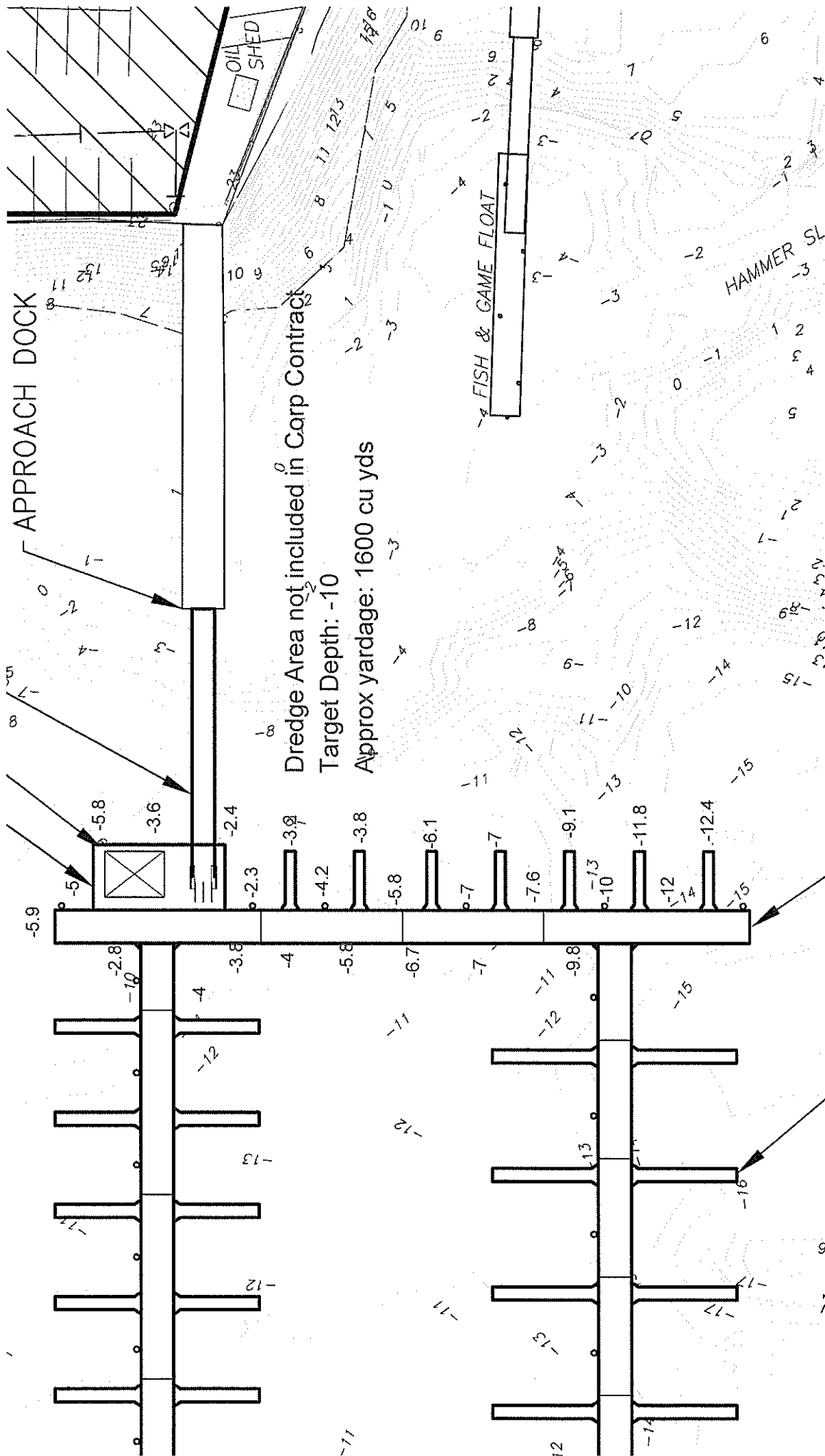
Proposal

From: Rock-N-Road
 PO Box 1188
 Petersburg, AK 99833
 Phone: 907-772-3308
 Fax: 907-772-2268

Project: MIDDLE HARBOR DREDGING
Description: Dredge approximately 1600 cu
 yds of material with the foot
 print of the headwalk float
 and stall floats

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
100 Mobilization	1.000	lump sum	20,000.00	\$20,000.00
150 Remove-Reinstall 7 stall floats	1.000	lump sum	15,000.00	\$15,000.00
Alternate #1 175 Water Line	1.000	Contingent Fu	10,000.00	\$10,000.00
200 Dredge and Disposal	1,600.000	cu yd	90.00	\$144,000.00
TOTAL BID:				\$189,000.00

Signature: _____



PETERSBURG BOROUGH
ORDINANCE #2023-05
AN ORDINANCE UPDATING CHAPTER 17.02 OF THE MUNICIPAL CODE,
ENTITLED “SAFETY CODE ADOPTION”

WHEREAS, under PMC 17.02.005A(1), the Petersburg Borough has adopted by reference, and with specified local amendments, the edition of the International Building Code (IBC) adopted by regulation of the State of Alaska (13 AAC 50.020); and

WHEREAS, under PMC 17.02.005A(2), the Petersburg Borough has adopted, also with local amendments, the same edition of the International Residential Code (IRC) that is referenced in the adopted IBC; and

WHEREAS, the IBC is applicable to all buildings and structures except for those covered by the IRC, and the IRC is applicable generally to one- and two-family dwellings and townhouses; and

WHEREAS, the IBC is enforced by the State of Alaska, and the Borough enforces the IRC within Service Area 1; and

WHEREAS, the State of Alaska, under IBC Section 1608, *Ground Snow Loads Pg For Alaskan Locations*, has adopted a uniform design load of 150 pounds per square foot - ground snow load (Pg) for Petersburg; and

WHEREAS, in 2002, the then-City of Petersburg adopted a local amendment to Section 1608 to reduce the design load from 150 Pg to 60 pounds per square foot - roof snow load (Pf)¹ to better reflect local conditions, historic building practices, and snow loads in nearby communities; and

WHEREAS, for many years, the State Fire Marshal’s office recognized this local amendment and reviewed and approved commercial construction projects using a snow load of 60 Pf (85.7 Pg); and

WHEREAS, in 2019, the Snow Loads Committee of the Alaska Structural Engineers of Alaska proposed a design snow load for Petersburg of 95 Pg in its *“Alaska Snow Loads For The 2022 Updated ASCE 7”* (December 2019), and the State Fire Marshal has utilized that figure for the last several years when reviewing local commercial construction projects; and

WHEREAS, the Borough wishes to formally adopt this figure of 95 Pg by local amendment; and

¹ Load figure can be expressed in terms of either ground snow load (Pg) or roof snow load (Pf). Through an administrative error, the City Code adopted a 60 Pg load figure, rather than the intended 60 Pf load figure, despite this, the State Fire Marshal correctly utilized the intended number of 60 Pf. 60 Pf is roughly the equivalent of 85.7 Pg.

WHEREAS, the State Fire Marshal's office has recently indicated that it may no longer accept and utilize load figures adopted by local amendment, but will instead utilize the figure adopted by the State of Alaska for Petersburg (150 Pg), however the Borough wishes to adopt the load figure that is appropriate for its community in the hopes that the State Fire Marshal will revert to its prior acceptance of local amendments; and

WHEREAS, under PMC 17.02.005(A)(2), the 2021 version of the IRC was effective within the Borough in October of 2022; and

WHEREAS, the 2021 edition of the IRC recommends new minimum insulation values for the climate zone in which Petersburg is located; and

WHEREAS, increasing insulation values within the Borough to those set out in the IRC would provide minimal energy savings for area homeowners over the life of the home, but would substantially increase the initial cost of construction for one- and two-family dwellings; and

WHEREAS, an analysis by the National Association of Home Builders (NAHB) shows the net present value of the new insulation requirements is negative, meaning it will cost more to implement the new minimum insulation values than the homeowner would save over the useful life of the home, and the NAHB recommends amending the insulation values for ceilings to be consistent with 2018 values.

THEREFORE, THE PETERSBURG BOROUGH ORDAINS, Section 17.02.005 (*Codes adopted*), of Chapter 17.02 of the Petersburg Municipal Code, is hereby amended as follows:

Section 1. Classification: This ordinance is of a general and permanent nature and shall be codified in the Petersburg Municipal Code.

Section 2. Purpose: The purpose of this ordinance is to (1) update the local amendment to Section 1608, *Ground Snow Loads Pg For Alaskan Locations* of the IBC, to bring it into line with the 2019 load figure recommended for Petersburg by the Snow Loads Committee of the Alaska Structural Engineers of Alaska and (2) adopt a local amendment to the IRC so as to adopt the 2018 required insulation values.

Section 3. Substantive Provisions: Chapter 17.02, Section 17.02.005, *Codes adopted*, paragraphs A(1) and (A)(2), of the Petersburg Municipal Code are hereby amended as follows. The language proposed for addition is **underlined and bold**, and the language proposed for deletion is in [brackets] and struck through.

17.02.005 Codes Adopted.

A. The following safety codes are adopted by reference:

1. The portions and version of the International Building Code (IBC) adopted by 13 AAC 50.020 with the following amendment: in IBC Section 1608 Snow Loads, Table 1608.2 *Ground Snow Loads Pg For Alaskan Locations*, delete the one hundred fifty pounds per square foot specified for Petersburg and insert a [sixty] **ninety-five** pounds per square foot Ground Snow Load for Petersburg.

2. The portions and version of the International Residential Code (IRC) for One- and Two-Family Dwellings that is the same edition as the version of the International Building Code as adopted under PMC 17.02.005(A)(1) with the following amendments:

[There are no changes to paragraphs a-b]

c. In IRC Section N1102(R402), Table N1102.1.3 (R402.1.3), Insulation Minimum R-Values and Fenestration Requirements by Component, amend the row for CLIMATE ZONE 6, for Ceiling, Wood Frame Wall and Floor R-value columns only, to the following:

<u>CLIMATE ZONE</u>	<u>CEILING R-VALUE</u>	<u>WOOD FRAME WALL R-VALUE</u>	<u>FLOOR R-VALUE</u>
<u>6</u>	<u>49</u>	<u>20</u> <u>or</u> <u>20&5ci^h</u> <u>or</u> <u>13&10ci^h</u> <u>or</u> <u>0&20ci^h</u>	<u>38</u>

Section 4. Severability: If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

Section 5. Effective Date: This Ordinance shall become effective immediately upon final passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this ____ day of _____, 2023.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Borough Clerk

Adopted:
 Noticed:
 Effective:

**PETERSBURG BOROUGH
RESOLUTION #2023-04**

A RESOLUTION OF THE PETERSBURG BOROUGH APPROVING THE HOSPITAL BOARD'S SITE SELECTION FOR A NEW HOSPITAL FACILITY, AUTHORIZING THE HOSPITAL BOARD'S SUBMISSION OF REZONING AND SUBDIVISION APPLICATIONS FOR THE SITE, AND AUTHORIZING THE HOSPITAL BOARD TO PROCEED WITH CONTRACTING WITH DAWSON CONSTRUCTION FOR PRECONSTRUCTION SERVICES UNDER A CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT

WHEREAS, on May 17, 2021, the Assembly approved Resolution #2021-04, a copy of which is attached hereto as Exhibit A, stating its support for the Hospital Board ("the Board") to commence phased planning for a new hospital facility ("the project"); and

WHEREAS, the Board has now selected a preferred site for the project, a 17-acre area owned by the Borough, and referred to as the North Haugen-Excel St. Site ("the site"); and

WHEREAS, the Borough Assembly wishes to approve this selection, dedicate the site for such use, and authorize the Board to submit applications for rezoning and subdivision/replatting of the site as may be necessary for the project under the Petersburg Municipal Code; and

WHEREAS, pursuant to PMC 3.50.070C, the Board hired Bettisworth North Architects & Planners to act as the architect for the project and the Preliminary Design phase has commenced, including geotechnical investigation and site and utility assessment; and

WHEREAS, at its April 3, 2023 regular meeting, the Assembly appointed Borough Manager Giesbrecht to the PMC Project Steering Committee, so that he can advise the Assembly on the progress of the project moving forward; and

WHEREAS, in December 2022, the Hospital Board issued a Request for Proposals (RFP), seeking proposals for a Construction Manager/General Contractor (CM/GC) for the project; and

WHEREAS, the CM/GC would provide preconstruction services for the project during the design phase, including assisting with phasing of the project, cost estimating, and value engineering; and

WHEREAS, under the CM/GC contract, a Guaranteed Maximum Price amendment could be executed upon completion of the design, for the CM/GC to construct the project for an agreed upon maximum price; and

WHEREAS, if a Guaranteed Maximum Price cannot be agreed upon between the parties, the contract can be terminated; and

WHEREAS, in response to the RFP, the Board received two proposals, which were evaluated and scored by the Board's selection committee; and

WHEREAS, the committee recommended to the Board that the proposal submitted by

Dawson Construction be accepted, and the Board adopted that recommendation on February 23, 2023; and

WHEREAS, the Borough Assembly wishes to now authorize the Board to proceed with contracting with Dawson Construction under a CM/GC contract, under the conditions set forth in this Resolution.

THEREFORE, BE IT RESOLVED by the Assembly of the Petersburg Borough, as follows:

1. The parcels identified in attached Exhibit B, located within the Airport Addition Subdivision (Plat Nos.77-2 and 94-6, Petersburg Recording District), selected by the Hospital Board as the preferred site, are hereby dedicated for use by the Hospital Board for the new hospital facility.
2. Pursuant to the selection of this site for the project, the Hospital Board is authorized to submit applications for a change of zoning of the parcels from their current zoning to Public Use, and for subdivision/replatting of this area, along with any necessary right-of-way vacations, as may be required under the provisions of Petersburg Municipal Code.
3. Pursuant to Section 9.03 of the Borough Charter and Sections 3.50.060 and 3.50.080 of the Petersburg Municipal Code, the Hospital Board is authorized to proceed with execution of a CM/GC contract with Dawson Construction, in substantially the form as attached hereto as Exhibit C. The Hospital Board shall administer, supervise and manage all aspects of Dawson's performance under the contract.
4. No Guaranteed Maximum Price amendment or Notice to Proceed for any service that does not constitute a preconstruction service shall be executed without authorization of the Assembly.
5. The Borough shall be notified when the Hospital Board issues any Notice to Proceed (NTP) to Dawson for preconstruction services. Such notice shall be given by email or personal delivery to the Borough Manager and to the Borough Clerk. A NTP can be issued by the Hospital Board only if the funds for the work to be performed under the NTP are fully appropriated for that work in the current hospital budget and said appropriation shall not lapse until the work called for under the NTP has been fully performed.
6. The Borough Manager is authorized to acknowledge in writing the CM/GC contract under the terms and conditions of this Resolution, and the Manager's signature shall be attested to by the Borough Clerk.

PASSED AND APPROVED BY the Petersburg Borough Assembly on this 17th day of April, 2023.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Borough Clerk

**Petersburg Borough, Petersburg, Alaska
RESOLUTION #2021-04**

**A RESOLUTION SUPPORTING THE PETERSBURG HOSPITAL BOARD AND
PETERSBURG MEDICAL CENTER IN THE PLANNING FOR A NEW HOSPITAL FACILITY
IN PETERSBURG TO BE COMPLETED IN PHASES**

WHEREAS, the Petersburg Borough Assembly recognizes the need for quality health care for Petersburg residents; and

WHEREAS, the Assembly recognizes the health care industry's substantive changes in health care regulations, privacy concerns, treatment processes, equipment, communications and procedures; and

WHEREAS, our current health care facility, Petersburg Medical Center, is reaching forty (40) years of age and infrastructure can no longer be remodeled to accommodate the necessary upgrades, making the existing facility obsolete and in need of replacement; and

WHEREAS, there are safety concerns with structural deficiencies and age of equipment; and

WHEREAS, PMC departments are in need of more space to meet the needs of their patients and staff; and

WHEREAS, the cost of a new facility far exceeds the Boroughs ability to finance or bond for the project, making it imperative that the project be completed in phases as external sources of funding are available; and

WHEREAS, the Assembly support the concept and planning association with building a new hospital, but would like PMC to proceed in phases; and

WHEREAS, the Assembly has agreed to provide 1 of 3 sites to PMC as part of the planning for construction of a new hospital; and

WHEREAS, the Assembly supports PMC moving forward with the geotechnical work so that a specific site can be designated by the Borough to PMC for the planning for a new hospital; and

WHEREAS, the Assembly supports the Hospital Board in moving forward with phase 2 to bring the selected site to shovel ready status.

THEREFORE BE IT RESOLVED, the Petersburg Borough Assembly:

- 1) Supports the efforts of the Petersburg Hospital Board and PMC in their endeavor to engage the public and develop a plan for a new facility that will meet the needs of Petersburg Borough residents for health care services well into the future; and
- 2) Supports the continual need for public dialogue and participation in the planning for a new facility, and
- 3) Wishes to participate with the Hospital Board and CEO in the planning for a new facility, and

- 4) Supports the manager and staff working with the Hospital CEO and potential contractors in connection with planning for a new facility, and
- 5) Supports the Board in its effort to seek external financing for the facility; and
- 6) Lends it support in the search for external sources of funding.

Passed and Approved by the Petersburg Borough Assembly on May 17, 2021, 2021.



Mark Jensen, Mayor

ATTEST:



Debra K. Thompson, Borough Clerk

PIDN	LEGAL	BLOCK	LOT AREA (SF)	ZONING
01-006-280	LOT 2	240	10,000	Single-family residential
01-006-279	LOT 9	240	10,000	Single-family residential
01-006-273	LOT 12	240	13,500	Single-family residential
01-006-275	LOT 11	240	13,502	Single-family residential
01-006-277	LOT 10	240	14,780	Single-family residential
01-006-359	LOT 1	299	9,808	Single-family residential
01-006-361	LOT 2	299	10,000	Single-family residential
01-006-363	LOT 3	299	10,000	Single-family residential
01-006-365	LOT 4	299	10,000	Single-family residential
01-006-350	LOT 5	299	15,865	Single-family residential
01-006-351	LOT 6	299	13,789	Single-family residential
01-006-353	LOT 7	299	10,856	Single-family residential
01-006-355	LOT 8	299	10,628	Single-family residential
01-006-357	LOT 9	299	10,400	Single-family residential
01-006-358	LOT 10	299	9,998	Single-family residential
01-006-330	LOT 1	300	14,935	Single-family residential
01-006-332	LOT 2	300	14,714	Single-family residential
01-006-334	LOT 3	300	14,485	Single-family residential
01-006-336	LOT 4	300	14,257	Single-family residential
01-006-338	LOT 5	300	14,737	Single-family residential
01-006-340	LOT 6	300	19,081	Open-Space Recreational
01-006-341	LOT 7	300	14,316	Open-Space Recreational
01-006-342	LOT 8	300	15,466	Open-Space Recreational
01-006-344	LOT 9	300	13,500	Open-Space Recreational
01-006-346	LOT 10	300	13,500	Open-Space Recreational
01-006-347	LOT 11	300	13,500	Open-Space Recreational
01-006-348	LOT 12	300	13,500	Open-Space Recreational
01-006-300	LOT 13	300	13,384	Open-Space Recreational
01-006-301	LOT 14	300	19,166	Commercial-1
01-006-303	LOT 15	300	13,500	Commercial-1
01-006-305	LOT 16	300	13,500	Commercial-1
01-006-306	LOT 17	300	13,500	Commercial-1
01-006-317	Greenbelt	300	112,737	Open-Space Recreational
01-006-420	LOT 9	301	9,000	Commercial-1
01-006-421	LOT 10	301	9,000	Commercial-1
01-006-422	LOT 11	301	9,000	Commercial-1
01-006-425	LOT 12	301	9,000	Commercial-1
01-006-401	LOT 13	301	9,559	Commercial-1
01-006-403	LOT 14	301	11,992	Multi-family Residential
01-006-405	LOT 15	301	9,000	Multi-family Residential
01-006-407	LOT 16	301	9,000	Multi-family Residential
01-006-409	LOT 17	301	9,000	Multi-family Residential
01-006-411	LOT 18A	301	9,437	Multi-family Residential

DRAFT AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year 2023

BETWEEN the Owner:

Petersburg Medical Center, a component of the Petersburg Borough
103 Fram St.
Petersburg, AK 99833

and the Construction Manager:

Dawson Construction, LLC
405 32nd St.
Bellingham, WA 98225
for the following Project:

New Petersburg Medical Center
Petersburg, Alaska

The Architect:

Bettisworth North Architects and Planners, Inc.
212 Front Street, Ste. 200
Fairbanks, AK 99701

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

Petersburg Medical Center (PMC) plans to construct a new Critical Access Hospital to replace the existing 12-bed, 50,000 sq. ft. facility which is now at the end of its useful life. The project will include outpatient clinic space and a Long Term Care wing. The primary governing code and design guidelines will be the 2021 International Building Code (IBC) and the 2022 Guidelines For Design and Construction Of Health Care Facilities published by the Facility Guidelines Institute (FGI).

§ 1.1.2 The Project's physical characteristics:

A 17 acre site has been identified for the project near North Haugen Dr. and Excel St. The property is owned by the Petersburg Borough (reference Plat No. 77-2). See Section 1.1.15 for a list of other pertinent information.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

The Owner's budget for the Cost of the Work will be determined at the end of the Preliminary Design Phase.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

The Owner's anticipated design and construction milestone dates are summarized in a draft Master Project Schedule dated 18 November 2022 attached to this Agreement, subject to the availability of funds. The parties contemplate that

the Master Project Schedule may be modified from time to time if such modified version has been approved by Owner, and in such event, the modified Master Project Schedule will replace and supersede all previous versions of the Master Project Schedule.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

The requirements for accelerated or fast-track design and construction, or phased construction are set forth in the Master Project Schedule. In particular, it is anticipated that the Project may require separate off-site improvement and site work packages and/or a procurement package for long lead materials/equipment. These packages may require issuing a limited Notice-To-Proceed to the Construction Manager prior to executing the formal Guaranteed Maximum Price Amendment.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

No formal certification.

§ 1.1.6.1 Not Used

§ 1.1.7 Other Project information:

None at this time.

§ 1.1.8 The Owner identifies the following representatives in accordance with Section 4.2:

Project Manager
Jay Farmwald
JAF, LLC
6600 Gunnison Dr.
Anchorage, AK 99516

The individual who has the express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization is Philip Hofstetter, CEO, Petersburg Medical Center.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

The Architect

§ 1.1.10 The Owner shall retain the following consultants and contractors:

- .1 Architect: Bettisworth North
- .2 Geotechnical Engineer: RESPEC
- .3 Land Surveyor: RESPEC
- .4 Environmental Services: RESPEC
- .5 IBC Required Special Inspections and Material Testing Laboratory: TBD
- .6 Commissioning Agent: TBD

§ 1.1.11 The Architect's representative:

Roy Rountree, AIA
2600 Denali St., Suite 710
Anchorage, AK 99503

and

Juli Suver, AIA
2600 Denali St., Suite 710
Anchorage, AK 99503

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

Kendall Nielsen
knielsen@dawson.com
Ph: 360.756.1000

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services and for the Construction Phase, as required under Section 3.1.9:

Senior Project Manager – Ryan Binning
Construction Manager – Chris Gilberto
Project Manager – Ben Coon
Estimator – Ben Coon
Superintendent – Les Hostetler

The persons listed in Sections 1.1.12 and 1.1.13 are referred to hereunder as "Key Personnel."

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

Subcontractors and vendors shall be selected using a best value RFP process. The Owner shall participate in determining best value. Upon request by Owner, Construction Manager shall obtain proposals for work contemplated to be self-performed by Construction Manager. In such situations, Owner reserves the right to evaluate all proposals to determine overall best value.

§ 1.1.15 Other Initial Information on which this Agreement is based:

- a. Preliminary Geotechnical Investigation (September 2022)
- b. Preliminary Site Survey (September 2022)
- c. Phase I Environmental Site Assessment (September 2022)
- d. Preliminary Utility and Access Assessment (November 2022)
- e. Concept Design Submittal (January 2023)

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall attend meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment and general sustainability issues. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional/delegated design services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing Building Information Modeling (BIM) and digital data protocols for the Project. The Construction Manager shall review and analyze BIM reports to identify and resolve conflicts in collaboration with the Architect and Owner.

§ 3.1.3.4 Construction Manager shall actively participate as an engaged member of the project team to advise on design concepts and schedules including reviewing in-progress design documents and providing advice and recommendations with respect to completeness, clarity, construction feasibility, alternative materials/methods and long-lead material procurements. Construction Manager shall assist the Architect in the development of the design documents required to be prepared by the Architect pursuant to the Agreement between the Architect and the Owner (“Design Documents”) for the Project by making recommendations and providing advice directly to the Architect, but shall not provide professional services which constitute the practice of architecture or engineering. All recommendations and advice of Construction Manager or any specialty subcontractors concerning the Design Documents including without limitation any proposed modifications or alternatives, shall be subject to the review and approval of the Architect in consultation with the Owner. The Architect shall have final decision authority on whether to include or incorporate any such recommendations and advice into the Design Documents.

§ 3.1.3.5 Construction Manager shall provide information on construction materials, methods, systems, phasing and costs to assist in determinations aimed at providing Owner with the highest quality facility, consistent with the budget, schedule, design intent and program requirements.

§ 3.1.3.6 Construction Manager shall recommend strategies for the division of work to facilitate bidding and award of trade contracts, considering such factors as the sequence of construction, funding availability, improving or accelerating construction completion, and other related issues.

§ 3.1.3.7 Construction Manager shall establish procedures for the preparation of all shop drawings, submittals, requests for information and related documents prepared by or for the Construction Manager, and expediting the Architect’s and Owner’s review of same.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare, maintain, and update a Critical Path Method (CPM) Project schedule for the Architect’s and Owner’s review, and the Owner’s acceptance. The Construction Manager shall maintain and update the Project schedule on a monthly basis and make the most recent version of the Project schedule available to the Architect and Owner. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. Construction Manager shall monitor the Project schedule and recommend adjustments to ensure completion of the Project within the approved construction schedule.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect and Owner, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect’s and Owner’s review, and the Owner’s approval, preliminary Open Book estimates of the Cost of the Work. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at each of these intervals and other appropriate intervals agreed to by the Owner, Architect, and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for

the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimates shall be provided for the Architect's and Owner's review, and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. As the Project progresses through the Construction Documents phase, the Construction Manager shall continue to review costs jointly with the Owner and Architect, with the objective of maintaining the cost estimate within the budget through exploring alternatives and other options.

§ 3.1.6.3 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Not Used

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 The Construction Manager shall provide a subcontracting plan for the Owner's review and approval; provided that at a minimum the subcontracting plan shall address the Owner's requirements in Section 1.1.14 and include specialty subcontractors for design advice and estimating services during the Pre-Construction Phase..

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, and all other legal requirements applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

- .1 Assist Owner and Architect in the preparation of Building Permit applications and resolution of issues.
- .2 Other services TBD based on Construction Manager's proposal and subsequent negotiations.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager shall prepare an Open Book Guaranteed Maximum Price proposal based on the rates/markups in Section 6.1 or as otherwise mutually agreed for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of

the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price, which shall be no less than thirty days (30) after the delivery of the Guaranteed Maximum Price proposal to the Owner.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Owner must approve the amount of GMP Contingency, and the GMP Contingency amount shall be included in the Guaranteed Maximum Price Amendment. The meaning, use, and any potential savings split of the GMP Contingency shall be as provided for in Section 7.5 of AIA Document A201-2017, as amended by the parties.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The time for Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal shall be tolled up to an additional 30 days (for a total open period of 60 days) during the interval from the Owner's notice of inconsistencies or inaccuracies and the Construction Manager's re-delivery of the adjusted Guaranteed Maximum Price proposal.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute a Guaranteed Maximum Price Amendment which modifies this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.6.1 In the event of the Owner and Construction Manager fail to timely execute a GMP Amendment, the Owner reserves the right to negotiate and contract for the construction of the Project with another contractor or take other action as it deems appropriate. In the event the Owner elects to contract the Construction Phase Work with an alternate contractor, the Construction Manager shall not be entitled to any lost profits, consequential damages or other damages, but shall be entitled only payment for Pre-Construction Phase services under section 3.1 satisfactorily performed under this Agreement. This section 3.2.6.1 does not preclude the Owner from terminating this Agreement pursuant to the terms of this Agreement.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.1.3 Following the execution of the Guaranteed Maximum Price Amendment, the Owner and Construction Manager may mutually decide to negotiate and agree on a lump sum price for the Contract Sum. In that event, Owner and Construction Manager shall execute a Change Order which will specify the Contract Sum including any revisions to relevant contractual terms and provisions.

§ 3.3.1.4 The Contract Time shall be measured by the date of commencement of the Work.

§ 3.3.1.5 The Construction Manager shall achieve Substantial Completion of the Work not later than _____ days from the date of commencement of the Work, or as follows:

[To be negotiated in the GMP Amendment.]

subject to adjustment of the Contract Time as provided in the Contract Documents.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling (both overall and look ahead), and status of the Work, Commissioning and pay applications. Up to date logs related to submittals, RFI's, change orders, and quality control issues shall be presented at each meeting. During active construction, such meetings shall include a site walk-through and inspection on the progress, quantity and quality of the Work. The Construction Manager shall prepare and promptly distribute draft minutes of the meetings for Owner's and Architect's review. Final corrected minutes shall be promptly distributed to Owner and Architect. Construction Manager shall also promptly distribute all other relevant/updated information to the Owner and Architect, including but not limited to submittals, RFI's, daily logs, CPM schedule updates, pay applications, reports, test and inspection results, etc.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a CPM construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Permits, Tests and Inspections

The Construction Manager shall coordinate and secure all permits required to construct the Project. The Construction Manager shall also coordinate and schedule all code required and other inspections and tests required by the Contract Documents, and inform the Owner and Architect in a timely manner so they have a reasonable opportunity to observe all inspections and tests.

§ 3.3.2.7 The Construction Manager shall designate in writing a representative who shall have the express authority to bind the Construction Manager with respect to all matters requiring the Construction Manager's approval and authorization. This representative shall have the authority to make decisions on behalf of the Construction Manager concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the performance of the Work. Key Personnel shall remain the same during the Preconstruction and Construction Phases and shall not be replaced on the Project without the Owner's written consent, which shall not be unreasonably withheld.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish certain structural and/or environmental information or services as mutually agreed between the Construction Manager and Owner with reasonable promptness. While the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner, the Construction Manager must still comply with all requirements of the Contract Documents, including taking proper precautions relating to the safe performance of the Work. In particular, the Owner shall furnish the following:

§ 4.1.4.1 Tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations,

dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work, as mutually agreed between the Construction Manager and Owner, with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Not Used

§ 4.2 Owner's Designated Representative

The Owner's Representative (aka Project Manager) identified in Section 1.1.8 is authorized to act on the Owner's behalf on issues directly related to the Project. Except as otherwise provided in Section 4.2.1 of the General Conditions, the Architect does not have such authority. References to the Owner in this Agreement, with respect to the submittal of documents, reviews, inspections, meeting attendance, etc. shall mean both personnel with Project responsibilities employed directly by the Owner, and Owner's Representative identified in Section 1.1.8. However, when this Agreement stipulates "Owner approval", such approvals are reserved for and shall only be made by authorized individuals who work directly for the Owner, unless specifically stated otherwise in this Agreement or otherwise delegated in writing to the Representative identified in Section 1.1.8. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay and sequential progress of the Work.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, including subcontractor personnel, the Owner shall compensate the Construction Manager a lump sum fixed fee of \$175,000.

§ 5.1.2 If the Preconstruction Phase services have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Payments for Pre-Construction services shall be made in 12 equal monthly installments. The first installment shall be due on 2023.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 60 days after the invoice date shall bear interest at a rate of 5% per year.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee of 5.5%.

§ 6.1.2 The costs for General Condition items included in the GMP shall be consistent with the General Conditions Cost on the Price Proposal Form included with the Construction Manager’s Proposal submitted on 10 February 2023 in response to the CMAR Request For Proposals dated 20 December 2022.

§ 6.1.3 The cost for the Construction Manager’s Key Personnel included in the GMP shall be based on the following hourly rates.

Senior Project Manager:	\$140
Project Manager:	\$110
Superintendent:	\$130
Asst. Project Manager:	\$90
Estimator:	\$100
Project Administrator:	\$65
Quality Control Officer:	\$80
Safety Manager:	\$95
Construction Manager:	\$140
Project Engineer:	\$85

§ 6.1.4 Rental rates for Construction Manager-owned equipment included in the GMP shall be an open-book negotiation but shall not exceed local market values. Rental rates for rented equipment included in the GMP shall be an open-book negotiation with the Owner. The Construction Manager shall advise the Owner’s Project Team if the anticipated total rental cost for any Construction Manager-owned equipment is likely to exceed the total purchase price of the equipment. If the purchase of such equipment is likely to produce Project cost savings, the Construction Manager shall recommend equipment purchases, with title taken by the Owner or the Construction Manager as appropriate. In no event shall the total rental cost exceed the fair market value of the Construction Manager-owned equipment as identified in the Construction Manager’s accepted proposal, and all rent shall be abated if this limit is reached.

§ 6.1.5 Markup, if any, in addition to the fee stipulated in Section 6.1.1 above, that will be applied to self-performed work shall not exceed ten percent (10%).

§ 6.1.6 The total aggregate markup that will be used by all first-tier subcontractors in the GMP, to cover profit and home office overhead costs for the first-tier subcontractor and all lower-tier subcontractors that perform work for them shall not exceed ten percent (10%) without prior written consent of the Owner. Maximum markup rates shall be reflected, for each trade category and subcontract, in the approved GMP Amendment.

§ 6.1.7 Fees to cover profit, home/field office overhead (including key personnel time), and General Condition costs for Change Order Work, in the event the Cost of the Work is increased or decreased through a Change Order signed by both parties, shall be as follows:

Construction Manager Fee on Direct Change Order Work:	10%
Construction Manager Fee on Subcontract Change Order Work:	5.5%
Aggregate Subcontractor Fee on First-Tier and all Lower-Tier Subcontract Change Order Work:	10%

§ 6.1.8 Liquidated damages for delay are set out in Section 8.4 of the A201 General Conditions.

§ 6.1.9 Sharing of Savings with Construction Manager are set out in Section 8.5 of the A201 General Conditions.

§ 6.2 Guaranteed Maximum Price

§ 6.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 6.2.3 The Construction Manager shall not use any funds from the Construction Manager's contingency without the prior written approval of the Owner. The Construction Manager shall keep a Contingency Log up to date and review it with the Owner on a monthly basis. If the Owner and Construction Manager disagree on the use of the contingency for any item and the parties are not able to resolve the dispute, the matter will be resolved as provided in Article 15 of AIA Document A201-2017, as amended by the parties.

§ 6.2.3.1 During the review of the Contingency Log, the parties will discuss opportunities to release a portion of the contingency to the Owner for the Owner's use in connection with the Project before Substantial Completion.

§ 6.3 Changes in the Work

Change Order procedures are set out in Article 7 of the A201 General Conditions.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Quantities, roles and unit rates for these personnel are dependent upon the exact scope of work for the Project (including the scope of work which will be self-performed by Construction Manager), and will be memorialized in the Guaranteed Maximum Price Amendment. As of the date of this Agreement, the Owner's Project funding does not require prevailing wages nor is otherwise subject to the federal Davis-Bacon Act. (For the avoidance of doubt, the Little Davis-Bacon Act, Alaska Statutes Title 36, does apply to this Project.) If, based on future funding sources, the federal Davis-Bacon Act does apply, the Owner will notify the Construction Manager of such application, and the Construction Manager shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages, as required by and in compliance with applicable state and/or federal law and/or regulations, for all Work on the Project performed by Construction Manager and Construction Manager's employees and subcontractors. In the event that the federal Davis-Bacon Act does apply, as contemplated in the prior sentence, prior to final payment under this Contract, Construction Manager shall certify in writing that prevailing wages have been paid for all Work performed on the Project by Construction Manager and Construction Manager's employees and subcontractors. The Owner is responsible for providing the Construction Manager with documentation of the prevailing wage and/or federal Davis-Bacon wage that would be applicable to the project. The Construction Manager will be entitled to a Change Order if state prevailing or federal Davis-Bacon wages become part of the project after execution of any GMP Amendment.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below that are not already covered by the overhead component of the Construction Manager's Fee:

To be determined during GMP negotiations, which per Dawson's proposal, will have a 5% annual escalation rate.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, with Owner's prior approval.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. In the event that the Construction Manager self-insures risks associated with the Work, the Construction Manager's costs of insurance for the risk shall be deemed to be the lowest guaranteed cost then available to the Construction Manager under a fully insured program.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, gross receipts, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. Notwithstanding the foregoing, such costs shall be limited to the amount of insurance proceeds or other indemnification from the Architect actually received by the Owner related to such claims, suits, or judgments.

§ 7.6.5.2 The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price. These costs will be paid to the Construction Manager outside of the Agreement.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or the negligence of the Construction Manager's subcontractors or suppliers, or failure of the Construction Manager or the Construction Manager's subcontractors to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Not Used

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work did not violate the standard of care and was not otherwise caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, or the Construction Manager's subcontractors or suppliers or anyone for whom the Construction Manager is responsible, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase; and
- .10 Costs for correcting non-conforming Work, except as identified in Section 7.7.3.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager

shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Owner. The Construction Manager shall conduct a Subcontractor prequalification process, which has been reviewed and approved by the Owner, and the Construction Manager may in its sole discretion reject bids from Subcontractors which are incomplete, nonresponsive, or bids from Subcontractors whose prequalification documentation is not acceptable to the Construction Manager. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Owner's Representative by the Construction Manager, and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Owner's Representative not later than the 7th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 7th day of the following month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner's Representative receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. The level of detail of each Application for Payment shall be as mutually agreed between the parties.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from the GMP Contingency to another line item in the schedule of values, the Construction Manager shall request approval from, submit supporting documentation to the Owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Supplemental Instructions that the Owner's Representative determines, in the Representative's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner's Representative has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner's Representative may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold five percent (5%), as retainage, from the payment otherwise due. If retainage is not held by the Lender, it will be deposited monthly to an Escrow Account.

§ 11.1.8.1.1 Bond premiums and mobilization costs are not subject to retainage.

§ 11.1.8.2 At any time after completion of fifty percent (50%) of the Work, the Owner, at its sole discretion, may authorize a reduction in the retainage percentage or the method whereby the retainage is calculated. Owner may consider, at Owner's sole discretion, a release of retainage for early completion subcontractors.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. At any time after completion of the Substantial Completion inspection, the Owner, in its sole discretion, may authorize a reduction of the retainage.

§ 11.1.9 If Final Completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. Subcontractors performing early-release work packages may be eligible for full and final payment upon completion and acceptance of their work. The Owner, in its sole judgment, will decide whether to release retainage held on account of such subcontractors' work to permit final payment to be made to such subcontractors as requested by the Construction Manager. Subcontractor payment is contingent upon the Subcontractor's waiver of its lien rights. The Construction Manager shall provide in all of its subcontracts for the Subcontractor to submit, with its application for payment, a written lien release for that percentage of the work completed. Full and final payment to Subcontractors will not be made until all lien rights have been waived.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner's Representative and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner's Representative or Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner's Representative or Architect has made exhaustive or continuous on-site inspections; or (3) that the Owner's Representative or Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 Subject to any applicable prompt payment statute, all retainage shall be released upon Substantial Completion of the Work except for a reasonable reserve to cover incomplete items. Such reserve shall be at least equal to One Hundred Fifty percent (150 %) of the reasonable value of the incomplete work items. The Construction Manager shall propose to the Owner and Architect a list of items to be completed or corrected with a proposed money reserve for each item to assure the Owner the completion of such items. If the Owner finds such reserve reasonable, the Owner shall release to the Construction Manager all retainage in excess of such reserve. If the Owner deems the Construction Manager's list to be incomplete or insufficient in the amount reserved, the Owner shall develop a fair and reasonable list and reserve and pay all contract sums, including retainage, then earned in excess of such reserve to the Construction Manager. As items of work covered by the reserve are completed or otherwise agreed upon and settled between the Owner and Construction Manager, the sum withheld for such items shall be paid over to the Construction Manager.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a final Certificate for Payment has been issued by the Owner's Representative in accordance with Section 11.2.2.2; and
- .4 all requirements in Section 9.10.2 of AIA Document A201-2017 have been met.

§ 11.2.1.1 At the time of final payment, the Construction Manager shall submit to the Owner a complete report detailing the Cost of the Work incurred in the actual performance of the Work, together with a summary of all payments received from the Owner.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall initiate an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Owner's Representative.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Owner's Representative will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Representative's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Owner's Representative and/or Architect are not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager may commence the Dispute Resolution process in accordance with the General Conditions at Article 15 of AIA Document A201–2017. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner Representative's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment, or as follows:

§ 11.2.4 Notwithstanding any other provision of this Agreement to the contrary, any rights of the Owner or Project Manager to audit the Construction Manager's records shall pertain at any time during construction and within one (1) year following Final Completion of the Work, or such longer period required by a grant or other funding source.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at a rate of five percent (5%) per year. The parties understand and agree that any interest amounts under the Contract, including any subcontractor interest, shall be subject to the provisions of AK Stat. § 45.45.010 to the extent applicable.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Not Used

§ 12.1.2 The Owner's Representative will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Pre-Construction and Construction Phase services.

§ 12.2 Mediation

§ 12.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with

applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 12.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 12.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 12.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase (where Construction Phase services have been authorized pursuant to a limited Notice to Proceed) but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1, but not for any consequential, special, or punitive damages. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager reasonable costs incurred by the Construction Manager because of such termination.

§ 13.2 Termination Subsequent to Establishing, and Following Execution of, Guaranteed Maximum Price

§ 13.2.1 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 13.2.1.2 and 13.2.1.3 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2017.

§ 13.2.1.2 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received.

§ 13.2.1.3 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received. The Construction Manager shall not be entitled to receive the Construction Manager's fee for Work not actually completed.

§ 13.2.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2.2 Termination by the Owner for Cause

§ 13.2.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

There shall be no other termination fee in addition to the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination pursuant to section 13.2.2.1, above.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as amended, neither party to the Contract shall assign the Contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

See Exhibit B, Insurance and Bonds, which shall apply equally during the Preconstruction Phase, except for Builders Risk insurance.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in Exhibit B, Insurance and Bonds. The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in Exhibit B.

§ 14.3.2.1 The Construction Manager shall provide bonds and Builders Risk coverage as set forth in Exhibit B. Additional requirements for Subcontractor bonding shall be determined prior to memorialization of the Guaranteed Maximum Price.

§ 14.4 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient or when sent by email upon electronic confirmation thereof, three business days after being sent to recipient by U.S. First Class mail (postage prepaid), or one business day after being sent to the recipient by reputable overnight courier service (charges prepaid) at the appropriate address indicated below or to such other address as may be given in a notice sent to all parties hereto:

If to Owner: Petersburg Medical Center
Attn: President/CEO
103 Fram St.
PO Box 589
Petersburg, AK 99833

If to Construction Manager: Todd Rawls
405 32nd St., Ste. 110
Bellingham, WA 98225

§ 14.5 Construction Manager shall comply with, and shall ensure each of its subcontractors, suppliers, and persons for whom they are responsible shall comply with, the Owner's Ethics and Compliance Program and its Fraud, Waste, and Abuse Policy, in addition to any other applicable policies which may be adopted or amended from time to time by the Owner.

§ 14.6 The Construction Manager certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Alaska. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Construction Manager. The Construction Manager certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Construction Manager shall immediately notify the Owner if any subcontractor becomes debarred or suspended, and shall, at the Owner's request, take all steps required by the Owner to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

§ 14.7 The Parties believe and intend that this contract complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)) Fraud and Abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, “Laws”). Should either Party have a good faith belief that this contract creates a material risk of violating any such Laws, or any revisions or amendments thereto, that Party shall give written notice to the other Party regarding such belief. The Parties shall then make a good faith effort to reform the contract to comply with such Laws, and, to the extent possible, to carry out the original intention of the Parties. If, within thirty (30) days of either Party first providing notice to the other Party of the need to amend this contract to comply with the Laws, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the Parties determine in good faith that amendments or alterations to the requirements are not feasible, then Owner at its sole discretion may terminate this Contract per Article 10 herein.

§ 14.8 If this Agreement is a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, the Parties agree to make available to the Comptroller General of the United States (“Comptroller General”), the Secretary of the Department of Health and Human Services (“Secretary”) and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services provided by each Party, respectively. If either Party, upon the approval of the other Party, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization’s books and records.

§ 14.9 Each Party represents and warrants to the other Parties that it (and, with respect to the Construction Manager, including itself and its subcontractors and suppliers) is not excluded from participation in any Federal Health Care Programs; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants that to the Party’s knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party shall notify the other in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Each Party shall have the right to terminate this Agreement immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation. Construction Manager shall take reasonable steps to ascertain and ensure that its subcontractors and suppliers are not excluded from participation in any Federal Health Care Programs; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

§ 14.10 Construction Manager shall not be obligated or required to refer any patients to Owner, or any affiliate of Owner, to obtain or receive any medical diagnosis, care or treatment from Owner, or to purchase any health care related services or products from Owner. Neither Party is entering into this Contract with an expectation that any unlawful patient referrals will occur or develop between Owner and Construction Manager or any subcontractors or suppliers.

§ 14.11 The Parties agree that each shall comply with the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other state or federal health information privacy and security laws (collectively, “Privacy Laws”). Furthermore, the Parties shall promptly amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that Owner is at all times in conformance with all Privacy Laws. The Parties further agree that work will occur at a hospital where the Construction Manager or subcontractors could inadvertently obtain information protected under the regulations pertaining to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). If Construction Manager, any representative of Construction Manager, or any Subcontractor or Supplier, or any other entity Construction Manager engages for this Project, obtains any information protected under the regulations pertaining to HIPAA, it shall notify Owner immediately and Construction Manager agrees to execute Business Associate Agreement for HIPAA compliance or take any other necessary actions required pursuant to HIPAA upon Owner’s request. Construction Manager shall ensure all subcontracts it enters into for this Project require subcontractors to similarly comply with Owner related to HIPAA issues.

§ 14.12 Construction Manager agrees to immediately report any conflict or potential conflict of Interest to the Owner and to give full disclosure of facts pertaining to any transaction or related activity that may be reasonably construed as a conflict of interest. The Construction Manager further agrees to report to the Owner the description of any influence adversely affecting the decision-making process of the Construction Manager and the performance of services under this Agreement.

§ 14.13 The parties understand and agree that they will comply with and operate subject to: (i) all provisions of 45 CFR part 75, currently in effect or implemented during the period of the Work; (ii) the Build America, Buy America Act, to the extent applicable to the Project due to future funding sources; (iii) Appendix II to Title 2 CFR Part 200, except for paragraph (D) thereof; (iv) the requirements of 2 CFR 200.321; (v) all applicable provisions of the Little Davis-Bacon Act, Alaska Statutes Title 36; (vi) all applicable provisions of Alaska Statutes 36.90.200-290; all applicable provisions of the Little Miller Act, Alaska Statutes 36.25.020; and (viii) other federal and state regulations and HHS policies in effect at the time of the award or implemented during the period of award. To the extent these provisions adjust cost assumptions in the GMP Amendment(s), Construction Manager shall be entitled to an equitable adjustment via Change Order.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Construction Manager. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought.

§ 15.1.1 If any part of this Agreement shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A (or equivalent), Guaranteed Maximum Price Amendment(s), when executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 Other Amendments to AIA Document A133™-2019, including Change Orders, when executed
- .5 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .6 Project Specifications, as referenced in the GMP Amendment(s)
- .7 Project Drawings, as referenced in the GMP Amendment(s)
- .8 Other Exhibits:
 - Preliminary Master Project Schedule dated 18 November 2022
 - Concept Design Submittal dated 15 March 2023

§ 15.3 Order of Precedence:

In the event of a conflict or inconsistency between or among any of the documents comprising this Agreement, the order of precedence shall be the order in which the documents are listed in Section 15.2.1 through 15.2.8 above, such that the document listed in Section 15.2.1 will have the highest order of precedence and the document listed in Section 15.2.8 will have the lowest order of precedence.

This Agreement is entered into as of the day and year first written above.

OWNER

Philip Hofstetter
CEO
Petersburg Medical Center

CONSTRUCTION MANAGER

Todd Rawls
CFO
Dawson Construction, LLC



DRAFT AIA® Document A133™ - 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, **dated the « » day of « » in the year « 2023 »** for the following **PROJECT**:

New Petersburg Medical Center
Petersburg, Alaska

THE OWNER:

Petersburg Medical Center, a component of the Petersburg Borough
103 Fram St.
Petersburg, AK 99833

THE CONSTRUCTION MANAGER:

Dawson Construction, LLC
405 32nd St.
Bellingham, WA 98225

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction. All insurance coverage procured by the Construction Manager shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the *Best's Insurance Guide*, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. All insurance required under this Exhibit B shall also be required during the Preconstruction Phase.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the party responsible to procure the insurance shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the other party's written request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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§ B.2.3 Required Property Insurance

§ B.2.3.1 Pursuant to Section B.3.3.2.1, the Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as additional insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as stated in the Construction Manager's master builder's risk program:

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as stated in the Construction Manager's master builder's risk program:

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the owner shall procure the insurance and shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Construction Manager shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The party responsible for procuring the insurance required under Section B.2.3.1 shall purchase and maintain the insurance selected and described below.

[« »] § B.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

- [« »] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

- [« X »] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« \$1 million »

- [« X »] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« \$1 million »

- [« »] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

- [« »] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

- [« X »] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including legal and accounting expense; architects, engineers and design professionals' fees; real estate taxes, ground rents and property tax assessments; insurance premiums; project administration expense and general overhead such as temporary leasing or rental expenses, clerical expense and other similar expenses; advertising and promotional expense; commissions or fees for renegotiation leases; lost commitment fees from prospective tenants or purchasers; and testing and quality control costs.

« \$1 million »

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.1.4 Failure to Meet Insurance Obligations. If Construction Manager fails to secure and maintain the insurance required in this Article, Owner shall have the right (without any obligation to do so) to secure same in the name and for the account of Construction Manager in which event Construction Manager shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. Owner shall notify Construction Manager if Owner exercises its right, whereupon Construction Manager's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be reimbursed to Owner. Alternatively, the Construction Manager's failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

§ B.3.1.5 Cancellation of Coverage. All of Construction Manager's insurance policies must provide per the terms and conditions of the insurance policies a sixty (60) days' written notice to Owner of any cancellation, non-renewal or modification of any such policies and a twenty (20) days' notice of cancellation for non-payment of premium to Owner.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « 1 million ») each occurrence, « » (\$ « 2 million ») general aggregate, and « » (\$ « 2 million ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of products and completed operations;
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions;
- .6 blanket contractual liability
- .7 premise-operation (including explosion, collapse, and underground, as applicable);
- .8 broad form property damage;
- .9 independent contractors protective liability;
- .10 general aggregate per project endorsement;
- .11 general aggregate per location, if applicable; and
- .12 the Construction Manager's indemnity obligations under the Contract Documents, including, without limitation, Section 3.18 of the General Conditions, AIA Document A201-2017, as amended.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than « » (\$ « 1 million ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « » (\$ « 500,000 ») each accident, « » (\$ « 500,000 ») each employee, and « » (\$ « 500,000 ») policy limit.

§ B.3.2.7 Not used.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « 1 million ») per claim and « » (\$ « 2 million ») in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « 1 million ») per claim and « » (\$ « 1 million ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « 2 million ») per claim and « » (\$ « 2 million ») in the aggregate.

§ B.3.2.11 Not used.

§ B.3.2.12 Not used.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

« Umbrella liability:

- (1) Amount over Primary Insurance: \$5 million
- (2) Retention for self-insured hazards, each occurrence: \$10,000
- (3) The combination of primary and excess or umbrella liability insurance obtained pursuant to this Section shall not be less than \$6 million »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

[« X »] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Construction Manager shall be responsible for losses within the deductible for all policies. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

« »

[« »] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] § B.3.3.2.6 Other Insurance

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§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum (\$0.00)
Payment Bond	100%
Performance Bond	100%

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<< >>



DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

New Petersburg Medical Center
Petersburg, Alaska

THE OWNER:

Petersburg Medical Center, a component of the Petersburg Borough
103 Fram St.
Petersburg, AK 99833

THE ARCHITECT:

Bettisworth North Architects and Planners, Inc.
212 Front Street, Ste. 200
Fairbanks, AK 99701

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Supplemental Instruction (SI), or (4) a written order for a minor change in the Work issued by the Architect or Owner's Representative (aka Project Manager). Unless specifically enumerated in the Agreement, the Contract Documents do not include the Request For Proposals (RFP) or addenda to the RFP, other information furnished by the Owner in anticipation of receiving proposals (geotechnical reports/data, structural and environmental tests, surveys, misc. reports, etc.), the Contractor's proposal, or sample forms.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor, Project Manager, Architect, or their consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner, Project Manager, Architect or their consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Project Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover), or which are reasonably inferable in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean

reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.10 The term “Open Book” means the Contractor will provide and make available to Owner a fully transparent and detailed breakdown of all costs of the Work on an “open book” basis, including overhead, fees, discounts, supplies, subcontractors, materials, labor hours and rates, and equipment, for the Contractor and its subcontractors, vendors, and suppliers.

§ 1.1.11 The term “Final Completion” means the acceptance of the final payment by Contractor in accordance with Section 9.10.5 below.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect’s interpretation. The terms and conditions of this Section 1.2.1.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights, except to the extent such rights are modified by the terms of that certain AIA Document B133-2019 between the Owner and the Architect or these General Conditions. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely

and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in the BIM Execution Plan developed by the Architect shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall serve as the Project Manager. The Owner shall also designate in writing an individual who has the express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have either of these authorities. The term "Owner" means the Owner or the Owner's authorized representatives.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If

the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. .

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of either the Project Manager or Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Project Manager or Architect, as applicable.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services, as mutually agreed.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or the construction schedule, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or the construction schedule and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Project Manager and Architect, and the Project Manager

may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Project Manager's and Architect's additional services and expenses made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, Project Manager or Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Extent of Owner Rights Not Limited

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement as the Construction Manager who is signatory to the A133-2019 Agreement with Owner and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the GMP Amendment by the Contractor is a representation that the Contractor is familiar with the site of the Work, the subsurface conditions observable from a site visit and as indicated in the Contract Documents, the surrounding area, generally prevailing climate conditions, labor supply and costs, and material, tools, and equipment availability and cost. Prior to execution of the Agreement, the Contractor has evaluated and satisfied itself as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Project Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as may be required. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Project Manager and Architect any nonconformity discovered by or made known to the Contractor in writing.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Project Manager or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, and, as provided below, the Contractor shall be solely responsible for safety on the Project site, including in relation to compliance with OSHA standards. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, Project Manager and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Project Manager and Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless both the Architect and Project Manager object to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect or Project Manager in accordance with Section 3.12.8 or ordered by the Architect or Project Manager in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Supplemental Instruction.

§ 3.4.2.1 After the Agreement has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified. Such request will only be considered under the conditions set forth in the Contract Documents.

§ 3.4.2.2 By making a request for substitution, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;
- .2 represents that it will provide the same warranty for the substitution as the original product specified;
- .3 certifies that the cost data presented is complete and includes all related costs under the Contract Documents, but excludes costs under separate contracts and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which may subsequently become apparent; and,

- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.3 Not later than 30 days from the date the Contractor is authorized to proceed with the Work, the Contractor shall provide to the Owner, the Project Manager, and Architect a list of names of the manufacturers proposed to be used for each of the products identified in the Contract Documents and, where applicable, the name of the Subcontractor furnishing and/or installing the product.

§ 3.4.2.4 The Architect or the Project Manager will promptly reply in writing to the Contractor stating whether the Owner, the Project Manager, or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Project Manager and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor agrees to assign to the Owner at the time of Final Completion of the Work, regardless of the warranty dates established by equipment manufacturers or vendors, any and all subcontractor, supplier and manufacturer's warranties relating to equipment, materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such warranties. If necessary as a matter of law, the Contractor may retain the right to enforce directly any such warranties during the one-year period following the date of Substantial Completion, referred to in Section 12.2.2

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be assigned by the Contractor to the Owner, shall name the Owner as an additional obligee, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, and all other legal requirements applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or any other legal requirements, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (a “Type-1 changed condition”) or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (a “Type-2 changed condition”), the Contractor shall promptly provide notice thereof to the Owner in writing before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Project Manager, in consultation with the Architect as appropriate, will promptly investigate such conditions and, if it is determined that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Project Manager determines (a) that the conditions at the site do not constitute a Type-1 changed condition in that they are not materially different from those indicated in the Contract Documents or (b) that the physical conditions do not constitute a Type-2 changed condition in that they were not of an unusual nature that differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and that no change in the terms of the Contract is justified, the Project Manager shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner, but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor’s costs for unloading and handling at the site, labor, installation costs, general conditions, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall also employ a Project Manager who may or may not be in attendance at the site full-time. The Superintendent and Project Manager shall represent the Contractor, and communications given to them shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner, Project Manager and Architect of the name and qualifications of a proposed Project Manager and Superintendent. Within 14 days of receipt of the information, the Owner's Project Manager may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed Project Manager or Superintendent or (2) requires additional time for review. Failure to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed Project Manager or Superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the Project Manager or Superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. If the Owner reasonably objects to the Project Manager's or Superintendent's performance at any time during the Project, the Contractor shall provide a new Project Manager or Superintendent in accordance with this Section 3.9.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded each GMP Amendment, and prior to submitting its first application for payment, shall submit for the Owner's, Project Manager's and Architect's review and approval a Contractor's Critical Path Method (CPM) construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded each GMP Amendment and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's and Project Manager's review, and Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. If the Owner incurs additional costs due to rejected submittals, the Contractor shall be responsible for such costs.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Project Manager and Architect.

§ 3.10.4 The construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Owner, Project Manager, and the Architect that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates"). Upon review and acceptance by the Owner, Project Manager, and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to each GMP Amendment as an Exhibit. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner, Project Manager, and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Project Manager of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to herein as "progress reports") as set forth in Section 3.10.1 or if requested by either the Owner, Project Manager, or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such

Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.5; and

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, delivered to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Project Manager and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Supplemental Instruction has been issued

authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, Project Manager and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 If the Contractor requests that certain submittals be reviewed prior to receipt of applicable permits, any such submittal and review shall be at the Contractor's risk.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any Underwriters Laboratories (UL) rated fire seal material, flanges, or other materials required by Code, the Contract Documents, or manufacturers installation instruction for devices penetrating the Work affected shall be applied and installed by the Contractor.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Project Manager and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Project Manager and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Project Manager or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner, Project Manager and Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Project Manager, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, and investigative costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use thereof, but only to the proportional amount of fault attributable to the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. The Contractor's indemnity obligations under this paragraph shall also include, but not be limited to, claims pertaining to payment disputes and mechanics' and materialmen's liens provided the Owner has made payment in accordance with the Contract (to the extent caused solely by the Contractor's nonpayment to one or more of its Subcontractors or suppliers). The Contractor agrees, to the extent the Owner is not made whole by insurance of whatever source, to indemnify and hold harmless the Owner from and against all claims, damages, losses, and expenses, including all attorneys' fees and costs, arising out of or resulting from the Contractor's actions and omissions and the actions and omissions of the Contractor's consultants, subcontractors, or anyone employed by the Contractor or its consultants or subcontractors or anyone for those actions and omissions the Contractor may be liable.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 Persons Authorized to Sign Documents

The Contractor, within five days after the date of Notice to Proceed or the date of this Agreement, whichever comes first, shall file with the Owner, the Project Manager, and the Architect a list of all persons who are authorized to sign documents such as contracts, certifications, and affidavits on behalf of the Contractor, and to fully bind the Contractor to all the conditions and provisions of such documents.

ARTICLE 4 ARCHITECT AND PROJECT MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Owner shall also retain a Project Manager. That person or entity is identified as the Owner's Representative (aka Project Manager) in the Agreement.

§ 4.1.2 The respective duties, responsibilities, and limitations of authority of the Architect and Project Manager as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect or Project Manager, as applicable. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Project Manager, with assistance from the Architect, will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Project Manager issues the final Certificate for Payment. The Project Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Project Manager will be on-site full-time during active construction. The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise requested by the Owner. The Project Manager and Architect will make periodic observations to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Project Manager and Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Project Manager and Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the on-site observations, the Project Manager and Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Project Manager and Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Project Manager and Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Project Manager and Architect in all communications that relate to or affect the Project Manager's or Architect's services or professional responsibilities. Communications by and with the Owner shall be through the Project Manager. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with the Program Manager's consultants or subcontractors shall be through the Program Manager. Communications by and with the Contractor shall be through the Contractor's Project Manager. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Project Manager's and Architect's evaluations of the Contractor's Applications for Payment, the Project Manager will certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 With the concurrence of the Owner, either the Architect or Project Manager shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Project Manager considers it necessary or advisable, they have the authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect and Project Manager nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect or Project Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Project Manager, with assistance from the Architect, will prepare Change Orders and Supplemental Instructions, and both the Architect and Project Manager may order minor changes in the Work as provided in Section 7.4. The Architect and Project Manager will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Project Manager and Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; the Project Manager will issue Certificates of Substantial Completion pursuant to Section 9.8; the Project Manager will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10, and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 The Project Manager will provide one or more Project representatives to assist in carrying out contract administration responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Project Manager, with assistance from the Architect as required, will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Project Manager and Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Project Manager and Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect shall make recommendations on matters relating to aesthetic effect, for final decision by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within five days after execution of the Guaranteed Maximum Price Amendment, shall notify the Owner, Project Manager and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 7 days of receipt of the information, the Owner may notify the Contractor whether the Owner, Project Manager or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Project Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Project Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Project Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Project Manager or Architect makes reasonable objection to such substitution.

§ 5.2.5 If requested by the Owner or the Project Manager, the Contractor shall forward a copy of all executed Subcontracts and change orders to Subcontracts to both the Owner and the Project Manager within 10 days of such request.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner, Project Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Project Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of each subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall include a provision in each subcontract making the Owner as intended beneficiary of each subcontract agreement.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for the Subcontractor's reasonable increased direct costs attributable to the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.1.1 If applicable, the Contractor shall be responsible for the installation of certain equipment furnished by the Owner as indicated in the Contract documents. It shall be the Contractor's responsibility to receive, unload, store, protect, set in place and connect each piece of equipment. Any equipment damaged or lost after receipt by the Contractor shall be replaced or repaired by the Owner and the costs shall be paid for within the Builders Risk Policy. The Contractor shall forward a Receiving Notice to the Owner and the Architect the same day such equipment is received. The Receiving Notice shall be in sufficient detail to allow the Owner and the Architect to match the receiving Notice to the Purchase Order and Vendor Invoice.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement, and coordinate with all Separate Contractors. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 The Owner shall not assign to the Contractor any separate contracts whose terms with respect to payment applications, insurance, damages, and excusable delay materially differ from those contained in the Contractor's subcontract agreement(s).

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Project Manager of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Project Manager of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Project Manager will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Supplemental Instruction or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 Change Orders shall be based upon agreement between the Owner and Contractor. A Supplemental Instruction requires agreement by the Owner and Project Manager and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect or Project Manager alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Supplemental Instruction, or order for a minor change in the Work.

§ 7.1.4 Except as permitted by Section 7.3, a change to the Contract Sum and the Contract Time shall only be accomplished by a Change Order. No course of dealing, express or implied contract, estoppel, waiver, or claim of unjust enrichment or quantum meruit shall be the basis of any claim to an increase in the Contract Sum or the Contract Time.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Project Manager, based on Open Book negotiations, and signed by the Owner and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 For any adjustments to the Contract Sum that are based on any method other than the unit price method, the Contractor agrees to charge, and accept as payment for fee (general conditions, overhead and profit), in accordance with Article 6 of the Agreement and:

- .1 When both additions and credits are involved in any one change and there is a net increase, the allowance for fee shall be applied to the net increase;
- .2 When both additions and credits are involved in any one change and there is a net decrease, the allowance for fee shall be applied to the net decrease,
- .3 When only a credit is involved in any one change, the allowance for fee shall be applied to the net decrease;

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change, any and all adjustments to the Contract Sum and the Contract Time, and any future claims related to the change. Such agreement on any Change Order, even where the Contractor attempts to reserve any rights, constitutes a full, final, and complete waiver, release, and settlement of any and all claims, demands, and causes of action the Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based.

§ 7.3 Supplemental Instructions

§ 7.3.1 A Supplemental Instruction (SI) is a written order prepared by the Architect or Project Manager and signed by the Owner or Project Manager, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by SI, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly through future Open Book negotiations.

§ 7.3.2 A Supplemental Instruction shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Supplemental Instruction provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Project Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for general conditions, overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Project Manager;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

§ 7.3.4.1 The Owner, the Project Manager, and the Architect shall have the right to audit the Contractor's records to verify the costs of the changed work for which Contractor is being paid on a Cost Plus basis.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Supplemental Instruction, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager of the Contractor's agreement or disagreement with the method, if any, provided in the SI for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Supplemental Instruction signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 Not Used

§ 7.3.9 Pending final determination of the total cost of a Supplemental Instruction to the Owner, the Contractor may request payment for Work completed under the SI in Applications for Payment. The Project Manager will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Project Manager determines, in its professional judgment, to be reasonably justified. The Project Manager's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Project Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Project Manager will prepare a Change Order. Change Orders may be issued for all or any part of a Supplemental Instruction.

§ 7.4 Minor Changes in the Work

The Architect and Project Manager may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Orders for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the author of the order and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the order for a minor change without prior notice to the author of the order that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out written orders for minor changes in the Work promptly.

§ 7.5 GMP Contingency

The GMP includes a contingency amount which may be used to address unforeseen increases in the Cost of the Work due to factors that are not eligible for a Change Order, but are outside of the Contractor's reasonable control. The Contractor may only use GMP Contingency funds after obtaining the Owner's prior written approval to cover a legitimate unforeseen cost. The Contractor understands and agrees that GMP Contingency funds may not be used for: (1) costs of rework required as a result of errors in the performance of the Work; (2) increases in the Cost of the Work caused by a lack of coordination or communication with or among the Owner's Project team members, including but not limited to Owner, Architect, Project Manager, Special Inspectors, Commissioning Agent, FF&E vendors, Transition and Move contractors, etc.; (3) increases in the Cost of the Work caused by errors or omissions in the Contractor's cost estimate or any trade subcontractor's cost estimate; (4) increases in the Cost of the Work caused by a lack of coordination or communication with or among the Contractor's trade subcontractors or material and equipment suppliers; or (5) increases in the Cost of the Work required to correct errors or omissions in the Contract Documents, which error or omission the Contractor had a responsibility to identify and seek to correct at an earlier stage of the Project or that the Contractor should have reasonably inferred based on its experience on prior projects.

The Contractor may use GMP Contingency funds, to the extent available, to cover any reasonable cost overruns in specific general condition categories and unanticipated or unforeseen price increases in supplies or materials.

Unforeseen site conditions and/or constructability issues will be evaluated on a case-by-case basis with the Owner's Project team for an allocation of GMP Contingency funds or modification by Change Order to increase the Contract Sum.

In the event there are unexpended GMP Contingency funds at Final Completion, any split of such funds shall be negotiated along with the GMP and stipulated in the Guaranteed Maximum Price Amendment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Project Manager in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 “Float” is the difference in duration between the late finish and early finish dates of an activity.

§ 8.1.6 “Liquidated Damages” means \$ **TBD during GMP negotiations** per day for each day, or portion thereof, of delay until the date of Substantial Completion is determined in accordance with Section 9.8.

§ 8.1.7 “GMP Contingency” shall have the meaning set forth in Section 3.2.4 of the Agreement, as modified by Section 7.5 of these General Conditions.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Float is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Project Manager or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time and, to the extent raised by the Contractor and allowable in accordance with the procedures set forth in Article 7, the Contract Sum, shall be reasonably adjusted by Change Order for such reasonable time and dollar value that the parties may determine. However, the Contract Time shall only be extended where Work on the critical path is delayed or Work that could and actually does affect the critical path is delayed, the Contractor did not cause the delay, and the Contractor used reasonable efforts to mitigate the effect of the delay. No adjustments to Contract time shall be made for delays within the control of the Contractor or its Subcontractors.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

Contractor agrees that if Substantial Completion of the Work is not achieved within the Contract Time, then Contractor shall pay the amount of Liquidated Damages set out in Section 8.1.6 above to Owner for each day beginning on the first day after the Contract Time up to but not including the date of Substantial Completion. With respect to any Liquidated Damages that accrue, Owner, at its sole discretion, may (i) withhold from Contractor amounts that are otherwise due and payable to Contractor in the amount of such Liquidated Damages, or (ii) invoice Contractor for such owed Liquidated Damages, and within thirty (30) days of Contractor's receipt of such invoice, Contractor shall pay Owner such Liquidated Damages.

The parties hereto acknowledge and agree that the sums payable as Liquidated Damages shall each give rise to liquidated damages and not penalties. The parties further acknowledge that (a) the amount of loss or damages likely to be incurred by the Owner is difficult to precisely estimate, (b) the amounts specified bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by the Owner, and (c) the parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm's length.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Project Manager and Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Project Manager and Architect. This schedule, unless objected to by the Project Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Project Manager and Architect and supported by such data to substantiate its accuracy as the Project Manager or Architect may require, and unless objected to by the Project Manager or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Schedule of Values and the Application for Payment shall indicate each subcontract amount for each part of the Work with the Contractor's fee listed separately for work performed on a Cost Plus basis.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Project Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Project Manager require, including, all in form and substance satisfactory to the Owner: (i) a current Contractor's lien waiver with a duly executed and acknowledged sworn statement showing the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to such subcontractor or material supplier from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed conditional waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors, and establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested. The Application for Payment shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Supplemental Instructions, or by interim determinations of the Project Manager, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall submit evidence that title to materials and equipment stored on or off site is in the Owner's name, that the Contractor's surety has consented to the payment, that there is insurance covering the materials and equipment for their full replacement value, and that the materials and equipment are segregated from other materials and equipment and is specifically marked for use on the Project.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Project Manager will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as it determines is properly due, and notify the Contractor and Owner of the Project Manager's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of its reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Project Manager to the Owner, based on its evaluation of the Work, in consultation with the Architect, and the data in the Application for Payment, that, to the best of the Project Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect or Project Manager. However, the issuance of a Certificate for Payment will not be a representation that the Project Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Project Manager may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Project Manager's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Project Manager is unable to certify payment in the amount of the Application, the Project Manager will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Certificate for Payment for the amount for which the Project Manager is able to make such representations to the Owner. The Project Manager may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole

or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or Project Manager's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to update schedules in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Project Manager's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Project Manager withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Project Manager and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Project Manager.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Project Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Project Manager and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. If a Subcontractor or material or equipment supplier has not been paid and no condition exists by which the Contractor may withhold payment pursuant to the terms of the subcontract or purchase order, the Owner and the Project Manager has the right, but not the obligation, to pay the Subcontractor or material or equipment supplier directly and deduct the cost from the amount owed to the Contractor, or to issue joint checks to the Subcontractor or material or equipment supplier with the Contractor. Neither the Owner, Project Manager, nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Project Manager does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Project Manager or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. If the Contractor provides evidence that the Work stoppage resulted in increased costs or an overall schedule delay, then the Contractor may submit a Claim as provided in Article 15.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (i) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, (ii) portions of the Work ready for follow-on construction by others, and (iii) a certificate of occupancy or a certificate of conditional occupancy has been issued to the Owner by the appropriate public authority. This date shall be confirmed by a Certificate of Substantial Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Manager and Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Project Manager and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Project Manager. In such case, the Contractor shall then submit a request for another inspection by the Project Manager and Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Project Manager will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof regardless of the warranty dates established by equipment manufacturers or vendors.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if

any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Project Manager and Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Project Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, Project Manager and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager and Architect will promptly make such inspection. When the Project Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, it will promptly issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of the Project Manager's and Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Project Manager's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Final payment to the Contractor will not be made until all guarantees, warranties, operating manuals, parts, list, instructions, and record (as-built) drawings have been received by the Owner.

§ 9.10.1.2 The Owner and the Project Manager shall have the right to require an audit of the Contractor's records. The audit shall be conducted by the Owner, the Project Manager, or an authorized representative. The Owner and the Project Manager reserve the right to audit at any time during construction and within one year after the Final Completion of the Work, unless a longer period is required by a grant or other funding source.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Project Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) other data establishing payment or satisfaction of obligations, including without limitation, duly executed conditional waivers of mechanics' liens from all Subcontractors, material suppliers and lower tier subcontractors, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after

payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Project Manager so confirms, the Owner shall, upon application by the Contractor and certification by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, breaches of the Contract Documents or the Agreement, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a final waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Upon request by Owner at or before final payment, Contractor will provide Owner with an executed unconditional final release and waiver of all Claims and liens.

§ 9.10.6 After Contractor's acceptance of final payment, in the event a lien is filed against the Project in connection with any work by Contractor or its Subcontractors or suppliers, the Contractor shall satisfy such claim within ten (10) days from the filing date. In the event Contractor fails to satisfy such lien claim within such ten (10) day period, the Owner may do so and thereafter charge the Contractor all costs incurred by Owner in connection with the satisfaction of such lien, including attorneys' fees. In addition, the Contractor shall indemnify, defend and hold Owner harmless from and against any damage or loss incurred by Owner as a result of such lien or claim.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible to the Owner for initiating, maintaining, and supervising all safety precautions and programs consistent and in accordance with all applicable laws in connection with the performance of the Contract, including those required by the OSHA standards.

§ 10.1.1 The Contractor shall be responsible for the safety of individuals, whether employed by the Contractor or not, on the Project site. The Contractor shall comply with all applicable local, state, or federal laws and regulations regarding safety. If either the Owner or the Project Manager has employed a specific Safety Plan at the time of entering this Agreement, the Contractor shall meet all requirements of the Safety Plan during its performance of the Work.

10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall be responsible to the Owner for overall jobsite safety and shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.1.1 The Contractor shall promptly remedy damage and loss to property to the extent caused in whole or in part by the negligence of the Contractor, or by anyone for whose acts the Contractor may be responsible.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall ensure that all its employees, subcontractors and vendors take reasonable precautions to avoid the spread of infectious diseases and comply with all personal protective equipment, vaccination (only for Contractor's employees or subcontractors or vendors making site visits to the Owner's existing hospital campus), and other requirements issued by the Owner or any public authority having jurisdiction over the Project, as the same may be amended from time to time.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Project Manager or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Owner, the Project Manager, and the Contractor acknowledge and agree that the obligations of Contractor related to protection of persons and property are obligations that run to the Owner and the Project Manager only. Contractor shall remain the controlling contractor for Work performed by its own forces, but assumes no duty of care to employees of Subcontractors, sub-subcontractors and suppliers or employees or agents of any of them as they are independent contractors. Contractor shall require each of its Subcontractors to initiate, maintain and supervise all safety precautions and programs in connection with the performance of their respective work. Subcontractors are solely responsible to the Owner, the Project Manager, and Contractor for, and have control over, its construction means, methods and techniques, including safety programs and procedures related thereto. Contractor is not the insurer of safety for everyone on the Project, but rather each Subcontractor, as experts in their specific fields or line of work, are in the best position to implement programs and procedures that will ensure the safety of those performing its work. The obligations of Contractor herein are for the purpose of protecting the Owner and the Project Manager and to promote safety without exposing Contractor to suits by workers employed by its Subcontractor, sub-subcontractor and suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

§ 10.2.9 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area, notify the Owner, Project Manager and Architect of the condition, and, at Owner's or the Project Manager's direction, perform the task of removal or safe containment of such material or substance.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. If the Contractor provides evidence that the Work stoppage resulted in increased costs or an overall schedule delay, then the Contractor may submit a Claim as provided in Article 15.

§ 10.3.3 To the extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall not be responsible for the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance, where not otherwise specified, in an amount sufficient to cover any potential risks contemplated by the Contracts Documents, and from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is

located. The Owner, Project Manager, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, and ensure the bonds remain valid until Final Completion.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located or through a program of self-insurance.

§ 11.2.2 Not used.

§ 11.2.3 Not used.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Project Manager and their consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect and Project Manager and their consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives the same rights set forth in Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The

Owner waives all rights of action against the Contractor, Project Manager and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall be listed as the first named insured on the Builders Risk policy. The Owner shall pay the Architect, Project Manager and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Supplemental Instruction for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Project Manager's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Project Manager, be uncovered for the Architect's and Project Manager's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Project Manager has not specifically requested to examine prior to its being covered, the Architect or Project Manager may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Project Manager or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Project Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found by the Owner, Architect or Project Manager to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and Final Completion.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents, or other rights the Owner may have to assert claims against the Contractor, including but not limited to claims for defective work or breach of contract. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, and assigns to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Project Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Owner shall directly arrange and pay for independent special tests, inspections, or approvals where

building codes or applicable laws or regulations so require. The Contractor shall coordinate and schedule these tests, inspections and approvals. Contractor shall make arrangements for other tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of these other tests, inspections, and approvals. The Contractor shall give the Project Manager and Architect timely notice of when and where all special and other tests and inspections are to be made so that the Project Manager and Architect may be present for such procedures.

§ 13.4.2 If the Architect, Project Manager, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Project Manager will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Project Manager and Architect of when and where tests and inspections are to be made so that the Project Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense unless the Contractor should have reasonably anticipated such tests, inspections or approvals based on its required standard of care in the Agreement.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Project Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.

§ 13.4.5 If the Project Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 5% per year.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Owner has not made a payment due on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon twenty (20) days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing

portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, after written notice and reasonable opportunity to cure and, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Project Manager that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate engagement of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Project Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for reasonable increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

§ 14.4.4 For the avoidance of doubt, the parties understand and agree that the Owner's right to terminate for convenience, as set forth hereunder, shall not be extinguished notwithstanding any early package work that may be executed separately.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by the Owner, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Contractor. Claims by the Contractor against the Owner must be initiated prior to Final Payment.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Project Manager will issue Certificates for Payment in accordance with the decision of the Initial Decision.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time at the project location, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner agree to mutually limit, to no more than \$1.4 million, Claims against each other for consequential damages arising out of or relating to this Contract. This mutual limitation includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual limitation is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Project Manager will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand non-binding mediation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker shall consult with or seek information from both parties and from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect of any change in the Contract Sum or Contract Time or both. The initial decision is not binding on the parties, is subject to mediation within 60 days after the initial decision is rendered and, if the parties fail to resolve their dispute through mediation, to Litigation.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue Litigation with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to Litigation. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of Litigation proceedings but, in such event, mediation shall proceed in advance of Litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, initiate and proceed with Litigation.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Not Used.

§ 15.5 Litigation

§ 15.5.1 This Contract shall be interpreted in accordance with the laws of the State of Alaska. Legal proceedings related in any manner to this Contract shall be conducted in the United States District Court, District of Alaska, in Anchorage, Alaska if it has jurisdiction over at least one of the asserted claims. All other disputes or claims hereunder shall be brought in a court of competent jurisdiction in Petersburg, Alaska.

**PETERSBURG BOROUGH, ALASKA
RESOLUTION #2021-05**

A RESOLUTION OF THE PETERSBURG BOROUGH ACCEPTING \$56,322 IN GRANT FUNDING FROM THE STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, FOR ROUND 2 OF THE HEALTHY AND EQUITABLE COMMUNITIES GRANT PROGRAM

WHEREAS, on March 28, 2023, the Alaska Department of Health announced a 2nd round of funding of the Healthy & Equitable Communities Grant program; and

WHEREAS, funds are available to local governments through the State of Alaska, Department of Health and Social Services, to assist cities and boroughs in developing and implementing sustainable plans to improve the overall health of the community; and

WHEREAS, the amount of \$56,322 is currently available to the Petersburg Borough to use for allowable projects and expenses; and

WHEREAS, Petersburg's Fire/EMS/SAR Director has identified needs/gaps in the Borough's emergency equipment and supplies that must be filled, and a repair is needed to our EOC trailer; and

WHEREAS, the purchase of a new microscope for Petersburg Medical Center will improve data collection and reporting in the Petersburg Borough; and

WHEREAS, improvements to the ball field fencing will enhance the space for our community, improving recreational opportunities.

THEREFORE, BE IT RESOLVED by the Petersburg Borough Assembly, as follows:

1. The Petersburg Borough accepts \$56,322 from the Alaska Department of Health and Social Services Healthy and Equitable Communities Grant Program for the following:
 - \$28,736 for Local Emergency Planning Supplies - shelter and hygiene kits, shelving for storing emergency items, educational materials, advertising, partitions and replacement of the inverter on the EOC trailer; and
 - \$17,177 for a microscope with camera attachment for the lab at the Petersburg Medical Center; and
 - \$10,409 for ball field chain link fencing and safety materials.
2. The Borough Manager is hereby authorized to sign the State of Alaska Grant Agreement.

PASSED AND APPROVED by the Petersburg Borough Assembly on this 17th day of April, 2023.

ATTEST:

Mark Jensen, Mayor

Debra K. Thompson, Borough Clerk

Department of Health

DIVISION OF PUBLIC HEALTH
Director's Office

P.O. Box 110610
Juneau, Alaska 99811-0610
Main: 907.465.3090
Fax: 907.465.4632



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Healthy & Equitable Communities Team Cities & Boroughs MOAs 2nd Round Funding Announcement

The Alaska Department of Health (DOH) announces \$9 million in funding to local governments through memorandums of agreement (MOAs) in support of creating healthy and equitable communities around the state. The funding will be available through May 31, 2024 to support activities of greatest need identified by the local community.

The goal of the funding is to create and support local coalitions to develop and implement sustainable plans to improve the overall health of the community by preventing and addressing COVID-19 among underserved Alaskans at higher risk for COVID-19 related illness and death, including rural populations. The pandemic has highlighted that many groups are prevented from having fair opportunities for economic, physical, and emotional health. For example:

- Communities with barriers to internet access may have difficulty accessing telehealth services or scheduling vaccination appointments;
- Housing conditions or access to wrap-around support can be barriers to isolation or quarantine to prevent the spread of COVID-19;
- Limited transportation options make it difficult to easily access COVID-19 testing, vaccination, or other health care services;
- For those that do not speak English as their first language, medical services or accurate information that can assist in making healthy decisions may be difficult to access.

This MOA can be used for both immediate COVID-19 needs and to develop a community plan and build a local coalition to provide input for additional community projects. DHSS will provide funding through multiple avenues to support the implementation of this plan.

Alaska communities contain much of the insight necessary to assure optimal health for their residents. These funds will add capacity for communities to prevent illness and death from the current and future pandemics among their underserved residents and will be accompanied by assistance to develop and implement their plans. Communities can, for example, support information sources that don't rely on internet access, provide support for people in isolation and quarantine, support transportation to access testing and vaccination services, and provide services using language people understand. Applications for funding will be available on the Alaska Public Notice website. (AML will send notice when the applications are posted, and relevant due dates.)

Quarterly reporting will be required of all projects to include an invoice and a brief narrative of progress. Any projects that will be collecting data may have additional reporting requirements. Initial information about the project will be needed, including:

- Who is collecting data?
- Why is data being collected?
- What communities/populations are being researched?
- What type of data is being collected?
- Estimated timeframe of data collection
- How will this data be used?

Funds must go towards creating community plans, supporting and facilitating local coalitions, or activities that fall into one of the categories listed:

- Improve COVID-19 health outcomes among higher risk underserved populations by expanding existing or developing new mitigation and prevention resources and services;
Examples: support hospital or clinic vaccination and testing efforts; provide COVID-19 mitigation supplies to underserved groups; provide translation for COVID-19 messages
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
Examples: support hospitals and clinics with data collection support; purchase new lab equipment to facilitate data collection and reporting
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved;
Examples: improve communication system for EMS and 911 calls (new antenna and cable); improve internet and communication capabilities at community center to support telehealth and make it more accessible;
- Mobilize partners to improve spaces in their community where people live, learn, work, and play, allowing individuals and families greater opportunities for better health outcomes;
Examples: improved recreational opportunities; support local subsistence practices by providing gas vouchers to residents; support community education and action regarding substance misuse and suicide prevention; facilitate health improvements for homeless shelters; provide opportunities for isolation and facilitate medical treatment for homeless people infected with COVID-19;
- Improve access to COVID-19 and other vaccines, for individuals who are higher risk or underserved.
Examples: Equip an outreach van to improve access to vaccines and testing; fund a mobile care clinic; provide outreach to home-bound individuals

The funding allocations for this opportunity considers both population size and local or regional factors that affect health outcomes, such as housing, household composition and disability status, transportation, and several other factors.

The Alaska Municipal League will host a member call via zoom to review this information and answer questions on March 28, at 10:00.

The application will be posted on the Alaska Public Notice. As of this DRAFT notice, due dates and related information is not available.

Award amounts are attached to this announcement. For more information, please contact HECommunities@alaska.gov or Judy Holland at Judy.Holland@alaska.gov.

23 March 2023

Petersburg Mayor and Assembly Members,

I would like to be considered for the opening on the Hospital Board. I feel that I have a lot of skills and experience that can help our hospital move forward.

I previously served on the Hospital Board for 4 years (2018-2021) and would like to be involved with supporting the hospital again. The hospital is a vital part of our community and it needs to grow to provide the services required by our community.

I worked for 41 years at the Central Intelligence Agency as a computer scientist and a Senior Program Manager, leading multi-million-dollar Federal technology programs. I also have experience with commercial construction projects.

I also served in the Air National Guard and Air Force and am a veteran of the Vietnam War.

Jim Roberts

jim@mvadventures.com

907.518.4520

PO Box 1836

To:

Mayor Jensen
Assembly Member Meucci
Assembly Member Lynn
Assembly Member Marsh
Assembly Member Newman
Assembly Member Kensinger
Assembly Member Fine-Walsh

April 4, 2023

We are R.D. and Madonna Parks, citizens of Petersburg, Alaska. We are the parents of Molly Parks, our only child, who was one of the young women killed on July 4, 2016 while working for the Petersburg Borough.

On that day, Molly and Marie Giesbrecht, two young women at the prime of their lives died in a horrific crash due to the actions of Borough employee William Christopher Allen who had a seizure while driving the Borough van; creating a violent crash which killed these women. Allen was known to have a seizure disorder but he was still directed to drive the van that day. Catherine Cardenas was injured in the crash as well. By the grace of God, a third young woman Cina Martinez was not in the van when it was wrecked because she had overslept.

We have tried to get justice for these young women and answers to how and why this could have happened in our town since that day.

William Christopher Allen was tried and plead guilty to manslaughter for his part in killing these women.

Because the Borough has refused to provide us or the public with any information of this fateful incident, we attempted to gain justice and acknowledgement of the Petersburg Borough's role in these women's deaths by filing a Wrongful Death lawsuit. That lawsuit went all the way to the Alaska Supreme Court. The Supreme Court ruled recently in a 2-1 decision that while the deaths were likely entirely preventable, the Borough was protected from the lawsuit under the Alaska Workers Compensation provisions.

In her dissenting opinion, Justice Susan Carney stated that both Allen's and the Borough's acts "were criminal; each of them behaved in a way that should prevent them from evading responsibility for their conduct by hiding behind the shield of Worker's Compensation".

It is ironic that if Christopher Allen had killed or maimed anyone other than his fellow Borough employees, the Petersburg Borough would have been held accountable. By paying its Workers Compensation insurance premiums, the Borough has effectively purchased a license to kill its employees without being held accountable.

As our Wrongful Death lawsuit against the Borough has now been dismissed, we have no further legal options and the Borough is no longer at legal risk. While the Borough continues to remain defiant and takes no responsibility in its recent statement responding to the Supreme Court decision, there is no longer any reason for the Borough to withhold information from us or the public. It is time for the Assembly to take control back from the lawyers.

We don't need statements of deepest sympathies from the Borough. We are coming to the Assembly as citizens of the Petersburg Borough to ask for answers as to how this tragedy could have happened. It is important to make the facts public for the safety of the citizens of this Borough and to make sure that it can never happen again.

We are asking for the Assembly to conduct a full investigation of the Borough's involvement and handling of this

crash which resulted in the deaths of Petersburg's young citizens. We are asking that it be conducted by a third party outside of the Borough Administration and the results be made available to the public.

- The investigation should include a review of the actions and inactions of the Borough Administration including the Borough Manager, Borough Clerk, Parks and Recreation Director and Molly's immediate Supervisor.
- We request that the investigation include Borough hiring practices and how William Christopher Allen was hired as a lifeguard and driver for the Petersburg Parks and Recreation Department without a valid driver's license and with a known seizure order. Were Borough hiring protocols followed? We believe that nepotism and personal relationships factored inappropriately in his hiring.
- We also request that the Borough investigate the supervisory oversight while Mr. Allen was employed. Mr. Allen had multiple seizures while at his Parks and Recreation job. In spite of these seizures and his physician's advice to the Borough that he not be allowed to drive, his supervisor continued to allow him to drive. Just two months after his April seizure, his supervisor scheduled him to drive the Parks and Recreation van and gave him the keys on that fateful July 4th day.
- We ask that the investigation take a hard look at the Petersburg Borough Safety programs, protocols, and the administration of them and identify the failures and weaknesses that contributed to the deaths of these young women. Recommendations should be included to strengthen weaknesses in the safety program.
- We ask that the Borough Assembly become formally involved in oversight of the Petersburg Borough Safety program. The Municipal Code should be changed to require that the Borough Assembly be informed of all accidents and incidents and that an Assembly member be assigned to an accident review team. All Borough employees, including the Borough Manager should have safety included as a factor in their performance evaluations. The Borough Managers responsibilities should be clearly defined.

Since the death of our daughter, we have been met with a wall of silence from the Borough. We have seen no changes from the Borough in response to these deaths.

We are not enemies of the Borough, we are part of it. We ask that the Borough Assembly make available any and all existing information regarding this incident to the public. We hope that this includes any actions that the Borough took to investigate their role in these deaths and corrective action if any.

We love this community. We have lived here for 32 years. It is a wonderful place to bring up children. We encouraged our daughter Molly to work for Petersburg Borough Parks and Recreation never realizing that she was in mortal danger.

We should have faith in our local government that their first priority is to keep their citizens safe. We think that can be achieved through the transparency of a third-party review of the events leading up to July 4, 2016 and the events since then.

We and this community need and deserve answers as to how this tragedy happened, so it can be prevented in the future.

Respectfully,

R.D. Parks

Madonna Parks

RD and Madonna Parks

Debra Thompson

From: Dorothy McBride <dorothyfmcbride@yahoo.com>
Sent: Friday, April 7, 2023 1:07 PM
To: Assembly
Subject: Request for investigation

To the Borough Assembly:

Please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht.

Dorothy McBride

Debra Thompson

From: (null) (null) <hwhitacre@yahoo.com>
Sent: Sunday, April 9, 2023 11:31 AM
To: Assembly
Cc: Marina Whitacre
Subject: Independent Investigation

Many people close to the Parks family including Marina and I have been surprised and disappointed at the seeming lack of transparency, support, and even minimum response regarding the accident resulting in the deaths of Borough employees Molly Parks and Marie Giesbrecht. Please initiate a third-party investigation into the Borough's involvement and handling of the crash to ensure we have addressed any policy shortcomings that contributed to this tragedy. Thank you for your time and consideration.

Sincerely,

Heath and Marina Whitacre

Debra Thompson

From: JE <arcticdawn20042@yahoo.com>
Sent: Monday, April 10, 2023 8:56 PM
To: Assembly
Subject: Molly Parks

To The Assembly Body,

Please investigate the Borough involvement and the handling of the crash which resulted in the death of Molly Parks and Marie Giesbrecht. The victims and their families deserved justice.
Thank you.

Jessielea Tagaban

Debra Thompson

From: marinawhitacre@yahoo.com
Sent: Tuesday, April 11, 2023 6:40 AM
To: Assembly
Subject: 4th of July Crash

Petersburg Borough Assembly members,

I ask that you please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht.

From the Parks' recent editorial in the Petersburg Pilot, it sounds like there is still more to learn that could prevent another tragedy like this (and how it was handled) in the future. Also, I believe the Parks and Giesbrecht's deserve to know all the information out there concerning the circumstances that led to their daughters' deaths.

Respectfully,
Marina Whitacre

Debra Thompson

From: Linda Slaght <jlslaght@aptalaska.net>
Sent: Friday, April 14, 2023 1:19 PM
To: Debra Thompson
Subject: FW: Request for third party investigation

Hi, Debbie, please acknowledge when you get this. Thank you!
Linda

From: Linda Slaght <jlslaght@aptalaska.net>
Sent: Tuesday, April 11, 2023 9:18 AM
To: 'assembly@petersburgak.gov' <assembly@petersburgak.gov>
Subject: Request for third party investigation

I am requesting that the Borough conduct a third party investigation into the events that led to the tragic deaths of Molly Parks and Marie Giesbrecht. A preponderance of evidence suggests that this tragedy was preventable. As their employer, the Borough should have taken steps to ensure their safety through a rigorous safety program that apparently does not exist. It's hard to believe that almost seven years has gone by, and the borough has not yet taken meaningful action to ensure that employees will never again be put at risk of injury or death due to negligent decision making by their employer. The parents and the community deserve to know that the Borough values the lives of its employees enough to take responsibility for what happened, and to change its culture in whatever way necessary to ensure the safety of its current and future employees. A third party investigation should report on each step that led to the tragedy, including decisions that were made by Borough leadership and recommendations on changes needed to ensure meaningful improvements in employee safety. The investigative report should be made public to ensure transparency and accountability. Thank you.

Linda Slaght
517 Mitkof Highway

Debra Thompson

From: Mary Clemens <maryclemens1957@hotmail.com>
Sent: Tuesday, April 11, 2023 2:55 PM
To: Assembly
Subject: Investigation into July4, 2016 crash

I am writing to the Petersburg Borough Assembly to urge you to launch a third party investigation into the factors that led to the vehicle crash and death of Molly Parks and Marie Giesbrecht.

This appears to have been a very preventable accident. The circumstances surrounding the accident need to be available to the public so everyone can learn from this and prevent it from happening again. We all need to become aware of what kinds of red flags to look for in all kinds of situations, to prevent further loss of life.

Sincerely,

Mary Clemens

Debra Thompson

From: Cina Martinez <cina.martinez@mail.com>
Sent: Tuesday, April 11, 2023 2:56 PM
To: Assembly

Good afternoon to whom it may concern,

Please investigate the Borough's involvement and handling of the crash, which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht on July 4th, 2016. I'm extremely disappointed how this was handled as I was a former employee that was supposed to work that day with those girls. If I hadn't slept in that morning, I most likely wouldn't be here today. Thank you for your time.

Very respectfully,

Ofrocina MP Martinez

--

Sent from my Android phone with [mail.com](mailto:) Mail. Please excuse my brevity.

Debra Thompson

From: Gina Esposito <gbird09@gmail.com>
Sent: Tuesday, April 11, 2023 3:49 PM
To: Assembly
Subject: Employee death investigation

Dear Petersburg Assembly,

I am reaching out to you all in hopes that the Assembly will start an independent third party investigation into the Borough's involvement and handling of the crash which resulted in the deaths of Molly Parks and Marie Geisbrecht on July 4, 2016. Hopefully the assembly can make real change in creating a safer place for Petersburg Borough employees to work, and in turn help provide closure for many in our community that feel more needs to be done. Thank you,

Gina Esposito

Debra Thompson

From: Marsha Sandhofer <tmsand93@gmail.com>
Sent: Tuesday, April 11, 2023 5:00 PM
To: Assembly
Subject: Call for an independent investigation

Dear Petersburg Assembly Members:

I am writing to request that you initiate an independent third party investigation into the involvement and handling of the vehicular crash that caused the death of Molly Parks and Marie Giesbrecht.

Respectfully,
Marsha Sandhofer

Debra Thompson

From: dancat@ak.net
Sent: Wednesday, April 12, 2023 10:39 AM
To: Assembly
Subject: Petersburg Borough July 4th, 2016 vehicle crash.

Good Morning Assembly Members,

Please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht and injury of Catherine Cardenas.

How is it that anyone (Chris Allen) with a history of on-going seizures and having a seizure just 2 months prior at his place of employment with the Borough's Park and Recreation department is allowed to drive any vehicle, including a local government vehicle.

As the parents of Catherine Cardenas, we support the recent letter by R.D. and Madonna Parks to the Petersburg Borough assembly asking for a third party investigation into the actions and in-actions that led to this vehicle crash on July 4th, 2016.

Questions of how this was allowed to happen and what has been implemented to prevent future tragedies involving the safety of Borough employees would be answered by an investigation.

Thank you for your time.

Judy Janke and Abel Cardenas

Debra Thompson

From: Karen Dillman <dillmankl@gmail.com>
Sent: Wednesday, April 12, 2023 6:19 PM
To: Assembly
Subject: Review of Vehicle accident July 4, 2016

Dear Petersburg Borough Assembly,

This letter is to request that the Petersburg Borough conduct a full review of the events that led up to the fatal accident of two young Borough employees on July 4th 2016. Specifically, I am requesting that we need to learn about the Boroughs' involvement, what the Borough knew of Mr. Allen's condition that impacted his work and the safety of others, and the basic handling of each step that led up to the crash that resulted in the deaths of Molly Parks and Marie Giesbrecht. It has been 7 years since Molly and Marie perished in this horrible, and completely preventable accident. I am stunned and outraged that the Borough has not done anything to officially review the circumstances and to provide closure to the families and the community. Could this happen again in 5 years after everyone forgets and never really learn what happened? The community and the Park family need to know so it will never happen again. What new safety measures are now in place to ensure the next employee will not be impacted?

I am calling for a written review of all safety breaches, cut corners, and poor decisions, that lead up to the accident. This review should be available to the public. What could have occurred that did not occur to stop this from happening? I am not asking for the Borough to point fingers or place blame on any particular Petersburg citizen. I know Borough employees who were involved and do not want them to feel like victims of scorn. Names can be left out. But it's also the duty of the Borough to uphold safety standards and officially review what occurred so it will never happen again. Perhaps this review would help save the life of the next innocent person who works for the Borough.

My family is good friends with Madonna and RD Parks and we loved their daughter Molly. She was a childhood friend of our daughter and I grieve with them for this tragic loss that was preventable. This accident has also changed my opinion of the professionalism of the Petersburg Borough and the Assembly. I cannot fathom that no one came to explain anything to the Park family after the loss of their daughter while working for the Borough.

Please take the time and honor the families and our community to fully review the scenarios and decision points that caused the preventable death of these two Borough employees so it will never happen again.

Thank you for your time,
Respectfully,
Karen Dillman
PO Box 305
Petersburg AK 99833
dillmankl@gmail.com
907-518-4300

Debra Thompson

From: Nancy Murrison <nmurrison71@gmail.com>
Sent: Wednesday, April 12, 2023 6:57 PM
To: Assembly
Subject: Borough responsibility for employee limitations

July 4th, 2016 was a wake up call for anyone in government or business who has employees. When people are in our employ, the responsibility of the employer is to make certain that they are fully capable to safely handle the work they are asked to do both for themselves and others around them.

The individual who was driving the van for the borough that day had been an employee of my business until he had a seizure during work. When we became aware of the issue, he was sent to the medical facility and returned with limitations that would interfere with his performing his job duties safely. We released the employee.

I hope the Borough will consider reevaluating it's policy for when issues such as this arise so something as devastating as what happened 7/4/16 can never happen in the future.

Nancy Murrison

Debra Thompson

From: Petr Machalek <machalek_p@icloud.com>
Sent: Wednesday, April 12, 2023 8:45 PM
To: Assembly
Subject: Molly Parks and Maria Gaiesbrecht death and Catherine Cardenas injury .

I am urging you to investigate the Borough 's involvement and handling of the car crash which caused the death of city employees, Molly Parks and Catherine Cardenas . Do the right thing , please.

Petr Machalek
907 650 7062

Thank you.

Sent from my iPhone

Debra Thompson

From: Laura Buehler <cryptobranch@gmail.com>
Sent: Thursday, April 13, 2023 6:12 AM
To: Assembly
Subject: Please investigate

Dear Mayor and Members of the Assembly,

As citizens of the Petersburg Borough, we ask that you please investigate the Borough's involvement and handling of the crash which resulted in the deaths of two Borough employees, Molly Parks and Marie Giesbrecht, on July 4, 2016.

We believe that our community is in need of answers and assurances that the Borough leadership will rise to do everything in its power to prevent such a tragedy from happening again.

Thank you for your attention to this important matter, and thank you for your service to our community.

Respectfully,

Laura & Craig Buehler

Debra Thompson

From: Jo Luczak <joluczak@hotmail.com>
Sent: Thursday, April 13, 2023 8:39 AM
To: Assembly
Subject: Borough Responsibility

To Borough Assembly Members,

I would like to express my concern in regards to the borough's involvement and handling of the accident which took the lives of two borough employees, Molly and Marie and ask that further investigation be done into how this could have been allowed to happen and insure it won't happen again.

Thank you,
Jo Luczak



Virus-free. www.avast.com

Debra Thompson

From: Stan and Vivian Hjort <halibut7000@yahoo.com>
Sent: Thursday, April 13, 2023 9:39 AM
To: Assembly
Subject: Molly Parks/Marie Giesbrecht

We are asking that you - as our Assembly - Please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht.

Thank you,
Stan and Vivian Hjort

Debra Thompson

From: catherine cardenas <cathcard4@gmail.com>
Sent: Thursday, April 13, 2023 1:33 PM
To: Assembly
Subject: Parks letter to the Borough.

Assembly Members

This is Catherine Cardenas, I was a victim of the crash that happened on July 4th 2016.

I support R.D and Madonna Parks letter to the Petersburg Borough concerning the investigation of the crash.

I would like to know also what had led up to this happening, it would give me a sense of peace in knowing, for years I've wondered.

Thank you for your time.

Sincerely Catherine Cardenas

Debra Thompson

From: Sue McCallum <suemccal@gmail.com>
Sent: Friday, April 14, 2023 10:03 AM
To: Assembly
Subject: Assembly please take action

To the Petersburg Assembly members,

Please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht. It is essential to know the reason behind these tragic deaths and how to prevent this from ever happening again. Your action will protect our community and show compassion for those families that have lost their beautiful children.

Susan R. McCallum and William M. McCallum

Sent from [Mail](#) for Windows

Debra Thompson

From: Carolyn Kvernvik <cvkvernvik@gmail.com>
Sent: Friday, April 14, 2023 12:41 PM
To: Assembly
Subject: Investigate Boroughs Involvement

To whom it may concern,

It has been almost seven years since July 4th, 2016. And although legally this tragic incident has been settled it is still a fresh wound for this community.

Please investigate the borough's involvement and handling of the crash which resulted in the deaths of Molly Parks and Marie Giesbrecht. Opening a dialogue is important to avoid future tragedies.

Sincerely,
Carolyn Kvernvik

Debra Thompson

From: Adanna Kvernvik <adannakvernvik@gmail.com>
Sent: Friday, April 14, 2023 12:48 PM
To: Assembly
Subject: Investigate

Please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht.
Two bright and young girls that had so much life ahead of them.

Adanna Kvernvik

Debra Thompson

From: Jack Slaght <jackslaght@gmail.com>
Sent: Friday, April 14, 2023 1:35 PM
To: Assembly
Cc: dthompson@petersburg.gov
Subject: Investigation Request

Dear Mayor and Assembly members:

I am asking for an investigation of the Petersburg Borough's involvement and the way the fatal crash that killed Molly Parks and Marie Giesbrecht on July 4, 2016 was handled.

I believe the following to be true:

That the Borough hired Christopher Allen to lifeguard and drive while knowing he had an ongoing seizure disorder. Allen's doctor, Dr. Kristofer Sargent advised him to not drive after he'd had a seizure in April, 2016. Additionally, Dr. Jennifer Hyer called the Parks and Rec Director and advised him that Allen should not drive because of his ongoing seizures. The Parks and Rec Director ignored Dr. Hyer's advice and Allen was allowed to continue working as a lifeguard and driving Borough vehicles.

On the morning of July 4, 2016 Molly and Catherine Cardenas offered to drive the City vehicle but their supervisor said no. Allen drove said vehicle, had a seizure, and the resulting crash killed Molly and Marie.

There needs to be accountability in this case. Avoidance of accountability and denial of any negligence by any supervisors or department head could likely result in future injury or death of Borough employees. I believe an investigation will result in setting in place guidelines and protocols to insure the health and safety of Borough employees.

Very Sincerely,

Jack Slaght

Sent from my iPhone

Debra Thompson

From: muskeg@gci.net
Sent: Friday, April 14, 2023 1:36 PM
To: Assembly
Subject: question after 2016 wreck

Thank you for taking the time and energy Petersburg Borough Assemble members. Radio and newspapers have brought up the fatality wreck from 2016 of Molly and Marie again. Question I have is, is this going to happen again? Is there better policy, new education for staff and have Parks and Griesbrechts been shown the corrections that have been made in the name of their daughters?

I know that department matters with employees is private but policy is not. Give the town a little peace and review with us the corrections. Janet Kvernvik

Debra Thompson

From: Nicole and Alec McMurren <alecandnicmc@yahoo.com>
Sent: Friday, April 14, 2023 2:26 PM
To: Assembly
Subject: Request for a Third Party Review of Borough Employees Deaths

Dear Borough Assembly Members,

It has been several years since two of our young community members, Marie Giesbrecht and Molly Parks, were killed while in service to our community. Since that time, we are not aware of the Borough conducting any type of hiring, employment, or safety policies and practices review to focus on ensuring that this type of incident never, ever occurs again. As a community, we are left to wonder, what have we learned as a result of these fatalities? What must change to ensure that the safety of our employees, our children, and the community members we serve is of primary concern and action?

As a community, we have been left to make assumptions about why the Borough has either taken no action or has made no mention of actions. This strikes as a fear based response, rather than a forward looking compassion based response, to the loss of lives suffered by this entire community.

We respectfully request that the Borough employ a neutral third party to review the hiring, safety and employment policies and practices that have lead us here today. Given the obvious and painful conflicts of interests, it appears quite clear that an internal review would be inappropriate. While such an undertaking may be costly, I hope you would agree that as a community, the price we have already paid was unacceptably high and must never be repeated.unacceptably

There is so much more that could be said. We will refrain from sharing here but are more than willing to make ourselves available for further conversation should any Assembly Member wish to engage.

With hope for community healing,

Alec and Nicole McMurren
(907)772-4194
alecandnicmc@yahoo.com

Debra Thompson

From: Madonna Parks <madonna.parks@yahoo.com>
Sent: Sunday, April 16, 2023 12:41 PM
To: Assembly
Subject: Postponement of Assembly Member Fine-Walsh report

Mayor and Assembly Members,

We are asking for the postponement of agenda item 11 B for the Borough Assembly meeting on 4/17/23.

“B. Human Resources Practices and Procedures Report

In response to inquiry by the Parks family and the public, Assembly Member Fine-Walsh will report on practices and procedures instituted by the Borough's HR Department since the tragic events of July 4, 2016 to improve the safety of Borough employees and residents.”

We are very interested in Assembly Member Fine-Walsh's report but feel it puts us, the public and the Assembly Members at a disadvantage not seeing the report before the meeting.

How can you give an informed response or ask knowledgeable questions without seeing the report before hand?
It is counterproductive.

Thank you for your attention to this request.

Respectfully,
Madonna and RD Parks

Debra Thompson

From: Bill Tremblay <brtrembla@gmail.com>
Sent: Sunday, April 16, 2023 8:06 PM
To: Assembly
Subject: Support for Independent Review for Employee Safety

Dear Petersburg Borough Assembly Members,

I am writing in support of an independent review of Borough policies regarding the safety of its employees. I think a review of the safety policies is needed given the outcome of court decisions regarding the lawsuit against the Borough by the parents of Molly Parks.

There is enough evidence presented in the court findings to justify some concern regarding how employees can safely operate as a Borough employee. Clearly, there was a breakdown in the communications with the management of an employee that had a medical condition which caused the death of two Borough employees. While the court decided the rules under Alaska Workman's Compensation were sufficient to negate any responsibility of the Borough for additional compensations, the facts of what lead to this unfortunate accident should not be ignored.

The purpose of any investigation should to improve the health and safety conditions for Borough employees. Given the outcome of this incident, I expect the labor unions who represent Borough employees would like to be fully engaged in a review.

My intent for the support of this investigation is not to cause additional harm to the families most affected, but to help establish better standards/conditions for a safe environment for Borough employees.

Bill Tremblay

P.O. Box 662

Petersburg, AK 99833

907-772-4461

Sent from [Mail](#) for Windows

Debra Thompson

From: Heidi Peura Lombard <grateful74@hotmail.com>
Sent: Monday, April 17, 2023 6:27 AM
To: Assembly
Subject: Molly Parks

Please investigate the Borough's involvement and handling of the crash which resulted in the deaths of Borough employees Molly Parks and Marie Giesbrecht.

Thank You
Stephen and Heidi Lombard

Steven and Desiree Burrell

PO Box 275

Petersburg, AK 99833

burrell1@gci.net

4/12/2023

To Assessor or Board of Equalization,

Please accept our late appeal for the 2023 Assessment for 802 N Nordic Dr, Petersburg, AK , parcel 01-001-210.

My husband Steve and I have been doing a lot of travel since Jan 11, 2023 and then spending time in Seattle Washington for extensive medical since February 22, 2023. We returned home on March 20th and had to leave again on March 23, 2023 for more medical in Seattle. Upon our return we an an enourmous amount of mail to sort through. Unfortunetely the 2023 Assessment Notice was put in a pile with my other 3 months of Borough mail that consisted of billings for 3 months on 3 different accounts. This was mail that I felt was not urgent because they are all on auto pay. On Saturday April 8th when I was opening my not so urgent mail I found that one of my Petersburg Borough envelopes contained the 2023 Assessment notice that had an appeal deadline of March 31, 2023. Because this was a weekend I was not able to submit my appeal until April 10th, 2023.

I have submitted my medical approval letters from our insurance company to show you dates and ask that you consider our late filed appeal so that we may be heard on our property assessment for 802. N Nordic Dr.

Sincerely,

Steven and Desiree Burrell

exhibit 9
7 pages

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: 4/8/23 We were traveling for medical, please allow late filings

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 01-001-210

1. I, Desiree Burrell, representing Steve Burrell & myself the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 214,500 Building(s) \$ 613,900 Total \$ 828,400

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 1985
- B. What was the full consideration/price? 160,000 / old home demolished in 2020
- C. Did this price include any furniture/ fixtures? if so, List approximate value \$ —
- D. What do you consider the market value? 500,000
Land \$ 214,500 Bldg \$ 460,000 Total \$ 714,500
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? —
- F. Have you ever received an offer? Price/when no
- G. Have you had the property appraised in the past 2 years? \$ assumed 600,000 by SE Appraisal Services 4/9/21
- H. How much is the property insured for? \$ because of the 2001 appraisal house is insured \$731,000 not our choice

3. There is an error or omission on the assessment of this property for the following reason(s):

We live in 1456 square ft. the rest of the home is Shop, storage and visitor suite for company. The cost to build this home was \$469,000. We believe the fair amount of this home would be \$500,000 not 613,900. We feel the property value is correct at \$214,500. Grand total \$714,500 not \$828,400

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Desiree Burrell Phone #: 907-518-1110

Email: burrell1@gci.net

Sign here: [Signature] Date: 4/8/23

For Assessor's Office Use:

Parcel Identification No. _____

Appeal No _____

Action by Assessor

Signed: _____ Date: _____

Petersburg Borough Contract Assessor

Adjusted 2023 Assessed Value:

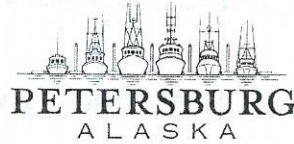
Land\$ _____ Building\$ _____ Total\$ _____

I hereby accept reject the foregoing assessed valuation in the amount of \$ _____

Signed: _____ Date: _____

Petitioner

2023 ASSESSMENT NOTICE



BURRELL STEVE BURRELL DESIREE
PO BOX 275
PETERSBURG, AK 99833-0275

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
802 N NORDIC DR	01-001-210	3/1/2023	3/31/2023

Property Information
Lot Size: 26477 SF; Lot: 3; BLK: 80; Plat#: 85-24; US Survey: USS 1252; Section: 27; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$214,500	\$613,900	\$828,400
Exemptions SENIOR CITIZEN		\$-150,000	\$-150,000
Taxable Value	\$214,500	\$463,900	\$678,400

Appeal Deadline is March 31, 2023 by 4:30 PM for 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
Phone #: (907) 772-4425 Fax#: (907) 772-3759



One Sealaska Plaza, Ste 305
Juneau, AK 99801

January 3, 2023

STEVEN BURRELL
PO BOX 275
PETERSBURG, AK 99833-0275

Member Number: W205831398
Plan ID: AB
Name of Patient Receiving Care: Steven Burrell
Site of Illness/Injury: Petersburg, AK
Destination City: Seattle, WA
Rendering Provider Name: [REDACTED]
Hospital or Facility Name: Virginia Mason Medical Center

IMPORTANT NOTICE ABOUT COVID-19 AND ALASKACARE TRAVEL BENEFITS

Members are reminded that AlaskaCare travel benefits are limited and do not cover all travel related expenses. No additional travel benefits have been implemented as a result of COVID-19. Thus, members may incur additional out-of-pocket costs resulting from COVID-19 impacts while traveling. Members are encouraged to carefully review travel related plan benefits.

For additional guidance regarding the response to the coronavirus, please see the Alaska Department of Health and Social Services web page: www.covid19.alaska.gov and the Centers for Disease Control and Prevention (CDC) web page: www.cdc.gov.

THIS IS NOT A GUARANTEE OF APPROVAL OR REIMBURSEMENT

Please read the following notice of benefits carefully. Call the Aetna Concierge at 855-784-8646 with questions about your travel benefits.

We've received your request for travel benefits from Petersburg, AK to Seattle, WA for your upcoming date of service on 2/24/2023 for [REDACTED]

Travel reimbursement is valid only for travel from 2/15/2023 to 3/26/2023. However, if your general travel plans or any details provided during your travel precertification change please call us at 855-784-8646, travel precertification, and request to change details of your request.

This letter doesn't guarantee approval of your travel benefits.



One Sealaska Plaza, Ste 305
Juneau, AK 99801

January 3, 2023

DESIREE BURRELL
PO BOX 275
PETERSBURG, AK 99833-0275

Member Number: W205831398
Plan ID: AB
Name of Patient Receiving Care: Desiree Burrell
Site of Illness/Injury: Petersburg, AK
Destination City: Seattle, WA
Rendering Provider Name: Not Provided
Hospital or Facility Name: Not Provided

IMPORTANT NOTICE ABOUT COVID-19 AND ALASKACARE TRAVEL BENEFITS

Members are reminded that AlaskaCare travel benefits are limited and do not cover all travel related expenses. No additional travel benefits have been implemented as a result of COVID-19. Thus, members may incur additional out-of-pocket costs resulting from COVID-19 impacts while traveling. Members are encouraged to carefully review travel related plan benefits.

For additional guidance regarding the response to the coronavirus, please see the Alaska Department of Health and Social Services web page: www.covid19.alaska.gov and the Centers for Disease Control and Prevention (CDC) web page: www.cdc.gov.

THIS IS NOT A GUARANTEE OF APPROVAL OR REIMBURSEMENT

Please read the following notice of benefits carefully. Call the Aetna Concierge at 855-784-8646 with questions about your travel benefits.

We've received your request for travel benefits from Petersburg, AK to Seattle, WA for your upcoming date of service on 2/23/2023 for [REDACTED]

Travel reimbursement is valid only for travel from 2/15/2023 to 3/26/2023. However, if your general travel plans or any details provided during your travel precertification change please call us at 855-784-8646, travel precertification, and request to change details of your request.

This letter doesn't guarantee approval of your travel benefits.



One Sealaska Plaza, Ste 305
Juneau, AK 99801

March 27, 2023

STEVEN BURRELL
PO BOX 275
PETERSBURG, AK 99833-0275

Member Number: W205831398
Plan ID: 0181121-031-00201
Name of Patient Receiving Care: STEVEN BURRELL
Site of Illness/Injury: PETERSBURG, AK
Destination City: SEATTLE, WA
Rendering Provider Name: DR. [REDACTED]
Hospital or Facility Name: VIRGINIA MASON MEDICAL CENTER
Travel Dates: 3/16/2023 through 4/22/2023
Date of Appointment: 3/24/2023
Condition/Symptoms: [REDACTED]

This is an acknowledgment letter in response AlaskaCare travel benefit request. Travel reimbursement is valid only for travel between the travel dates listed above.

If your travel plans change outside the dates listed above, please call the Aetna concierge at 1-855-784-8646 (TDD:1-800-628-3323), and request to update your travel information.

THIS IS NOT A GUARANTEE OF APPROVAL OR REIMBURSEMENT

Please read the following notice of benefits and the attached Frequently Asked Questions (FAQ) carefully and call the Aetna Concierge at 855-784-8646 if you have questions.

Be sure to review the travel provisions in your AlaskaCare plan booklet before you travel:
www.drb.alaska.gov/alaskacare/

AlaskaCare reimburses specific plan-covered travel expenses after:

- Aetna has processed claims for covered and qualifying medical services/treatment
- If there are no medical claims on file, you may provide:
 - Chart notes from your visit
 - Copy of a new prescription
 - Any other information from your provider showing treatment was received
- You can only be reimbursed for travel to obtain treatment covered by the medical plan:
 - That is not available within 100 miles of your current location

Appeal 2023-13

Wood, Charles Ed
Parcel 01-144-070
668 Mitkof Hwy

2023-13

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: 15 March 2023

The deadline for filing an appeal with the Assessor is Thursday, March 31, 2023 at 4:30pm. However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor must be contacted during the 30-day appeal period.

Parcel Identification No 01-144-070

1. I, Charles E. Wood, representing self, Suzanne (wife), Kathy (sister), the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 152,300 Building(s) \$ 246,700 Total \$ 399,000

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 1961
B. What was the full consideration/price? \$1,500 (4.96-acre lot; downsized to 2.49-acres)
C. Did this price include any furniture/ fixtures? If so, List approximate value \$N/A
D. What do you consider the market value?
E. Have you ever offered this property for sale in the past two years? Yes No
F. Have you ever received an offer? Price/when N/A
G. Have you had the property appraised in the past 2 years? \$No
H. How much is the property insured for? \$

3. There is an error or omission on the assessment of this property for the following reason(s): Please see attachment.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Charles E. Wood Phone #: 907-772-3480

Email: fvtalon@icloud.com

Sign here: Charles E. Wood Date: 14 March 2023

ATTACHMENT 1 to
Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

To Whom It May Concern:

I (also representing my wife Suzanne, and my sister Kathy) appreciate the efforts of the Petersburg Borough property tax Assessor, and some of the difficulties involved in assessing property valuations. We are willing to pay property taxes on our Final Assessed Value. However, our jointly-owned parcel has numerous characteristics that can only be properly assessed by an on-site inspection by the Borough property Assessor.

For example, in 2019, our initial land appraisal came in at \$170,000. After an on-site inspection by the Borough property Assessor, the Assessed Land Value was revised down to \$136,000, \$34,000 below the initial pre-site visit, and \$4,000 below the prior 2005-2018 tax years (\$140,000).

We are requesting an on-site visit and reconsideration of our 2023 Property Assessment by the Petersburg Borough Assessor.

Signed,

s/

Charles E. "Ed" Wood
668 Mitkof Highway
PO Box 383
Petersburg, AK 99833
907-772-3480 (home)

To: 2023 Board of Equalization
From: Michael C Renfro, Assessor
Martins Onskulis, Assessor
Re: Appeal 2023-13
Property Owner: Charles E Wood
Account: 01-144-070
Date of Assessment: 1/1/2023
Hearing Date: 4/17/2023
2023 Assessed Value: Buildings: \$246,700
Land: \$152,300
Total: \$399,000

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located 668 Mitkof Hwy.
- The subject property is waterfront house – 1,110 SF + 1,092 SF unfinished bsmt; 864 Sf detached garage and second building 840 sf.
- Property is valued as average condition built in 1970 and 1999 second house.

Basis of the Appeal:

- Requested Site Visit.

Concerns brought forth by the appellant:

- Requested Site Visit.

Assessor comments:

- No recommendation as of now.

Recommendation:

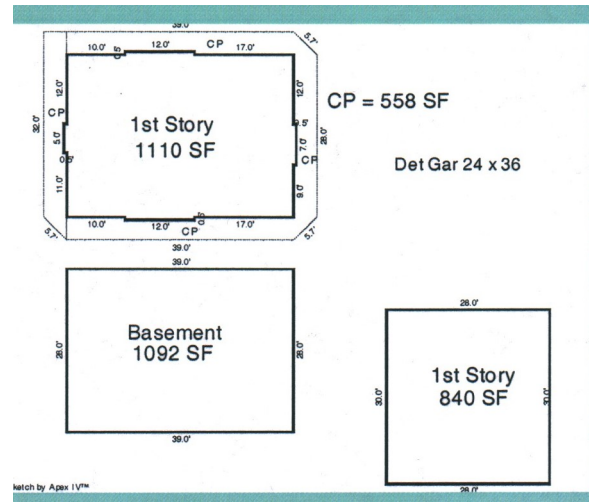
- Uphold the 2023 Assessed Value of \$152,300 for the land, \$246,700 for the buildings, for a total assessed value of \$399,000. (Subject to change due to field inspection)

Attachments:

- Photo of Subject property







CURRENT OWNER

CHARLES & SUZANNE WOOD
KATHY WOOD
 PO BOX 383 PETERSBURG AK 99833-0383

Property Identification

Parcel	01-144-070	Us	R - Residential
City		Property	SFR
Mobile Home		Service	S

Property Information

Improvement	1,950 SF	Year Built	1970	Actual	Land	1	SF
Basement	1,092 SF	Effective Age			Zone		SF
Garage	864 SF	Taxable	Partial Exempt				

Legal Description

Plat # Lot # **7 N** Block Tract Doc # Rec. District **Petersburg - 110**

Describe: Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Partial	\$152,300	\$246,700	\$399,000	\$150,000	\$249,000	Res +20%
2022	Partial	\$136,000	\$205,600	\$341,600	\$150,000	\$191,600	
2021	Partial	\$136,000	\$205,600	\$341,600	\$150,000	\$191,600	
2020	Partial	\$136,000	\$205,600	\$341,600	\$150,000	\$191,600	+3% Res

NOTES

LAND DETAIL

Market Neighborhood Site Area **108,464 SF** Topo **Moderate** Vegetatio **Brushy**

Access **Public road** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
Site Value	1	SF x \$190,400.00	?	= \$152,320	Appeal 2019-54 Reduce land value 20% for narrow lot, steep access, and easement for benefit of 01-144 -100 (Tract B). LK 4/5/19
		SF x		=	
		SF x		=	
		SF x		=	
		SF x		=	
Total	1	SF	Fee Value:	\$152,300	

SUMMARY FEE SIMPLE VALUATION

Inspected By **lila koplín** Date Inspected **4/1/2019** Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$249,000/1,950 SF Indicates \$204.62 Value/SF GBA	Total Residential \$246,700
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement \$246,700
	Land & Site imp \$152,300
	Total Property Value \$399,000

EXEMPTION DETAIL

Status **Approved** Date Decided **2/15/2022** Date Applied **2/15/2022** PFD Qualifier **Yes**

	Land	Improvements	Total	Percent Occupied
Fee Value	\$152,300	\$246,700	\$399,000	100%
SENIOR CITIZEN	\$0	-\$150,000	-\$150,000	Comments SUZANNE WOOD 50% Exempt per split ownership
Total Exempt	\$0	-\$150,000	-\$150,000	
Taxable Value	\$152,300	\$96,700	\$249,000	

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	1 Story	Bedrooms	[]	
Qualit	Q4 -	Plumbing	[]	Energy	[]	Bathrooms	[]	
						Other Rooms	[]	
						Total Rooms	[]	
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	1970 Actual
Exterior	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	[]
Foundatio	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	[]
Heat Fuel	<input type="checkbox"/> Typical <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	[]
Heat Type	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	[]
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums	[]						Total	[]
Porches,	Covered Porch 558SF						Total	\$10,355

Garage

Built-in [] SF Basement Garage [] SF Attached [] SF Detached 864 SF Carport [] SF Finished [] SF

Comments []

Basement

Size **1092** Finished Size [] Describe []

Description	Status	Area		Base Value		Unit Value	RCN	% Good	Net Value
1 Story Hous	Finished	1,110	SF	\$108.66	1.55	\$168.42	\$186,950	?	\$105,374
Garage Detached	Finished	864	SF	\$31.08	1.55	\$48.17	\$41,622	?	\$23,460
Basement	Unfinishe	1,092	SF	\$24.46	1.55	\$37.91	\$41,401	?	\$23,336
			SF						
			SF						

Additional Adjustment

Lump Sum Total

\$10,355

Main House Tota

\$162,500

Comments []

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	1 Story	Bedrooms		
Qualit	Q4 -	Plumbing		Energy		Bathrooms		
						Other Rooms		
						Total Rooms		
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	1999
Exterior	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	
Foundation	<input type="checkbox"/> Typical <input type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input checked="" type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	
Heat Fuel	<input type="checkbox"/> Typical <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums							Total	
Porches,							Total	

Garage

Built-in SF Basement Garage SF Attached SF Detached SF Carport SF Finished SF

Comments

Basement

Size Finished Size Describe

Description	Status	Area		Base Value	Unit Value	RCN	% Good	Net Value	
1 Story Hous	Finished	840	SF	\$112.17	1.55	\$173.86	\$146,045	?	\$82,318
shed	Finished	120	SF	\$12.98	1.55	\$20.12	\$2,414	80%	\$1,931
			SF						
			SF						
			SF						

Additional Adjustment

Lump Sum Total

Main House **Tota** \$84,200

Comments

Appeal 2023-32

Shelyn Marie Bell
Parcel 02-041-100
998 Mitkof Hwy

2023-32

RECEIVED
MAR 28 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuat
Real Property

Date Filed: March 28, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 02-041-100

1. I, Shelyn Marie Bell, representing Michael & Shelyn Bell, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 94,100 Building(s) \$ 341,200 Total \$ 435,500

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? March 26, 2004
- B. What was the full consideration/price? 65,280 (Land Only)
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ NO
- D. What do you consider the market value?
Land \$ 78,400 Bldg \$ 284,400 Total \$ 362,800
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ 350,000

3. There is an error or omission on the assessment of this property for the following reason(s):
I spoke to Assessor Arne Erickson and explained to him all of the issues we are having with the land as well as th
house and we had a \$72, 500 increase since last year and the assessors were not aware of any of this issues. He
encouraged me to document all of this as I will do on a separate page. Please see the attached page for specific
information regarding our property, house and otherwise. Thank you for your consideration.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Shelyn M. Bell Phone #: 907-518-1510

Email: shelynbell@gmail.com

Sign here: Shelyn M Bell Date: March 28, 2023

To: 2023 Board of Equalization
From: Michael C Renfro, Assessor
Martins Onskulis, Assessor
Re: Appeal 2023-32
Property Owner: Shelyn Marie Bell
Account: 02-041-100
Date of Assessment: 1/1/2023
Hearing Date: 4/17/2023
2023 Assessed Value: Buildings: \$341,200
Land: \$94,100
Total: \$435,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located Falls Creek Subdivision.
- The subject property is waterfront house – 1,928 SF + carport; storage and shop.
- Property is valued as average condition.

Basis of the Appeal:

- Requested Site Visit.

Concerns brought forth by the appellant:

- Requested Site Visit.

Assessor comments:

- No recommendation as of now.

Recommendation:

- Uphold the 2023 Assessed Value of \$94,100 for the land, \$341,200 for the buildings, for a total assessed value of \$435,300. (Subject to change due to field inspection)

Attachments:

- Photo of Subject property



March 27, 2023

RE: Appeal of property assessment Parcel # 02-041-100 Lot 10 Falls Creek
Information regarding the appeal.

Michael & Shelyn Bell, 998 Mitkof Highway, PO Box 171 Petersburg, Alaska
Phone-907-772-4807 Cell- 907-518-1510

After receiving our 2023 Assessment Notice and seeing our house/land value went up \$72,500 since last year, I read the information on the Borough website and learned that I needed to consult with the Borough Assessor first. I called the number on the form and spoke with Arne Erickson. He was helpful and encouraged me to fill out the form.

We got our house "kit" from Spruce Capital Homes in Prince Rupert, Canada in 2004 after purchasing our property from an auction Mental Health in 2004. Some of the issues we are having are due to the age of the house and the other issues are due to a neighbor moving uphill from our house a couple of years ago. We never had any problems with drainage at our house until that time. We had standing water at our house and surrounding area right after they put in their driveway, dug out a place for a shop, and put in a house and a septic system that doesn't smell like it is working correctly. In the winter all the standing water freezes in our driveway, parking area, carport, and against the house. We hired Reid Brothers in 2021 for \$12,000 to dig ditches around the muskeg off of our house pad, put in culverts as the carport was flooding and driveway eroding. It didn't help the situation at all. The lawn is still saturated and never was before they built. It's saturated even with no precipitation for a week or two in the summer. We continue to add soil to our lawn and it continues to erode. In the winter the carport is like a skating rink as it warms up and then freezes again.

We are outside of service area 1 and have our own septic system and water system. Our septic system has to be pumped more often than ever due to the new amount of water in the ground.

The house is almost 20 years old and has never been painted inside. The carpets have never been replaced and has "rolls" or "wows" in every room. The linoleum

is the original as well and has burn marks after years of the floor heaters heating it up.

Our deck is made of yellow cedar and was built the same year as the house. The deck is rotting and needs to be replaced. I've taken pictures and will include although may be hard to see. The deck needs to be replaced asap as a foot could go through it and the beams below are rotting as well.

We have 20 windows in our house and every one of them has a broken seal and has fog/condensation between the glass. I had the local window guy come out two weeks ago (Jason Grone) and he said it will be at least \$1700.00 per window to replace them.

Our roof is full of moss and needs to be replaced. There is no damage on the interior due to this but that also needs to be replaced.

Comparisons with other houses in our area haven't changed like ours has. We have 3 properties total and two are raw land. With our house we looked at two of our neighbors to compare and despite their interior remodels, and landscaping there tax amounts didn't change at all from last year and they too are beach properties.

We definitely haven't made any improvements as we've been fighting issues with water, drainage, and wear and tear.

We do not agree with the increase of \$72,500 for Lot 10 since 2022. Thank you for your consideration in leaving the assessment exactly where it was in 2022.

Along with this documentation please see the photos I have attached as well. They don't do it justice but hope it helps.

Thank you for your time and consideration.



Shelyn Bell

Hard to see - Glass Covered



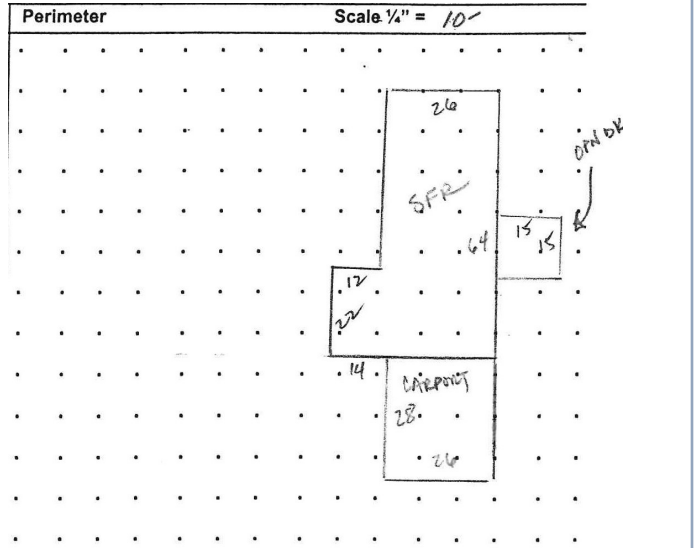


CARPORT
STEPS TO
HOUSE
STANDING
WATER









CURRENT OWNER

MICHAEL BELL
SHELYN BELL
 PO BOX 171 PETERSBURG AK 99833-0171

Property Identification

Parcel	02-041-100	Us	R - Residential
City		Property	SFR
Mobile Home		Service	O

Property Information

Improvement	1,928 SF	Year Built		Land	52,272	SF
Basement		Effective Age		Zone		
Garage		Taxable	Fee Simple			

Legal Description

Plat # 2002-14 Lot # 10 Block Tract Doc # 2002-001298-0 Rec. District Petersburg - 110

Describe: Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$94,100	\$341,200	\$435,300	\$0	\$435,300	Res +20%
2022	Fee Simple	\$78,400	\$284,400	\$362,800	\$0	\$362,800	
2021	Fee Simple	\$78,400	\$284,400	\$362,800	\$0	\$362,800	
2020	Fee Simple	\$78,400	\$284,400	\$362,800	\$0	\$362,800	+3% Res

NOTES

LAND DETAIL

Market Neighborhood Site Area **52,272** SF Topo **Level** Vegetatio **Cleared**

Access **Public road** Frontage Ft View **Beneficial** Soil **Typical**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments **well/septic**

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	52,272	SF x \$1.80		= \$94,090	
		SF x		=	
		SF x		=	
		SF x		=	
Total	52,272	SF Fee Value:		\$94,100	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$435,300/1,928 SF Indicates \$225.78 Value/SF GBA	Total Residential \$317,100
Income Value = NOI Ratio = NOI / =	Total Commercial Other \$24,100
Comments <input type="text"/>	Total Improvement \$341,200
	Land & Site imp \$94,100
	Total Property Value \$435,300

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	1 Story	Bedrooms		
Qualit	Q4 -	Plumbing		Energy		Bathrooms		
						Other Rooms		
						Total Rooms		
Roof	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Comp <input type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	
Exterior	<input type="checkbox"/> Typical <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	
Foundatio	<input type="checkbox"/> Typical <input type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input checked="" type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	
Heat Fuel	<input type="checkbox"/> Typical <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums	w/s \$11500					Total	\$11,500	
Porches,	Deck 225SF					Total	\$6,294	

Garage

Built-in SF Basement Garage SF Attached SF Detached SF Carport 728 SF Finished

Comments

Basement

Size Finished Size Describe

Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value	
1 Story Hous	Finished	1,928 SF	\$118.23	1.55	\$183.26	\$353,319	80%	\$282,655
Carport	Finished	728 SF	\$18.48	1.55	\$28.64	\$20,853	80%	\$16,682
		SF						
		SF						
		SF						

Additional Adjustment

Lump Sum Total

\$17,794

Main House Tota

\$317,100

Comments

OTHER IMPROVEMENTS

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
storage	Finished	Typical	512	SF	\$20.119	\$10,300.928	80%	\$8,241
Comments				Base	\$13	Factor ?	Age	Life

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Shop	Finished	Typical	600	SF	\$33.046	\$19,827.6	80%	\$15,862
Comments				Base	\$21	Factor ?	Age	Life

Appeal 2023-36

Nicholas Ohmer

Parcel 01-004-010

613 Sandy Beach Rd

RECEIVED
MAR 30 2023
PETERSBURG BOROUGH

2023-36

Petersburg Borough
**Petition for Adjustment of Assessed **
Real Property

Date Filed: 3/30/23

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 01-004-010

1. I, Nicholas Ohmer, representing Nicholas and Rachel Ohmer the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 184,800 Building(s) \$ 340,300 Total \$ 525,100

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 7/1/22
- B. What was the full consideration/price? 350,000
- C. Did this price include any furniture/ fixtures? If so, List approximate value\$ _____
- D. What do you consider the market value?
Land\$ 148,082 Bldg\$ 300,000 Total\$ 448,082
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when _____
- G. Have you had the property appraised in the past 2 years? \$ _____
- H. How much is the property insured for? \$ 483,750

3. There is an error or omission on the assessment of this property for the following reason(s):
Land value was assessed at the highest per sq. foot of all neighbors, I've recalculated with the average of 10 neighboring properties. The House is old and has many problems that bring down value. T&E siding, failing sheetrock, the rock wall out front is failing.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Nicholas Ohmer Phone #: (907) 957-2613
Email: nohmer@hotmail.com

Sign here: [Signature] Date: 3/30/23

For Assessor's Office Use:

Parcel Identification No. _____

Appeal No _____

Action by Assessor

Signed: _____ Date: _____
Petersburg Borough Contract Assessor

Adjusted 2023 Assessed Value:

Land\$ _____ Building\$ _____ Total\$ _____

I hereby accept reject the foregoing assessed valuation in the amount of \$ _____

Signed: _____ Date: _____
Petitioner

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-33

Property Owner: Nicholas Ohmer; Rachel Ohmer

Account: 01-004-010

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value: Buildings: \$340,300
Land: \$184,800
Total: \$525,100

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in #13 Subdivision.
- The subject property is waterfront house – 4,080 SF + 832 SF detached garage.
- Property is valued as average condition built in 1986.

Basis of the Appeal:

- Unequal land valuation; house in need of repairs.

Concerns brought forth by the appellant:

- Land valued assessed higher per sf than other properties; house needs repairs.

Assessor comments:

- Recommended adjusting land value to reflect its smaller size in relation to surrounding waterfront lots. Based on the photos supplied the assessor agrees to adjust depreciation value of the house to reflect age and condition.

Recommendation:

- Adjust the 2023 Assessed Value of \$160,000 for the land, \$300,000 for the buildings, for a total assessed value of \$460,000.

Attachments:

- Photo of Subject property

- Email communication with property owner



mrenfro@apcoak.com

From: mrenfro@apcoak.com
Sent: Wednesday, April 12, 2023 3:12 PM
To: 'nohmer@hotmail.com'
Subject: appeal 2023-26 613 Sandy Beach Road

Nicholas,

We have received your appeal form stating your concerns regarding the value of your property. In accordance with your request, we have reviewed the record of your property for accuracy and equity.

I agree with you that your lot is one of the smallest waterfront lots on Sandy Beach Road. After review we recommend lowering your land value to \$160,000 to reflect it's smaller size in relation to surrounding waterfront lots.

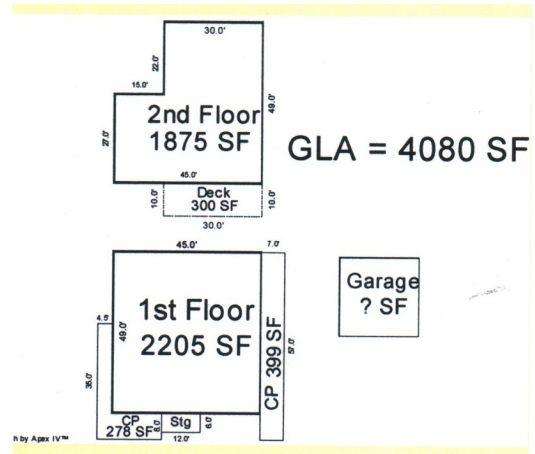
Based on the photos that you supplied we agree to adjust the depreciated value of the house to \$300,000 to reflect it's age and condition.

Appeal 2023-²⁶~~21~~ 613 Sandy Beach

Land \$160,000
Improvements \$300,000
Total \$460,000

Please respond to this email as to whether you agree or disagree to the adjusted valuation

Thank you,
Michael C. Renfro email: mrenfro@apcoak.com Phone 907-227-0807
Assessor
Petersburg Borough



CURRENT OWNER	Property Identification			
NICHOLAS E OHMER RACHEL M OHMER PO BOX 2013 PETERSBURG AK 99833-2013	Parcel	01-004-010	Us	R - Residential
	City		Property	Duplex
	Mobile Home		Service	S

Property Information							
Improvement	4,080 SF	Year Built	1986	Land	1	SF	
Basement		Effective Age		Zone	SF		
Garage	832 SF	Taxable	Fee Simple				

Legal Description							
Plat #	2021-8	Lot #	3AA	Block	0	Tract	
Doc #	2021-000540-0	Rec. District	Petersburg - 110				
Describe:						Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$184,800	\$340,300	\$525,100	\$0	\$525,100	Res +20%
2022	Partial	\$165,000	\$283,600	\$448,600	\$150,000	\$298,600	
2021	Partial	\$175,100	\$283,600	\$458,700	\$150,000	\$308,700	
2020	Fee Simple	\$175,100	\$283,600	\$458,700	\$0	\$458,700	Res +3%

NOTES							

LAND DETAIL

Market Neighborhood Site Area **8,926** SF Topo **Typical** Vegetatio **Typical**

Access **Public road** Frontage **Ft Road** View **Beneficial** Soil **Typical**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments **12000 SF - \$165000 Base**

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	1	SF x \$184,800.00		= \$184,800	Plat 2021-8 LK
		SF x		=	
		SF x		=	
		SF x		=	
Total	1	SF	Fee Value:	\$184,800	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$525,100/4,080 SF Indicates \$128.7 Value/SF GBA	Total Residential \$340,300
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement \$340,300
	Land & Site imp \$184,800
	Total Property Value \$525,100

RESIDENTIAL

Descriptio	Main House	Property	Duplex	Design	2 Story	Bedrooms	6	
Qualit	Q4 -	Plumbing	Fixtures -	Energy	Typical	Bathrooms	4	
						Other Rooms	6	
						Total Rooms	16	
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	1986
Exterior	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	
Foundatio	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	
Heat Fuel	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	
Heat Type	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums	Wood Stove \$2500						Total	\$2,500
Porches,	Deck 300SF Covered Porch 677SF						Total	\$15,926

Garage

Built-in SF Basement Garage SF Attached SF Detached 832 SF Carport SF Finished

Comments

Basement

Size Finished Size Describe

Description	Status	Area		Base Value		Unit Value	RCN	% Good	Net Value
2 Story Hous	Finished	4,080	SF	\$65.06	1.55	\$100.84	\$411,439	70%	\$288,008
Garage Detached	Finished	832	SF	\$33.21	1.55	\$51.48	\$42,828	70%	\$29,979
Storage	Finished	72	SF	\$49.63	1.55	\$76.93	\$5,539	70%	\$3,877
			SF						
			SF						

Additional Adjustment

Lump Sum Total

\$18,426

Main House Tota

\$340,300

Comments

Appeal 2023-37

Casey Knight

Parcel 01-011-378

606 Queen St

RECEIVED
MAR 30 2023
PETERSBURG BOROUGH

2023-37

Item 18E.

Petersburg Borough

Petition for Adjustment of Assesse

Real Property

Date Filed: 30 March '23

Ma. It's April 14th,
according to the
letter dated March 14th

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023** at 4:30pm. However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 01-011-378

1. I, CASEY KNIGHT, representing MYSELF, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

This is what I am appealing.

2023 Assessed Value:

Land \$ 54200 Building(s) \$ 259200 Total \$ 313400

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? SPRING OF 2013
- B. What was the full consideration/price? \$28000 - only appealing land value
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ no
- D. What do you consider the market value?
Land \$ 39000 Bldg \$ 259200 Total \$ 296200
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ land is not insured - n/a

3. There is an error or omission on the assessment of this property for the following reason(s):

see attachment - NEXT PAGE

[NOTE: PAST ASSESSMENTS THAT I REFERENCED ARE TRUE AND ACCURATE, & CAN BE READILY ACCESSED THRU THE BOROUGH, SO THEY ARE NOT ATTACHED TO THIS COMMUNICATION.]

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: CASEY KNIGHT Phone #: 807 650 7345
Email: caseyaknight@gmail.com
Sign here: [Signature] Date: 30 MARCH 2023

30 March 2023

To Whom It May Concern,

I am appealing the value that the assessor placed on the land of my land at 606 Queen Street on 14 March 2023. (Throughout this appeal, I refer to **land** values only.)

The previous 2021 assessment had the value for 606 Queen Street placed at \$33,000. I bought that land for \$28,000 in 2013. I also bought the adjacent land at 604 Queen Street in 2017 for \$28,000. This was a relatively fair assessment, as there is essentially no difference between the land at 604 Queen and 606 Queen. In 2021 the land at 604 Queen was assessed at \$28,000, and 606 Queen was assessed at \$33,000.

In February I received an assessment saying that the land at 606 Queen was worth \$37,000, while the land at 604 Queen is worth \$31,300.

I just received a **new** letter saying the assessor has “made some corrections to some properties”, and so he changed the assessment at 606 Queen in order to make my assessment more “fair and equitable”. (I find this statement galling, to say the least.) Now the assessor is saying that the land at 606 Queen is worth \$54,200, while the land at 604 Queen is still assessed at \$31,300. There are two reasons why I am appealing.

First, this is **excessive** and **improper**. It represents a 64.2% increase in the valuation of the land under my house. (The old assessment was \$33,000, the new assessment is \$54,200. The difference is \$21,200. And 21200 divided by 33000 is .642.) This is roughly **four times** the amount of the average increase throughout the Borough (it is stated in the assessment that the average increase is 15%). It is therefore excessive, and so, insofar as it is excessive, it is also improper.

Second, it creates **inequalities**, in two respects.

First, there is an **absolute inequality** between the property at 606 Queen and at 604 Queen. Both properties are the same size — 8800 square feet. They are on the same street. Both are muskeg lots. There is no significant difference whereby the assessor might say that the value of 606 Queen is somehow \$22,900 greater than the value of 604 Queen. All prior assessments had 606 Queen at about 118% the value of 604 Queen. This inequality is something that I objected to in past dealings with the assessor, but we came to an agreement.

Second, this creates an even further difference in the **relational value** (or the ratio) that has been established in past years between 604 and 606. As stated previously, the assessed value at 606 Queen has consistently been set at roughly 118% the value of 604 Queen. (In 2021, 604 Queen was \$28,000, and 606 Queen was \$33,000. So 606 Queen was roughly 118% of 604 Queen.) Now, however, the assessor has stated that the value of 606 Queen is 173% the value of 604 Queen. If we kept the ratios the same as they have been in prior years, where the valuation of 606 is set at 118% of 604, it should be \$36,890.

That's close enough to the \$37,000 that was on the original assessment for the land at 606 Queen that I received on 1 March 2023. I hereby submit that the assessment on my land at 606 Queen Street should be \$37,000, in accordance with my first 2023 assessment.

Sincerely,



Casey Knight
907-650-7345

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-37

Property Owner: Casey Knight

Account: 01-011-378

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value: Buildings: \$259,200
Land: \$54,200
Total: \$313,400

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Severson Addition Subdivision.
- The subject parcel is 8,800 SF.

Basis of the Appeal:

- Unequal land valuation.

Concerns brought forth by the appellant:

- The owner states that land is valued excessive; improper and unequal.

Assessor comments:

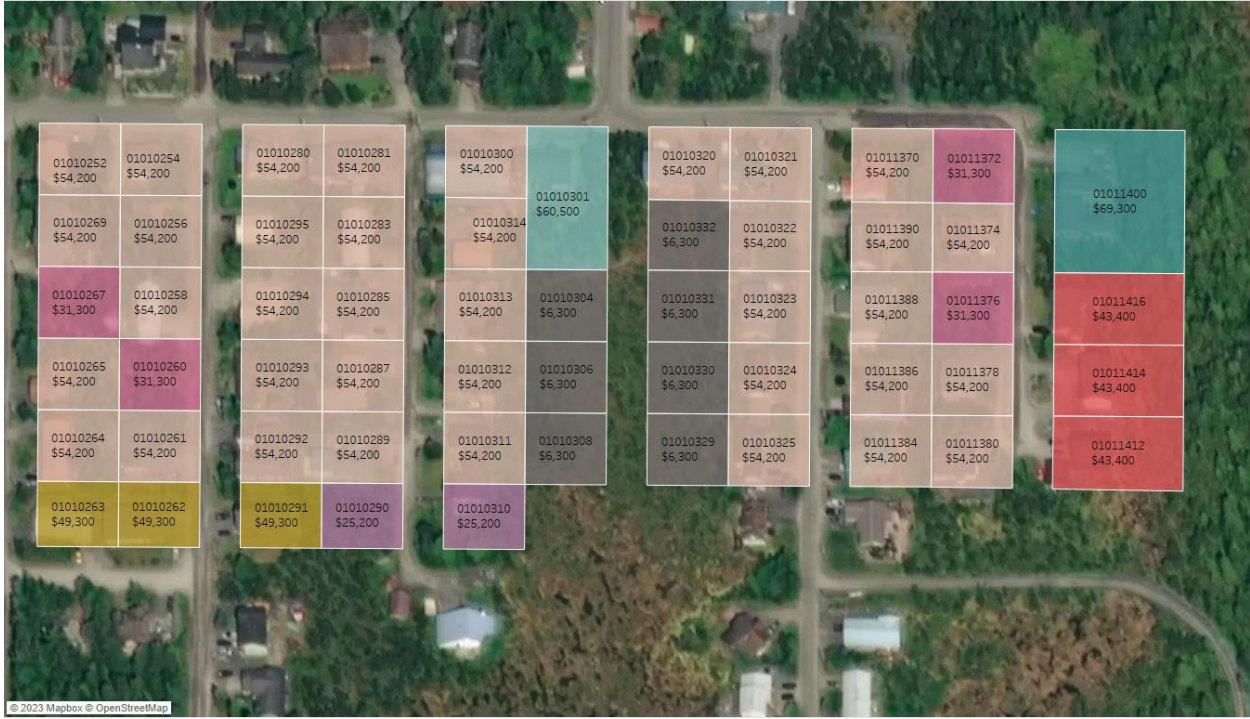
- While reviewing the appeal application, assessing staff noticed inconsistencies in land valuation in Severson Subdivision. Additional (7) – corrected assessment notices were mailed to property owners whose land values were valued unequal to similar parcels.

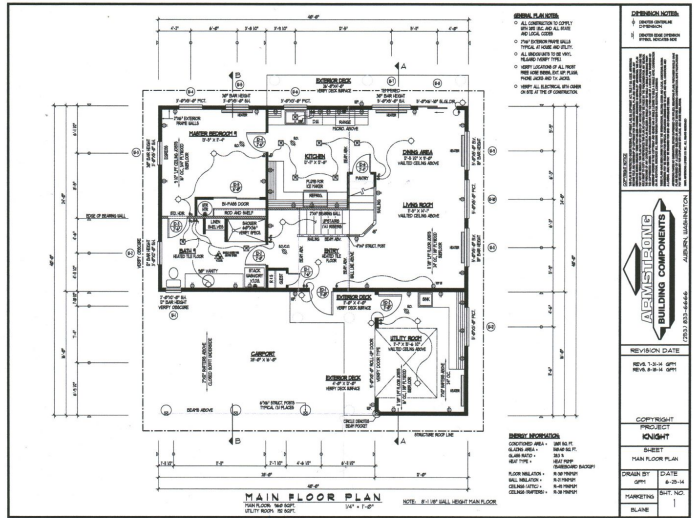
Recommendation:

- Uphold the 2023 Assessed Value of \$54,200 for the Land, \$259,200 for the buildings, for a total assessed value of \$313,400.

Attachments:

- Map of Severson Subdivision land values
- Supplemental Assessment Notices





CURRENT OWNER	Property Identification			
CASEY KNIGHT PO BOX 942 PETERSBURG AK 99833-0942	Parcel	01-011-378	Us	R - Residential
	City		Property	SFR
	Mobile Home		Service	S

Property Information							
Improvement	1,584 SF	Year Built	2016	Actual	Land	8,800	SF
Basement		Effective Age			Zone	SF	
Garage		Taxable	Fee Simple				

Legal Description							
Plat #	74-726	Lot #	7	Block	283	Tract	
Doc #	1974-000726-0		Rec. District	Petersburg - 110			
Describe:						Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$54,200	\$259,200	\$313,400	\$0	\$313,400	Res +20%
2022	Fee Simple	\$33,000	\$216,000	\$249,000	\$0	\$249,000	
2021	Fee Simple	\$33,000	\$216,000	\$249,000	\$0	\$249,000	
2020	Fee Simple	\$33,000	\$216,000	\$249,000	\$0	\$249,000	+3% Res

NOTES

3/14/2023 - Updated land value to be consistent with other subdivision lots. MO

LAND DETAIL

Market Neighborhood Site Area **8,800** SF Topo **Moderate** Vegetatio **Wooded**

Access **Public road** Frontage Ft Road View **Neutral** Soil **Buildable**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	8,800	SF x \$6.16		\$54,208	Appeal Resolution
		SF x		=	
		SF x		=	
		SF x		=	
		SF x		=	
Total	8,800	SF	Fee Value:	\$54,200	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$313,400/1,584 SF Indicates \$197.85 Value/SF GBA	Total Residential \$245,000
Income Value = NOI Ratio = NOI / =	Total Commercial Other \$14,200
Comments <input type="text"/>	Total Improvement \$259,200
	Land & Site imp \$54,200
	Total Property Value \$313,400

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	2 Story	Bedrooms		
Qualit	Q4 -	Plumbing	Typical	Energy	Extra	Bathrooms		
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Total Rooms	
Exterior	<input type="checkbox"/> Typical <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Other						Year Built	2016 Actual
Foundatio	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Effective age	
Heat Fuel	<input type="checkbox"/> Typical <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Total Life	60
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Condition	C4 -
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other						Effective age Status	
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums							Total	
Porches,	Deck 88SF Covered Porch 104SF						Total	\$8,345

Garage

Built-in SF Basement Garage SF Attached SF Detached SF Carport 448 SF Finished

Comments

Basement

Size Finished Size Describe

Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value
2 Story Hous	Finished	1,584 SF	\$92.14 1.55	\$142.82	\$226,222	100%	\$226,222
Carport	Finished	448 SF	\$15.01 1.55	\$23.27	\$10,423	100%	\$10,423
		SF					
		SF					
		SF					

Additional Adjustment

Lump Sum Total

\$8,345

Main House Tota

\$245,000

Comments SFR - First floor open to ceiling in living area creating a 1.5 stry.

OTHER IMPROVEMENTS

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value	
Shop		Typical	192	SF	\$74.028	\$14,213.376	100%	\$14,213	
Comments	16 x 12			Base	\$48	Factor	?	Age	Life



Martins Onskulis <monskulis@appraisalalaska.com>

01-010-313 - Property Appeal

2 messages

Martins Onskulis <monskulis@appraisalalaska.com>
To: "Haley4Family@gmail.com" <Haley4Family@gmail.com>

Sun, Apr 9, 2023 at 8:57 AM

Justin,

We have reviewed your appeal form stating your concerns regarding the value of your property (land) and the increase in the assessed value of the property. In accordance with your request, I have reviewed the record of your property for accuracy and equitability.

Please be advised that properties are assessed based upon the current market as required below: Alaska Statute 29.45.110 states that, "(a) The assessor shall assess property at its full and true value as of January 1 of the assessment year, except as provided in this section, AS 29.45.060, and 29.45.230. The full and true value is the estimated price that the property would bring in an open market and under the then prevailing market conditions in a sale between a willing seller and a willing buyer both conversant with the property and with prevailing general price levels".

In order to fulfill this mandate, this office gathers and analyzes sales information of all types of properties to determine the measures of central tendency for assessment purposes. In reviewing sales prices - over time the sales prices have increased. As this office is tasked with following market trends, the assessed value within the subject subdivision as well as neighboring subdivisions were updated to reflect the current market value.

I have attached supporting documents that show the land value adjustment for parcels that were valued unequally.

Valuation for your property is as follows:

Land \$54,200
Improvements \$150,900
Total \$205,100


Please let me know if you agree/disagree with the valuation.

Thank you,
Martins

--

Martins Onskulis, MBA
Appraisal Company of Alaska
341 W Tudor Rd, Suite 202
Anchorage, Alaska 99503
907.334.6312 (Office)
907.793.7713 (c)

2 attachments

 **letter to 3.14 supp.docx**
382K

 **2023 Supplementals 3.14.23 (1).pdf**
182K

Martins Onskulis <monskulis@appraisalalaska.com>
To: "Haley4Family@gmail.com" <Haley4Family@gmail.com>

Wed, Apr 12, 2023 at 10:09 AM

Good morning,

Wanted to follow up regarding my previous email. Let me know if you have any questions.

4/12/23, 3:41 PM

Appraisal Alaska Mail - 01-010-313 - Property Appeal

Item 18E.

Thank you,
Martins

[Quoted text hidden]



March 14, 2023

Dear Property Owner,

While handling appeals, the assessor noticed some inconsistencies in land values in your neighborhood. He has made corrections to some properties, yours included, in order to be fair and equitable. You have 30 days to appeal the new value.

If you have any questions, please feel free to call me at 772-5409

Kindly,

Shannon McCullough
Finance Clerk II - Property Tax
Petersburg Finance Department
smccullough@petersburgak.gov
(907)772-5409

Finance Department

PO Box 329 Petersburg, AK 99833 · Phone (907)772-4425 Fax (907)772-3759

www.petersburgak.gov · financeoffice@petersburgak.gov

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



SEVERSON MARK J
 SEVERSON KAREN L
 PO BOX 1502
 PETERSBURG, AK 99833-1502

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
705 ODIN ST	01-010-300	3/14/2023	4/14/2023

Property Information
Lot Size: 8800 SF; Lot: 1; BLK: 281; Subdivision: SEVERSON ADDITION; Plat#: 74-726; US Survey: USS 283; Section: 33; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$54,200	\$37,800	\$92,000
Adjustments			
Taxable Value	\$54,200	\$37,800	\$92,000

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



SEVERSON MARK J
 SEVERSON KAREN L
 PO BOX 1502
 PETERSBURG, AK 99833-1502

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
701 ODIN ST	01-010-301	3/14/2023	4/14/2023

Property Information
Lot Size: 17600 SF; Lot: 9A; BLK: 281; Subdivision: SEVERSON ADDITION; Plat#: 74-726; US Survey: USS 283; Section: 33; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$60,500	\$370,700	\$431,200
Adjustments SENIOR CITIZEN	-\$0	-\$150,000	-\$150,000
Taxable Value	\$60,500	\$220,700	\$281,200

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



SEVERSON GREGORY
 10769 CHARNOCK RD
 LOS ANGELES, CA 90034

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
608 SURF ST	01-010-308	3/14/2023	4/14/2023

Property Information
Lot Size: 8800 SF; Lot: 6; BLK: 281; Subdivision: SEVERSON ADDITION; Plat#: 74-726; US Survey: USS 283; Section: 33; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$6,300		\$6,300
Adjustments			
Taxable Value	\$6,300		\$6,300

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



MORRISON BARRY
 MORRISON MANDY
 PO BOX 495
 PETERSBURG, AK 99833-0495

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
611 TANGO ST	01-010-310	3/14/2023	4/14/2023

Property Information
Lot Size: 8000 SF; Lot: 1; BLK: 281A; Subdivision: RB; Plat#: 86-10; US Survey: USS 283; Section: 33; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$25,200		\$25,200
Adjustments			
Taxable Value	\$25,200		\$25,200

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



MORRISON BARRY
 MORRISON MANDY
 PO BOX 495
 PETERSBURG, AK 99833-0495

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
609 TANGO ST	01-010-311	3/14/2023	4/14/2023

Property Information
Lot Size: 8800 SF; Lot: 5; BLK: 281; Subdivision: SEVERSON ADDITION; Plat#: 74-726; US Survey: USS 283; Section: 33; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$54,200	\$253,200	\$307,400
Adjustments			
Taxable Value	\$54,200	\$253,200	\$307,400

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



KNIGHT CASEY
 PO BOX 942
 PETERSBURG, AK 99833-0942

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
606 QUEEN ST	01-011-378	3/14/2023	4/14/2023

Property Information
Lot Size: 8800 SF; Lot: 7; BLK: 283; Subdivision: SEVERSON ADDITION; Plat#: 74-726; US Survey: USS 283; Section: 34; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$54,200	\$259,200	\$313,400
Adjustments			
Taxable Value	\$54,200	\$259,200	\$313,400

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

2023 ASSESSMENT NOTICE

Supplemental

Item 18E.



MORAN TONY
 PO BOX 1191
 PETERSBURG, AK 99833-1191

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
606 UNIMAK ST	01-010-260	3/14/2023	4/14/2023

Property Information
Lot Size: 8800 SF; Lot: 7; BLK: 279; Subdivision: SEVERSON ADDITION; Plat#: 74-726; US Survey: USS 283; Section: 33; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$31,300		\$31,300
Adjustments			
Taxable Value	\$31,300		\$31,300

Appeal Deadline is April 14, 2023 by 4:30 PM for this Supplemental 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

Appeal 2023-38

Richard Wikan

Parcel 04-010-175

**Point Agassiz (Lot 20
Ramstead)**

RECEIVED
MAR 30 2023
PETERSBURG BOROUGH

2023-38 Item 18F.

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: 3-29-2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-175

1. I, Richard Wikan, representing Richard Wikan, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:
Land \$ 38,900 Building(s) \$ 0 Total \$ 38,900

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 12/21
- B. What was the full consideration/price? _____
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ 0
- D. What do you consider the market value?
Land \$ 28,000 Bldg \$ 0 Total \$ 28,000
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when No
- G. Have you had the property appraised in the past 2 years? \$ No
- H. How much is the property insured for? \$ 0

3. There is an error or omission on the assessment of this property for the following reason(s):
Tax went up 75% There are zero services over there, I paid up a bit because it borders family land. There are several lots that have been on the market for years.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.
Print Name: Richard Wikan Phone #: 907-518-1720
Email: ricketandjakob@gmail.com
Sign here: [Signature] Date: 3-29-2023

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-38

Property Owner: Richard Wikan

Account: 04-010-175

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value: Buildings: -
Land: \$38,900
Total: \$38,900

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- The subject parcel is 259,182 SF valued at \$0.15.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; no services; paid more for the land because it border family lots.

Assessor comments:

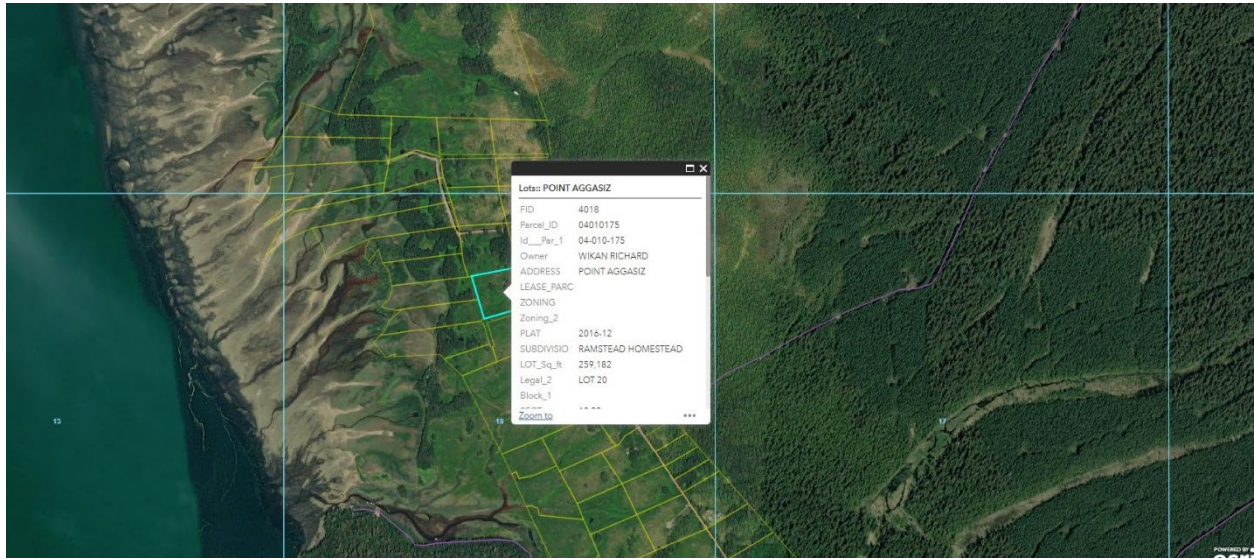
- Recommended no change on land valuation – see attached email.

Recommendation:

- Uphold the 2023 Assessed Value of \$38,900 for the land, for a total assessed value of \$38,900.

Attachments:

- Location of Subject property
- Email communication with property owner
- Recent Sales



04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18F. 0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800	149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00	92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450	59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00	84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00	51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	240 49.88%

mrenfro@appraisalalaska.com

From: mrenfro@appraisalalaska.com
Sent: Wednesday, April 12, 2023 4:15 PM
To: rickandjakob@gmail.com
Subject: Appeal 2023-38

Rick,

We have received your appeal form stating your concerns regarding the value of your property and the increase in the assessed value of the property. In accordance with your request, We have reviewed the record of your property for accuracy and equitability.

Please be advised that properties are assessed based upon the current market as required by Alaska Statute 29.45.110. In order to follow the requirements of title 29.45.110 this office gathers and analyzes sales information of all types of properties to determine the measures of central tendency for assessment purposes. In reviewing sales prices, over time the sale prices have increased.

I agree there are a number of listings for lots that have been on the market for a long time, 500 to 600 days or more. These lots are in the \$10,000 to \$27,900 per acre price range. Sales of lots in the area of your lot have been in the \$8,000 to \$12,787 per acre range. The assessed value of \$6550 per acre reflects your lots location and topography. It is valued similar to other lots in the area. We recommend no change in value.

Appeal 2023-38 Pt Aggasiz

Recommend No Change

Land \$38,900

Improvements 0

Total \$38,900

Please respond to this email if agree or disagree with the assessed value.

Thank you,

Michael C. Renfro email mrenfro@apcoak.com Phone 907-227-0807

Assessor

Petersburg Borough

Lots:: POINT AGGASIZ

FID	4018
Parcel_ID	04010175
Id__Par_1	04-010-175
Owner	WIKAN RICHARD
ADDRESS	POINT AGGASIZ
LEASE_PARC	
ZONING	
Zoning_2	
PLAT	2016-12
SUBDIVISIO	RAMSTEAD HOMESTEAD
LOT_Sq_ft	259,182
Legal_2	LOT 20
Block_1	
Zoom to	...



113 Point Agassiz Highway
 Petersburg, AK

\$59,800

0 Beds, **0** Bath

Lot **5.00** ac

Listing Office: Petersburg Properties, LLC
 MLS **20-14368**
926 Days on Market

105 Scow Bay Loop Road
 Petersburg, AK

\$165,000



MLS 22-1436
408 Days on Market

115 Schoolhouse Subdivision
Petersburg, AK

\$87,500

0 Beds, 0 Bath

Lot 3.00 ac

Listing Office: Anchor Properties

MLS 21-16964

502 Days on Market



179 Mirkof Highway
Petersburg, AK

\$68,500

0 Beds, 0 Bath

lot 43,560 sqft

Listing Office: Anchor Properties

MLS 21-15131

549 Days on Market



CURRENT OWNER	Property Identification			
RICHARD WIKAN PO BOX 1461 PETERSBURG AK 99833-1461	Parcel	04-010-175	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	259,182 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description											
Plat #	2016-12	Lot #	20	Block		Tract		Doc #	2016-000367-0	Rec. District	Petersburg - 110
Describe:										Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$38,900		\$38,900	\$0	\$38,900	
2022	Fee Simple	\$22,300		\$22,300	\$0	\$22,300	
2021	Fee Simple	\$22,300		\$22,300	\$0	\$22,300	
2020	Fee Simple	\$22,300		\$22,300	\$0	\$22,300	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **259,182 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	259,182	SF x \$0.15		= \$38,877	
		SF x		=	
		SF x		=	
		SF x		=	
Total	259,182	SF	Fee Value:	\$38,900	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By **Martins** Date Valued **10/22/2022**

VALUATION CHECK

The Total Fee Value

Income Value = NOI Ratio = NOI / =

Comments

FEE VALUE SUMMARY

Total Residential

Total Commercial

Other

Total Improvement

Land & Site imp \$38,900

Total Property Value \$38,900

Appeal 2023-49

Brandi Thynes

Parcel 01-002-351

1017 Valkyrie St

2023-49

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Value
Real Property

Date Filed: 3/31/23

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 01-002-351

1. I, Brandi Thynes, representing myself, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 74,100 Building(s) \$ 215,200 Total \$ 289,300

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? June 2015
- B. What was the full consideration/price? 285,000
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ no
- D. What do you consider the market value?
Land \$ 66,200 Bldg \$ 179,300 Total \$ 245,500
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when no
- G. Have you had the property appraised in the past 2 years? \$ yes (can't find appraiser)
- H. How much is the property insured for? \$ 397,200

3. There is an error or omission on the assessment of this property for the following reason(s):

This house was purchased only 7 years ago for 285K, The market and economy are headed down not up. The value of this house has not gone up 18%.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Brandi Thynes Phone #: (907) 518-4070

Email: brandi.r.thynes@yahoo.com

Sign here: Brandi Thynes Date: 3/31/23

For Assessor's Office Use:

Parcel Identification No. _____

Appeal No _____

Action by Assessor

Signed: _____ Date: _____

Petersburg Borough Contract Assessor

Adjusted 2023 Assessed Value:

Land\$ _____ Building\$ _____ Total\$ _____

I hereby accept reject the foregoing assessed valuation in the amount of \$ _____

Signed: _____ Date: _____

Petitioner

To: 2023 Board of Equalization
From: Michael C Renfro, Assessor
Martins Onskulis, Assessor
Re: Appeal 2023-49
Property Owner: Brandi Thynes
Account: 01-002-351
Date of Assessment: 1/1/2023
Hearing Date: 4/17/2023
2023 Assessed Value: Buildings: \$215,200
Land: \$74,100
Total: \$289,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located on 1017 Valkyrie St.
- The subject property is SFR – 2,148 SF + 720 SF Built-In Garage.
- Property is valued as average condition built in 1980 - estimated.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Property was purchased 7 years ago for \$285,000 – economy is not doing well; values decreasing.

Assessor comments:

- Recommended no change for the assessed value. Property owner did not provide any evidence that assessed value would be unequal; excessive; improper or undervalued assessment.

Recommendation:

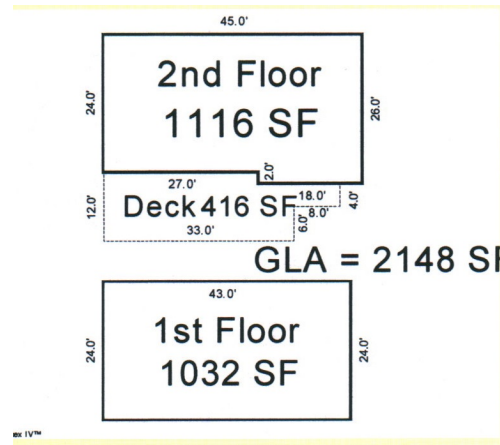
- Uphold the 2023 Assessed Value of \$74,100 for the land, \$215,200 for the buildings, for a total assessed value of \$289,300.

Attachments:

- Photo of Subject property



1017 Valkyrie St.



CURRENT OWNER

BRANDI R THYNES
 PO BOX 1038 PETERSBURG AK 99833-1038

Property Identification

Parcel	01-002-351	Us	R - Residential
City		Property	SFR
Mobile Home		Service	S

Property Information

Improvement	2,148 SF	Year Built	1980	Estimated	Land	14,700	SF
Basement		Effective Age			Zone	SF	
Garage	720 SF	Taxable	Fee Simple				

Legal Description

Plat # Lot # Block Tract Doc # Rec. District

Describe: Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$74,100	\$215,200	\$289,300	\$0	\$289,300	Res +20%
2022	Fee Simple	\$66,200	\$179,300	\$245,500	\$0	\$245,500	
2021	Fee Simple	\$66,200	\$179,300	\$245,500	\$0	\$245,500	
2020	Fee Simple	\$66,200	\$179,300	\$245,500	\$0	\$245,500	Res +3%

NOTES

LAND DETAIL

Market Neighborhood Site Area **14,700** SF Topo **Typical** Vegetatio **Typical**

Access **Public road** Frontage Ft View **Neutral** Soil **Typical**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	14,700	SF x \$5.04		= \$74,088	
		SF x		=	
		SF x		=	
		SF x		=	
Total	14,700	SF	Fee Value:	\$74,100	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$289,300/2,148 SF Indicates \$134.68 Value/SF GBA	Total Residential \$215,200
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement \$215,200
	Land & Site imp \$74,100
	Total Property Value \$289,300

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	2 Story	Bedrooms	4	
Qualit	Q4 -	Plumbing	Fixtures -	Energy	Typical	Bathrooms	1.5	
						Other Rooms	8	
						Total Rooms	13.5	
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	1980 Estimate
Exterior	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	
Foundatio	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	
Heat Fuel	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	
Heat Type	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums							Total	
Porches,	Deck 416SF						Total	\$5,671

Garage

Built-in 720 SF Basement Garage SF Attached SF Detached SF Carport SF Finished

Comments

Basement

Size Finished Size Describe

Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value
2 Story Hous	Finished	2,148 SF	\$91.11 1.55	\$141.22	\$303,342	63%	\$191,105
Garage Built-in	Finished	720 SF	\$26.18 1.55	\$40.58	\$29,217	63%	\$18,407
		SF					
		SF					
		SF					

Additional Adjustment

Lump Sum Total

\$5,671

Main House Tota

\$215,200

Comments

Appeal 2023-50

Brandi Thynes

Parcel 01-009-202

1309 S Nordic Dr

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Value
Real Property

Date Filed: 3/31/23

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 1-009-202

1. I, Brandi Thynes, representing myself, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 32,500 Building(s) \$ 163,300 Total \$ 195,800

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 9/2006
- B. What was the full consideration/price? 135,000
- C. Did this price include any furniture/ fixtures? If so, List approximate value\$ _____
- D. What do you consider the market value?
Land\$ _____ Bldg\$ _____ Total\$ _____
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ 240,000
- H. How much is the property insured for? \$ ~~525,000~~ 237,900

3. There is an error or omission on the assessment of this property for the following reason(s):
No improvements have been made. Need a lot of work. The current market, direction of economy and interest rates do not reflect an 18.6% increase of value.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Brandi Thynes Phone #: (907) 518-4070
Email: brandi.r.thynes@yahoo.com
Sign here: Brandi Thynes Date: 3/31/23

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-50

Property Owner: Brandi Thynes

Account: 01-009-202

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value: Buildings: \$163,300
Land: \$32,500
Total: \$195,800

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located on 1309 S Nordic Dr.
- The subject property is SFR – 1,093 SF.
- Property is valued as average condition built in 2006 - estimated.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- No improvements made – economy is not doing well; values decreasing.

Assessor comments:

- Recommended no change for the assessed value. Property owner did not provide any evidence that assessed value would be unequal; excessive; improper or undervalued assessment.

Recommendation:

- Uphold the 2023 Assessed Value of \$32,500 for the land, \$163,300 for the buildings, for a total assessed value of \$195,800.

Attachments:

- Photo of Subject property



1309 S. Nordic Dr.



CURRENT OWNER

BRANDI R THYNES
PO BOX 1038 PETERSBURG AK 99833-1038

Property Identification

Parcel	01-009-202	Us	R - Residential
City		Property	SFR
Mobile Home		Service	S

Property Information

Improvement	1,093 SF	Year Built	2006	Land	5,278 SF
Basement		Effective Age		Zone	SF
Garage		Taxable	Fee Simple		

Legal Description

Plat # Lot # **6** Block Tract Doc # Rec. District **Petersburg - 110**

Describe: Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$32,500	\$163,300	\$195,800	\$0	\$195,800	Res +20%
2022	Fee Simple	\$29,000	\$136,000	\$165,000	\$0	\$165,000	
2021	Fee Simple	\$29,000	\$136,000	\$165,000	\$0	\$165,000	
2020	Fee Simple	\$29,000	\$136,000	\$165,000	\$0	\$165,000	Res +3%

NOTES

LAND DETAIL

Market Neighborhood Site Area **5,278** SF Topo **Moderate** Vegetatio

Access **Public road** Frontage **Ft Road** View **Neutral** Soil **Buildable**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	5,278	SF x \$6.16		= \$32,512	
		SF x		=	
		SF x		=	
		SF x		=	
Total	5,278	SF	Fee Value:	\$32,500	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$195,800/1,093 SF Indicates \$179.14 Value/SF GBA	Total Residential \$163,300
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement \$163,300
	Land & Site imp \$32,500
	Total Property Value \$195,800

RESIDENTIAL																
Descriptio	Main House	Property	SFR	Design	1 Story	Bedrooms	2									
Qualit	Q4 -	Plumbing	Typical	Energy	Extra	Bathrooms	2									
						Other Rooms	1									
						Total Rooms	5									
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other															
Exterior	<input type="checkbox"/> Typical <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input checked="" type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input type="checkbox"/> Other															
Foundatio	<input type="checkbox"/> Typical <input type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input checked="" type="checkbox"/> Piling <input type="checkbox"/> Other															
Heat Fuel	<input type="checkbox"/> Typical <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other															
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other															
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other															
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other															
Extra Lump Sums							Total									
Porches,	Deck 104SF Covered Porch 128SF						Total	\$9,470								
Garage																
Built-in	<input type="checkbox"/>	SF	Basement Garage	<input type="checkbox"/>	SF	Attached	<input type="checkbox"/>	SF	Detached	<input type="checkbox"/>	SF	Carport	<input type="checkbox"/>	SF	Finished	<input type="checkbox"/>
Comments																
Basement																
Size		Finished Size		Describe												
Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value									
1 Story Hous	Finished	1,093	SF \$109.03	1.55	\$169.00	\$184,713	82%	\$151,465								
Covered Porch	Finished	27	SF \$67.50	1.55	\$104.63	\$2,825	82%	\$2,316								
			SF													
			SF													
			SF													
Additional Adjustment																
Lump Sum Total								\$9,470								
Main House						Tota	\$163,300									
Comments																

Appeal 2023-51

Brandi Thynes

Parcel 01-056-735

303 Mitkof Hwy A&B

RECEIVED

MAR 31 2023

PETERSBURG BOROUGH

2023-51

Item 181.

Petersburg Borough
Petition for Adjustment of Assessed Val
Real Property

Date Filed: 3/31/23

The deadline for filing an appeal with the Assessor is Thursday, March 31, 2023 at 4:30pm. However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor must be contacted during the 30-day appeal period.

Parcel Identification No 01-056-735

1. I, Brandi Thynes, representing myself, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 28,300 Building(s) \$ 201,000 Total \$ 229,300

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 10/2014
B. What was the full consideration/price? 215,000
C. Did this price include any furniture/ fixtures? If so, List approximate value \$ no
D. What do you consider the market value? Land \$ 25,300 Bldg \$ 167,400 Total \$ 192,700
E. Have you ever offered this property for sale in the past two years? Yes No
F. Have you ever received an offer? Price/when NO
G. Have you had the property appraised in the past 2 years? \$ NO
H. How much is the property insured for? \$ 495,800

3. There is an error or omission on the assessment of this property for the following reason(s):

This is an increase of 19% from last year. We are going into a recession with interest rates booming. There have been no improvements in the last several years. This year the largest construction company started building for their new location. This is not ideal for

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the residence's best of my knowledge.

Print Name: Brandi Thynes Phone #: (907) 518-4070

Email: brandi.r.thynes@yahoo.com

Sign here: Brandi Thynes Date: 3/31/23

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-51

Property Owner: Brandi Thynes

Account: 01-056-735

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value: Buildings: \$201,000
Land: \$28,300
Total: \$229,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located on 303 Mitkof Hwy.
- The subject property is SFR – 1,254 SF + 200 SF Detached Garage.
- Property is valued as average condition.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Property was purchased 8 years ago for \$215,000 – economy is not doing well; values decreasing.

Assessor comments:

- Recommended no change for the assessed value. Property owner did not provide any evidence that assessed value would be unequal; excessive; improper or undervalued assessment.

Recommendation:

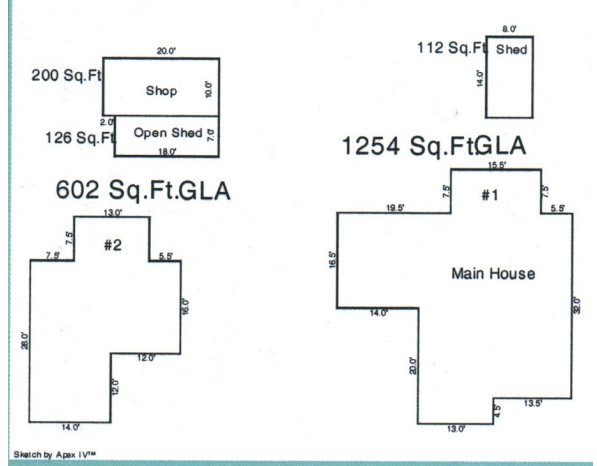
- Uphold the 2023 Assessed Value of \$28,300 for the land, \$201,000 for the buildings, for a total assessed value of \$229,300.

Attachments:

- Photo of Subject property



303A & 303B Mitkof H



CURRENT OWNER

BRANDI R THYNES
 PO BOX 1038 PETERSBURG AK 99833-1038

Property Identification

Parcel	01-056-735	Us	R - Residential
City		Property	SFR
Mobile Home		Service	S

Property Information

Improvement	1,254 SF	Year Built		Land	10,107	SF
Basement		Effective Age		Zone	I	
Garage	200 SF	Taxable	Fee Simple			

Legal Description

Plat # Lot # Block Tract Doc # Rec. District **Petersburg - 110**

Describe: Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$28,300	\$201,000	\$229,300	\$0	\$229,300	Res +20%
2022	Fee Simple	\$25,300	\$167,400	\$192,700	\$0	\$192,700	
2021	Fee Simple	\$27,000	\$167,400	\$194,400	\$0	\$194,400	
2020	Fee Simple	\$27,000	\$167,400	\$194,400	\$0	\$194,400	Res +3%

NOTES

LAND DETAIL

Market Neighborhood Site Area **10,107** SF Topo **Moderate** Vegetatio **Cleared**

Access **Public road** Frontage Ft View **Neutral** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	10,107	SF x \$2.80		= \$28,300	
		SF x		=	
		SF x		=	
		SF x		=	
Total	10,107	SF	Fee Value:	\$28,300	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$229,300/1,254 SF Indicates \$182.85 Value/SF GBA	Total Residential \$201,000
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement \$201,000
	Land & Site imp \$28,300
	Total Property Value \$229,300

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	1.5 Fin	Bedrooms		
Qualit	Q4 -	Plumbing		Energy		Bathrooms		
						Other Rooms		
						Total Rooms		
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	
Exterior	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	
Foundatio	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	
Heat Fuel	<input type="checkbox"/> Typical <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums	sheds 2 \$4100					Total	\$4,100	
Porches,	Covered Porch 64SF					Total	\$4,643	

Garage

Built-in SF Basement Garage SF Attached SF Detached 200 SF Carport SF Finished SF

Comments

Basement

Size Finished Size Describe

Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value
1.5 Fin Hous	Finished	1,254	SF \$97.11 1.55	\$150.52	\$188,753	?	\$177,239
Garage Detached	Finished	200	SF \$51.43 1.55	\$79.72	\$15,943	?	\$14,971
			SF				
			SF				
			SF				

Additional Adjustment

Lump Sum Total

\$8,743

Main House Tota

\$201,000

Comments

Appeal 2023-56

Phillip & Sandra Meeks

Parcel 04-010-120

**Point Agassiz (Lot 9
Ramstead)**

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

2023-56 Item 18J.

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: MARCH 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-120

1. I, PHILLIP E AND SANDRA R MEEKS, representing OURSELVES,
the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ \$70100. Building(s) \$ 0 Total \$ 70100.

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

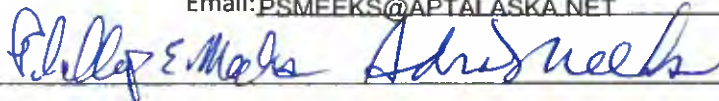
- A. What date was the property acquired? 2022
- B. What was the full consideration/price? 46,800
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ 0
- D. What do you consider the market value?
Land \$ 32200. Bldg \$ 0 Total \$ 32200.
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ NO

3. There is an error or omission on the assessment of this property for the following reason(s):
SEE ATTACHMENT

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: PHILLIP E MEEKS AND SANDRA R MEEKS Phone #: 907-518-1160

Email: PSMEEKS@APTALASKA.NET

Sign here:  Date: 3/31/2023

MARCH 31, 2023
PARCEL # 04-010-120: Lot #9

3. THERE IS AN ERROR OR OMISSION ON THE ASSESSMENT OF THIS PROPERTY FOR THE FOLLOWING REASONS:

116% INCREASE IN ACCESSED VALUE.

1. 10.73 ACRES- UPLAND 8.39, ACTUAL USABLE LAND NOT AFFECTED BY HIGH TIDES WILL LEAVE APPROXIMATELY 1.2 ACRES OF ACTUAL USABLE LAND.

THERE ARE 16-19 FOOT OR GREATER TIDES IN 2023 WHICH IS AN AVERAGE 4.5 FT ABOVE MEAN HIGH WATER.

2. THERE ARE NO BOROUGH SERVICES OR IMPROVEMENTS OF ANY KIND. FOREST SERVICE ACCESS ROAD TO PROPERTY WAS DECOMMISSIONED IN 1992 AND NOT MAINTAINED ANY LONGER AND SO THE BURDEN IS LEFT TO THE PROPERTY OWNERS.
3. PLOTTED ACCESS ROAD WAS PART OF THE PURCHASED PROPERTY VALUE PURCHASE.
4. BUROUGH ACCESS NOTICE STATES INCREASE OF 15% ON AVERAGE.
5. THIS IS A REMOTE PROPERTY WITH EXTREMELY LIMITED ACCESS DUE TO LOCATION.

THEREFORE WE HIGHLY CONTEST THE EXCESSIVE ASSEMENT VALUE.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-56

Property Owner: Phillip E; Sandra Meeks

Account: 04-010-120

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value: Buildings: -
Land: \$70,100
Total: \$70,100

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- The subject parcel is 467,399 SF valued at \$0.15.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; no services; no improvements.

Assessor comments:

- Recommended no change on land valuation as it is consistent with surrounding lots.

Recommendation:

- Uphold the 2023 Assessed Value of \$70,100 for the land, for a total assessed value of \$70,100.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18J.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	273	49.88%

Lots: MEEKS, PHILLIP E and MEEKS, SANDRA R 04-010-120

ID	04-010-120
Parcel_ID	04010120
OWNER	MEEKS, PHILLIP E and MEEKS, SANDRA R
ADDRESS	POINT AGGASIZ
ZONING	
Zoning_2	
LEASE PARCEL	
PLAT #	2016-12
PLAT	More info
DEED	More info
SUBDIVISION	RAMSTEAD HOMESTEAD
Zoom to	...

CURRENT OWNER	Property Identification			
SANDRA R MEEKS PHILLIP E MEEKS PO BOX 1514 PETERSBURG AK 99833-1514	Parcel	<input type="text" value="04-010-120"/>	Us	<input type="text" value="V - Vacant Land"/>
	City	<input type="text"/>	Building	<input type="text"/>
	Mobile Home	<input type="text"/>	Service	<input type="text" value="0"/>

Property Information					
Improvement	<input type="text"/>	Year Built	<input type="text"/>	Land	<input type="text" value="467,399"/> <input type="text" value="SF"/>
Basement	<input type="text"/>	Effective Age	<input type="text"/>	Zone	<input type="text"/>
Garage	<input type="text"/>	Taxable	<input type="text" value="Fee Simple"/>		

Legal Description											
Plat #	<input type="text" value="2016-12"/>	Lot #	<input type="text" value="9"/>	Block	<input type="text"/>	Tract	<input type="text"/>	Doc #	<input type="text" value="2016-000367-0"/>	Rec. District	<input type="text" value="Petersburg - 110"/>
Describe:	<input type="text"/>								Date recorded:	<input type="text"/>	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$70,100		\$70,100	\$0	\$70,100	
2022	Fee Simple	\$32,200		\$32,200	\$0	\$32,200	
2021	Fee Simple	\$32,200		\$32,200	\$0	\$32,200	
2020	Fee Simple	\$32,200		\$32,200	\$0	\$32,200	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **467,399 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	467,399	SF x \$0.15		= \$70,110	
		SF x		=	
		SF x		=	
		SF x		=	
Total	467,399	SF	Fee Value:	\$70,100	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By **Martins** Date Valued **10/22/2022**

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residenc
Income Value = NOI Ratio = NOI / =	Total Commercia
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$70,100
	Total Property Valu \$70,100

Appeal 2023-57

**Lenore Mathisen
Parcel 01-001-270
717 Wrangell Ave**

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Item 18K.

2023-57

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: 03/31/23

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 1000276.00 01-001-270

1. I, Lenore Mathisen, representing myself, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 81,200 Building(s) \$ 141,800 Total \$ 223,000

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? Inherited in 2001
- B. What was the full consideration/price? Did not buy
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ unknown
- D. What do you consider the market value?
Land \$ 81,200 Bldg \$ 118,200 Total \$ 199,400
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when No
- G. Have you had the property appraised in the past 2 years? \$ Appraised in 2013
- H. How much is the property insured for? \$ Replacement value 404,000
This includes removal of all structures on property

3. There is an error or omission on the assessment of this property for the following reason(s):

Property Tax raised by over 20%
Please see attached list of omissions
I will be south for cancer care on April 17th

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Lenore Mathisen Phone #: 907-518-1554
Email: lenore.Gaptalaska.net

prefer
call or
text

Sign here: Lenore Mathisen Date: 03/31/23

Home was built in 1947 by my father.
1 1/2 stories, 3 bed, 1 1/2 bath
He did some remodeling in the 1970's

House is not energy efficient
Many original windows, 1940's. Rest are 1970's.

House built on pilings on muskeg. It doesn't have a basement. It has skirting, no insulation, and mostly crawl space. You can only stand up in the front. More pilings need to be replaced.

Upper 1/2 story is half unfinished attic. It is not insulated. The chimney is floating and falling through house. It needs to be removed. Roof is leaking.

Kitchen is small and needs remodeling.

The front porch is cement that is cracked and splitting, needs to be replaced.

Garage has a dirt floor, one car, other half is storage.

House was appraised in 2013, by the bank, for \$185,000 - price includes property.

I will be 71 in April. Because family (brother) is living in the house, rent free, I have been paying full property tax even though only property I own. Brother will inherit.

To: 2023 Board of Equalization
From: Michael C Renfro, Assessor
Martins Onskulis, Assessor
Re: Appeal 2023-57
Property Owner: Lenore Mathisen
Account: 01-001-270
Date of Assessment: 1/1/2023
Hearing Date: 4/17/2023
2023 Assessed Value: Buildings: \$141,800
Land: \$81,200
Total: \$223,000

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in 717 Wrangell Ave
- The subject property is 1.5 story 2,171 SF + Attached Garage 425 Sf.

Basis of the Appeal:

- See attached appeal.

Concerns brought forth by the appellant:

- See attached appeal.

Assessor comments:

- Assessor is working on resolving property appeal.

Recommendation:

- Uphold the 2023 Assessed Value of \$81,200 for the land, \$141,800 for buildings, for a total assessed value of \$223,000. (Subject to change)

Attachments:

- Photo of property.





717 Wrangell Ave. Parcel# 1000276.00
 Property Type Residential

LEGAL [Show All](#)

S 1/2 24 & all 25
 Bk 80
 USS 1252

Owner Mathisen Lenore Energy
 MATHISEN KLARA B. Gar

CURRENT OWNER

LENORE MATHISEN
 PO BOX 1061 PETERSBURG AK 99833-1061

Property Identification

Parcel	01-001-270	Us	R - Residential
City		Property	SFR
Mobile Home		Service	S

Property Information

Improvement	2,171 SF	Year Built	1947	Land	11,250 SF
Basement		Effective Age		Zone	SF
Garage	425 SF	Taxable	Fee Simple		

Legal Description

Plat # 66-38 Lot # 25A Block 80 Tract Doc # 1966-000038-0 Rec. District Petersburg - 110

Describe: MLC 2013-000576-0 Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$81,200	\$141,800	\$223,000	\$0	\$223,000	Res +20%
2022	Fee Simple	\$72,500	\$118,200	\$190,700	\$0	\$190,700	
2021	Fee Simple	\$72,500	\$118,200	\$190,700	\$0	\$190,700	
2020	Fee Simple	\$72,500	\$118,200	\$190,700	\$0	\$190,700	Res +3%

NOTES

LAND DETAIL

Market Neighborhood Site Area **11,250** SF Topo **Typical** Vegetatio **Typical**

Access **Public road** Frontage Ft View **Beneficial** Soil **Typical**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	11,250	SF x \$7.22		= \$81,225	
		SF x		=	
		SF x		=	
		SF x		=	
Total	11,250	SF	Fee Value:	\$81,200	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$223,000/2,171 SF Indicates \$102.72 Value/SF GBA	Total Residential \$141,800
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement \$141,800
	Land & Site imp \$81,200
	Total Property Value \$223,000

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	1.5 Fin	Bedrooms	3	
Qualit	Q4 -	Plumbing	Fixtures -	Energy	Typical	Bathrooms	1.5	
						Other Rooms	3	
						Total Rooms	7.5	
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	1947
Exterior	<input type="checkbox"/> Typical <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Other						Effective age	
Foundatio	<input type="checkbox"/> Typical <input type="checkbox"/> Concrete Perim <input type="checkbox"/> Slab <input checked="" type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	
Heat Fuel	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	
Heat Type	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input checked="" type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums	Wood Stove \$1200					Total	\$1,200	
Porches,	Deck 88SF Covered Porch 50SF					Total	\$3,436	

Garage

Built-in SF Basement Garage SF Attached 425 SF Detached SF Carport SF Finished SF

Comments

Basement

Size Finished Size Describe

Description	Status	Area		Base Value		Unit Value	RCN	% Good	Net Value
1.5 Fin Hous	Finished	2,171	SF	\$90.70	1.55	\$140.59	\$305,210	42%	\$128,188
Garage Attached	Finished	425	SF	\$32.45	1.55	\$50.30	\$21,376	42%	\$8,978
			SF						
			SF						
			SF						

Additional Adjustment

Lump Sum Total

\$4,636

Main House Tota

\$141,800

Comments

Appeal 2023-58

John & Pam Jensen

Parcel 04-010-110

**Point Agassiz (Lot 7
Ramstead)**

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation..
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-110 Lot 7

1. I, John Jensen, Pam Jensen, representing John & Pam Jensen the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 37,700 Building(s) \$ _____ Total \$ 37,700

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 12/16/22
- B. What was the full consideration/price? 41,490
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 41,490 Bldg \$ _____ Total \$ 41,490
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen PAM JENSEN Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here: Pam Jensen Date: 3/29/23

March 29, 2023

Parcel #04-010-110; Lot #7

3. There is an error or omission on the assessment of this property for the following reasons.

118% increase in assessed value and is excessive.

1. 5.77 acres.
2. Property coverage – 65% by tides @ 17'+; a large slough and by storm surge.
3. Very limited saltwater access on tide flats.
4. The designated and platted access road was built in place in 2017; and was part of the sales agreement in selling all lots, and the road does not increase the value of the property. NO improvements have been made to the property.
5. There are no Petersburg Borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
6. Assessment notice states increase will be **15% on average**.
7. We do not agree with the **118% increase** of value placed on Lot 7. There is no justification or basis for such an increase.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

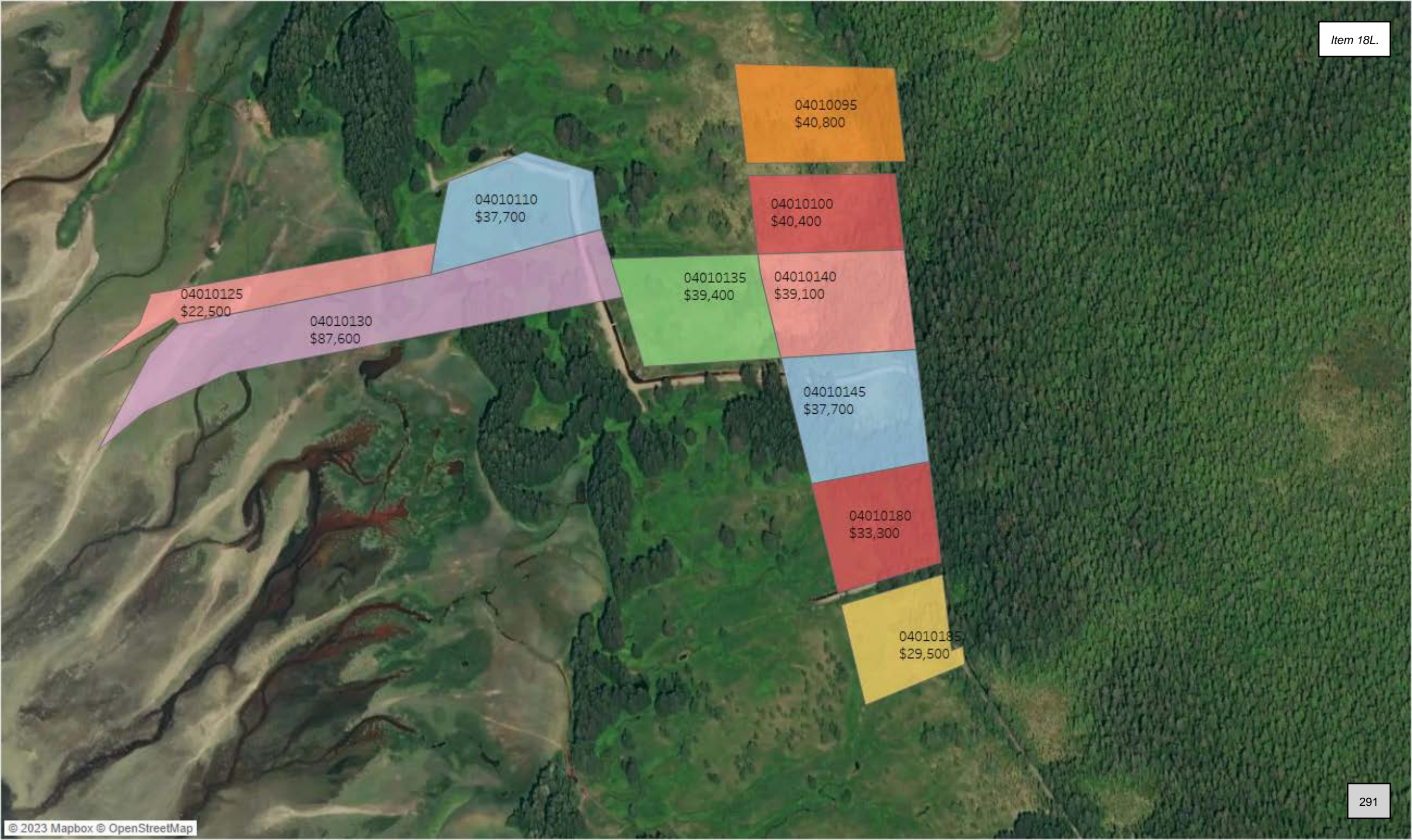
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18L.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	290	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JOHN JENSEN PAMELA JENSEN PO BOX 681 PETERSBURG AK 99833-0681	Parcel	<input type="text" value="04-010-110"/>	Us	<input type="text" value="V - Vacant Land"/>
	City	<input type="text"/>	Building	<input type="text"/>
	Mobile Home	<input type="text"/>	Service	<input type="text" value="0"/>

Property Information					
Improvement	<input type="text"/>	Year Built	<input type="text"/>	Land	<input type="text" value="251,341"/> <input type="text" value="SF"/>
Basement	<input type="text"/>	Effective Age	<input type="text"/>	Zone	<input type="text"/>
Garage	<input type="text"/>	Taxable	<input type="text" value="Fee Simple"/>		

Legal Description					
Plat #	<input type="text" value="2016-12"/>	Lot #	<input type="text" value="7"/>	Block	<input type="text"/>
Tract	<input type="text"/>	Doc #	<input type="text" value="2016-000367-0"/>		Rec. District
					<input type="text" value="Petersburg - 110"/>
Describe:	<input type="text"/>				Date recorded:
<input type="text"/>					

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$37,700		\$37,700	\$0	\$37,700	
2022	Fee Simple	\$17,300		\$17,300	\$0	\$17,300	
2021	Fee Simple	\$17,300		\$17,300	\$0	\$17,300	
2020	Fee Simple	\$17,300		\$17,300	\$0	\$17,300	

NOTES
<p>2/10/2023 - Land Value Review. MO</p>

LAND DETAIL

Market Neighborhood Site Area **251,341 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	251,341	SF x \$0.15		= \$37,701	
		SF x		=	
		SF x		=	
		SF x		=	
Total	251,341	SF	Fee Value:	\$37,700	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$37,700
	Total Property Value \$37,700

Appeal 2023-59

John & Pam Jensen

Parcel 04-010-125

**Point Agassiz (Lot 10
Ramstead)**

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-125 Lot 10

1. I, John Jensen, representing JHD Real Estate Investments & John Jensen, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 22,500 Building(s) \$ _____ Total \$ 22,500

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

A. What date was the property acquired? 12/16/2022

B. What was the full consideration/price? 5000.00

C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____

D. What do you consider the market value?
Land \$ 5000 Bldg \$ _____ Total \$ 5000

E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____

F. Have you ever received an offer? Price/when Yes, 5000

G. Have you had the property appraised in the past 2 years? \$ NO

H. How much is the property insured for? \$ —

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Pam Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here: Pam Jensen Date: 3/29/23

March 29, 2023

Parcel #04-010-125; Lot #10

3. There is an error or omission on the assessment of this property for the following reasons.

119% increase in assessed value and is excessive.

1. 3.44 acres: .62 – uplands; 2.82 – accreted-not buildable. *This property is set aside to provide a Public Easement - beach access for the JHD Real Estate Investment property owners. It is not for sale to the general public.*

2. Property coverage – all of the accreted land and a portion of the uplands is affected by tides @ 17'; and by storm surge.

3. An extension of a dedicated access road was built in place in 2022, to fulfill the obligation to provide access to the public. The access road was platted and was part of the sales agreement in selling Lots 8-11, it is not a private driveway.

4. No improvements have been made to the property, there are no Petersburg Borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. Assessment notice states increase will be **15% on average**.

5. We do not agree with the **119% increase** of value placed on Lot 10. There is no justification or basis for such an increase. Specifically, as Lot 10 was designated as a Public Easement for the properties of JHD Real Estate Investments LLC, no increase in assessed value is warranted.

6. In consideration of the adjacent property owners of Lots 11 & 9, all agreed that the width of the easement was much greater than necessary to accommodate a public access to the beach and tidelands. The modification of Lot 10 was intended to narrow the size and use of the access between the two private properties to help maintain privacy; and will be maintained as a buffer to the public access and is unavailable for free public use.

7. The larger portion of Lot 10 was sold to the owner of Lot 11 (John Jensen – JHD partner) for less than half of the original assessed value. Lot 10 is still a public access area, which is not a great selling point for the adjacent property owners. The easement deed is included for review.

A
L
A
S
K
A**2022-000427-0**Recording Dist: 110 - Petersburg
7/13/2022 12:47 PM Pages: 1 of 3

AFTER RECORDING, RETURN TO:

JHD REAL ESTATE INVESTMENTS, LLC
PO Box 681
Petersburg, AK 99833

EASEMENT DEED

The Grantor, **JHD REAL ESTATE INVESTMENTS, LLC** of PO Box 681, Petersburg, AK 99833 for and in consideration of ZERO DOLLARS (\$0.00) and NO TAXABLE CONSIDERATION, and other good and sufficient considerations, the receipt of which is hereby acknowledged, the undersigned Grantor hereby grants and conveys unto **DEREK THYNES and JENNIFER THYNES** of PO Box 1624, Petersburg, AK 99833, **SANDRA R. MEEKS and PHILLIP E. MEEKS** of PO BOX 1514, Petersburg, AK 99833, **DARBY MATTINGLY and NICHOLE MATTINGLY** of PO BOX 783, Petersburg, AK 99833, **ANDREW BENJAMIN THURSTON** of 1138 Westchester Drive, Tempe, AZ 85283, **RICHARD WIKAN** of PO BOX 1461, Petersburg, AK 99833, **SIGMUND K. BURRELL AND AMBRE R. BURRELL** of PO BOX 2070, Petersburg, AK 99833, **4 & 4 RENTALS, LLC** of PO BOX 1952, Petersburg, AK 99833, **DANIEL TUCKER and JESSICA SIMONE** of PO BOX 1327, Petersburg, AK 99833, **JESSE and CALLI WEST** of PO BOX 1786, Petersburg, AK 99833 and **JHD REAL ESTATE INVESTMENTS, LLC** of P.O. Box 681, Petersburg, AK 99833 the following described easement.

The land subject to this Easement is located in Petersburg Borough, Alaska and is more particularly designated as a Ten foot (10) Private Access Easement extending to the Mean High Water 14.5 Feet (MHW 14.5) feet on the Lot 10 side of the property line dividing Lots 9 and 10. Beginning at the northeast corner Lot 10 of Elderberry Road as set forth in a certain plat entitled Ramstead Homestead Subdivision Plat No. 2016-12, Records of the Petersburg Recording District, First Judicial District, State of Alaska.

Easement Use

This easement is for access purposes only. Motorized vehicles restricted to the hours between 8 a.m. and 8 p.m.

Exclusiveness of Easement

The easement rights and privileges granted by this easement are exclusive to the owners and or occupants of Lots 1 through 26, and the Grantors covenant not to convey any other easement or conflicting rights within the area covered by this easement deed.

Perpetuity of Easement

The substance of this easement deed is covenants that run with the land. That is, the covenants are intended to be binding on future owners and interest holders of the above-described properties that are served by the easement and through which the easement passes.

Dated this 12th day of July, ²⁰²² 2024.

GRANTOR: JHD REAL ESTATE INVESTMENTS, LLC

By: John E Jensen
John Jensen, Member

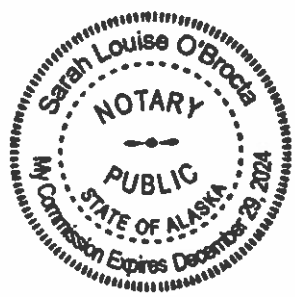
By: Pamela Jensen
Pamela Jensen, Member



NOTARY'S ACKNOWLEDGEMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT) SS.

The foregoing instrument was acknowledged before me this 12th day of ~~June~~^{July}, 2022, by John Jensen and Pamela Jensen.



Sarah Louise O'Brota
Notary Public in and for Alaska
My Commission
Expires: 12/29/24

ALASKA ESCROW & TITLE INSURANCE AGENCY, INC. IS RECORDING THIS DOCUMENT AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EFFECT, IF ANY, ON THE TITLE OF THE ESTATE HEREIN NOR HAS AN EXAMINATION BEEN MADE AS TO STATUS OF PROPERTY DESCRIBED HEREIN. DOCUMENT CONTENT IS BEING RECORDED AS PRESENTED AND NOT ALTERED IN ANY WAY.



To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

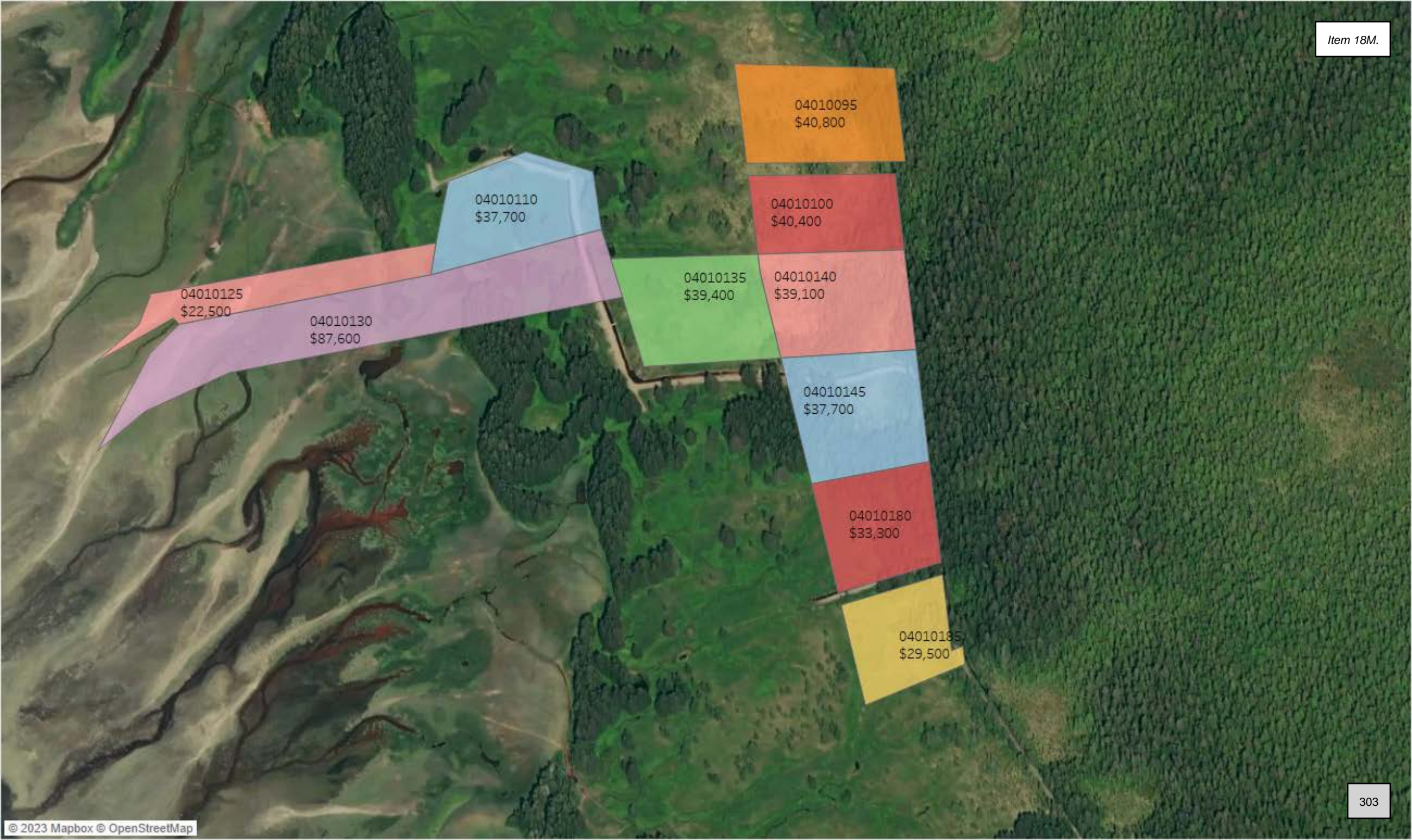
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18M.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	302	49.88%



04010125
\$22,500

04010110
\$37,700

04010130
\$87,600

04010135
\$39,400

04010100
\$40,400

04010140
\$39,100

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

04010095
\$40,800

CURRENT OWNER	Property Identification			
JOHN JENSEN PAMELA JENSEN PO BOX 681 PETERSBURG AK 99833-0681	Parcel	04-010-125	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	149,846 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description						
Plat #	2016-12	Lot #	10	Block		
		Tract		Doc #	2016-000367-0	
				Rec. District	Petersburg - 110	
Describe:					Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$22,500		\$22,500	\$0	\$22,500	
2022	Fee Simple	\$10,300		\$10,300	\$0	\$10,300	
2021	Fee Simple	\$10,300		\$10,300	\$0	\$10,300	
2020	Fee Simple	\$10,300		\$10,300	\$0	\$10,300	

NOTES
<p>2/10/2023 - Land Value Review. MO</p>

LAND DETAIL

Market Neighborhood Site Area **149,846 SF** Topo **Steep** Vegetatio

Access Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	149,846	SF x \$0.15		= \$22,477	
		SF x		=	
		SF x		=	
		SF x		=	
Total	149,846	SF	Fee Value:	\$22,500	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$22,500
	Total Property Value \$22,500

Appeal 2023-60

John & Pam Jensen

Parcel 04-010-130

**Point Agassiz (Lot 11
Ramstead)**

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-130 Lot 11

1. I, John Jensen, Pam Jensen, representing John & Pam Jensen, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 87,600 Building(s) \$ _____ Total \$ 87,600

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 12/16/22
- B. What was the full consideration/price? 73,300
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 73,300 Bldg \$ _____ Total \$ 73,300
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Pam JENSEN Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here: Pam Jensen Date: 3/29/23

March 29, 2023

Parcel #04-010-130; Lot #11

3. There is an error or omission on the assessment of this property for the following reasons.

118% increase in assessed value and is excessive.

1. 13.41 acres: 4.35 – uplands; 9.06 – accreted-not buildable.
2. Property coverage – 35% of uplands is affected by tides @ 17'+; a large slough, and by storm surge and not buildable.
3. Very limited saltwater access on tide flats.
4. The designated and platted access road was built in place in 2017 and a small extension in 2022, and was part of the sales agreement in selling Lots 8-11, it is not a private driveway; and the road does not increase the value of the property. Some trees have been cleared for safety, and to make way for a small cabin.
5. There are no Petersburg Borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
6. Assessment notice states increase will be **15% on average**.
7. We do not agree with the **118% increase** of value placed on Lot 11. There is no justification or basis for such an increase. Lot 11 was sold for \$73,300 which is 16.5% less than the new assessed value at \$87,600.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

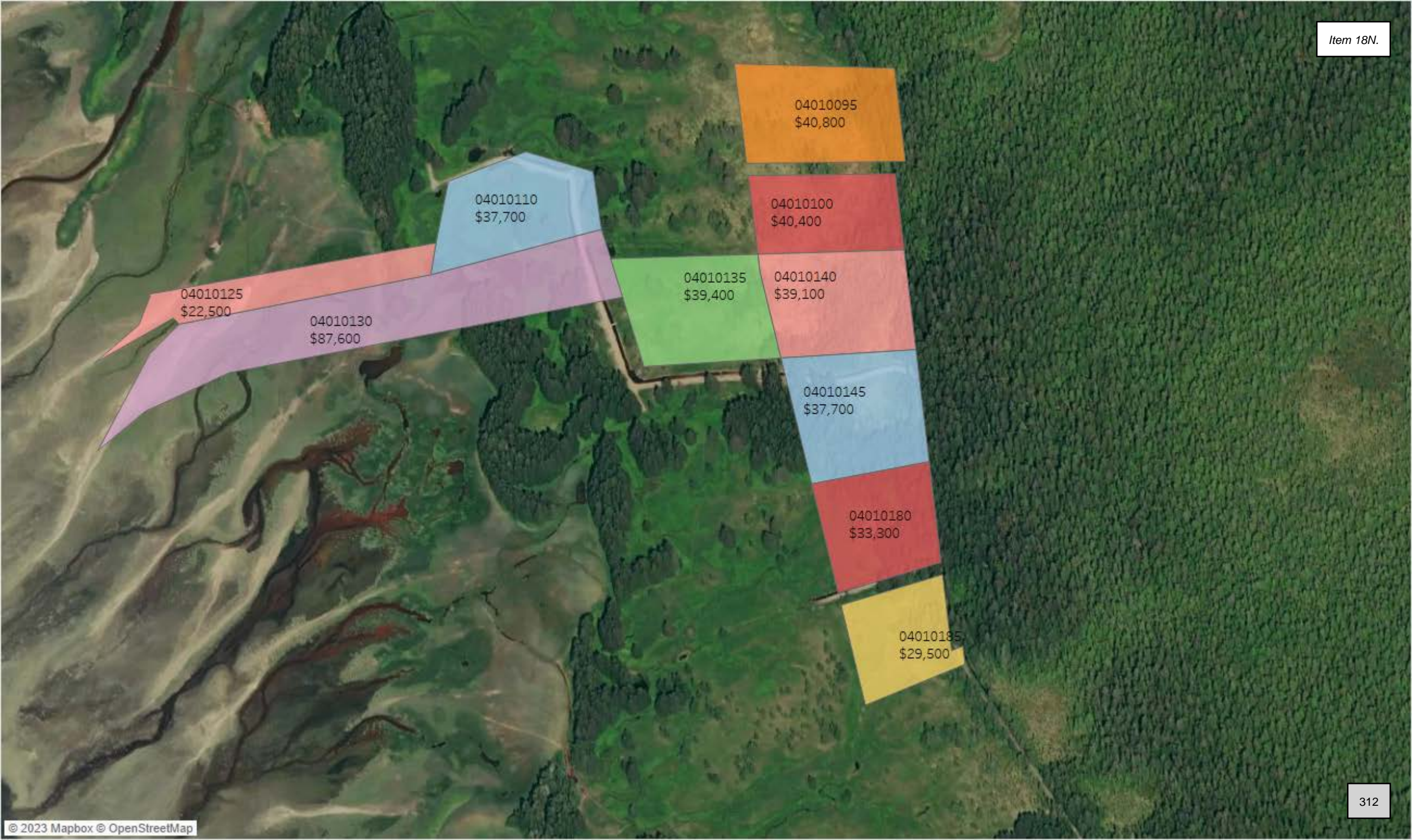
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18N.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	311	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JOHN JENSEN PAMELA JENSEN PO BOX 681 PETERSBURG AK 99833-0681	Parcel	04-010-130	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	584,140 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description						
Plat #	2016-12	Lot #	11	Block		
		Tract		Doc #	2016-000367-0	
				Rec. District	Petersburg - 110	
Describe:					Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$87,600		\$87,600	\$0	\$87,600	
2022	Fee Simple	\$40,200		\$40,200	\$0	\$40,200	
2021	Fee Simple	\$40,200		\$40,200	\$0	\$40,200	
2020	Fee Simple	\$40,200		\$40,200	\$0	\$40,200	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **584,140 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	584,140	SF	x \$0.15	= \$87,621	
		SF	x	=	
		SF	x	=	
		SF	x	=	
Total	584,140	SF	Fee Value:	\$87,600	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$87,600
	Total Property Value \$87,600

Appeal 2023-61

John & Pam Jensen

Parcel 04-010-135

**Point Agassiz (Lot 12
Ramstead)**

2023-61

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-135 Lot 12

1. I, John Jensen, Pam Jensen, representing John & Pam Jensen the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 39,400 Building(s) \$ _____ Total \$ 39,400

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 12/16/22
- B. What was the full consideration/price? 29,500
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 29,500 Bldg \$ _____ Total \$ 29,500
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? _____
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen PAM JENSEN Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here: Pam Jensen Date: 3/29/23

March 29, 2023

Parcel #04-010-135; Lot #12

3. There is an error or omission on the assessment of this property for the following reasons.

63.5% increase in assessed value.

1. 6.03 acres. Land locked.
2. The designated and platted access road was built in place in 2017; and was part of the sales agreement in selling all lots; the road does not increase the value of the property. NO improvements have been made to the property.
3. There are no Petersburg Borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very public limited interest.
4. Assessment notice states increase will be **15% on average**. 63.5% is excessive.
5. We do not agree with the **63.5% increase** of value placed on Lot 12. There is no justification or basis for such an increase. Lot 12 was sold for \$29,500 which is 25.5% less than the new assessed value at \$39,100.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

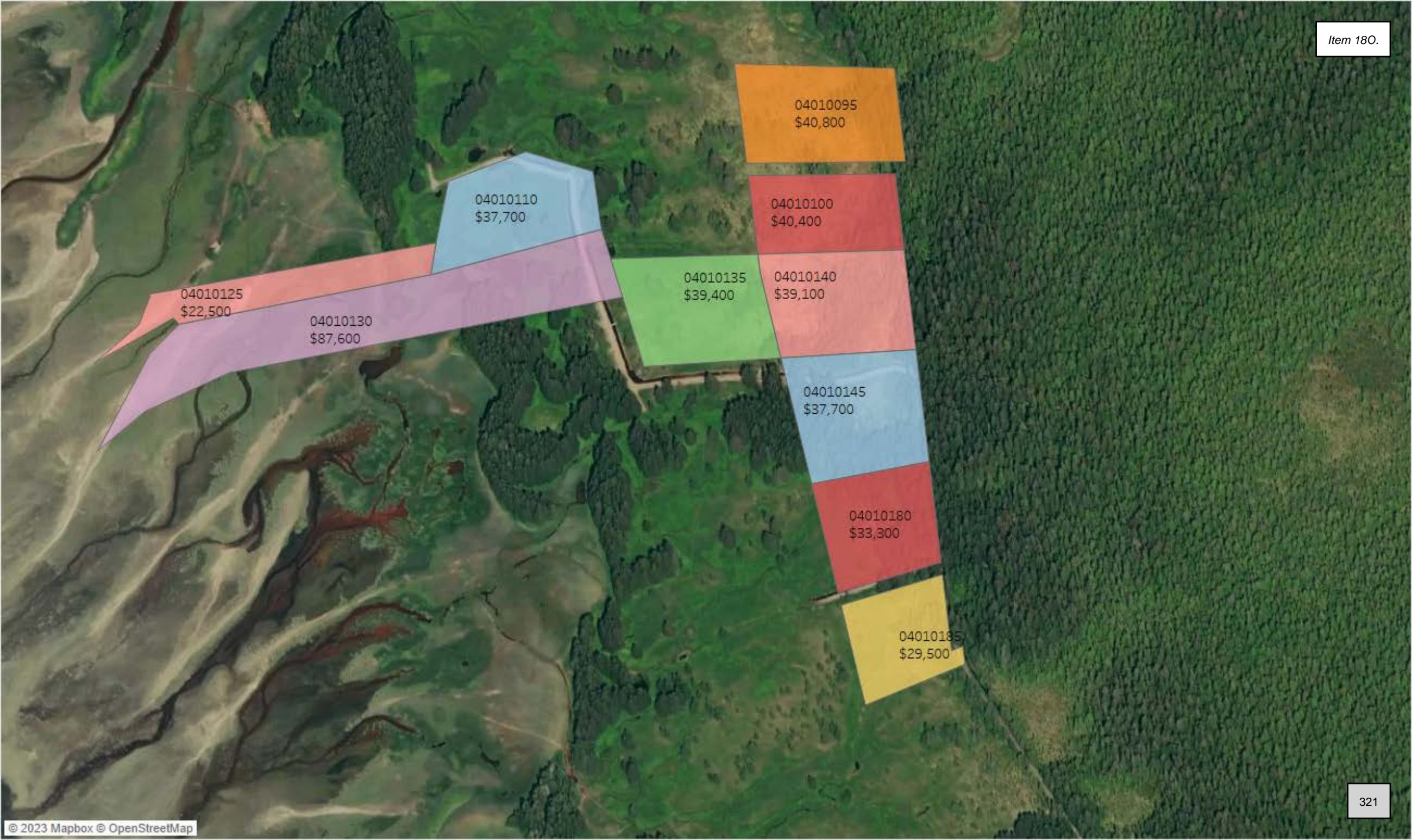
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 180.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	320	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JOHN JENSEN PAMELA JENSEN PO BOX 681 PETERSBURG AK 99833-0681	Parcel	04-010-135	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	262,667 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description						
Plat #	2016-12	Lot #	12	Block		
		Tract		Doc #	2016-000367-0	
				Rec. District	Petersburg - 110	
Describe:					Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$39,400		\$39,400	\$0	\$39,400	
2022	Fee Simple	\$24,100		\$24,100	\$0	\$24,100	
2021	Fee Simple	\$24,100		\$24,100	\$0	\$24,100	
2020	Fee Simple	\$24,100		\$24,100	\$0	\$24,100	

NOTES
<p>2/10/2023 - Land Value Review. MO</p>

LAND DETAIL

Market Neighborhood Site Area **262,667 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	262,667	SF x \$0.15		= \$39,400	
		SF x		=	
		SF x		=	
		SF x		=	
Total	262,667	SF	Fee Value:	\$39,400	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residenc
Income Value = NOI Ratio = NOI / =	Total Commercia
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$39,400
	Total Property Valu \$39,400

Appeal 2023-62

**JHD Real Estate - John
Jensen**

Parcel 04-010-095

**Point Agassiz (Lot 4
Ramstead)**

2023-62

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-095 Lot 4

1. I, John Jensen, Pam Jensen, George Doyle, representing JHD Real Estate Investments LLC, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 40,800 Building(s) \$ _____ Total \$ 40,800

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? February 2015
- B. What was the full consideration/price? 15,800
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 61,320 Bldg \$ _____ Total \$ 61,320
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties 61,320
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here:  Date: 3/29/23

March 29, 2023

Parcel #04-010-095; Lot #4

3. There is an error or omission on the assessment of this property for the following reasons.

27% increase in assessed value and is excessive.

1. 6.32 acres.
2. 65% property is boggy.
3. Limited road access; roadway was decommissioned by the US Forest Service-1992.
4. No improvements have been made to the property, there are no borough services, this is remote recreational property and should not be on par with properties in Petersburg, for valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
5. Assessment notice states increase will be **15% on average**.
6. This property on the main road has been for sale since 2017.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185	– Land	\$29,500
04-010-110	– Land	\$37,700
04-010-125	– Land	\$22,500
04-010-130	– Land	\$87,600
04-010-135	– Land	\$39,400
04-010-095	– Land	\$40,800
04-010-100	– Land	\$40,400
04-010-140	– Land	\$39,100
04-010-145	– Land	\$37,700
04-010-180	– Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

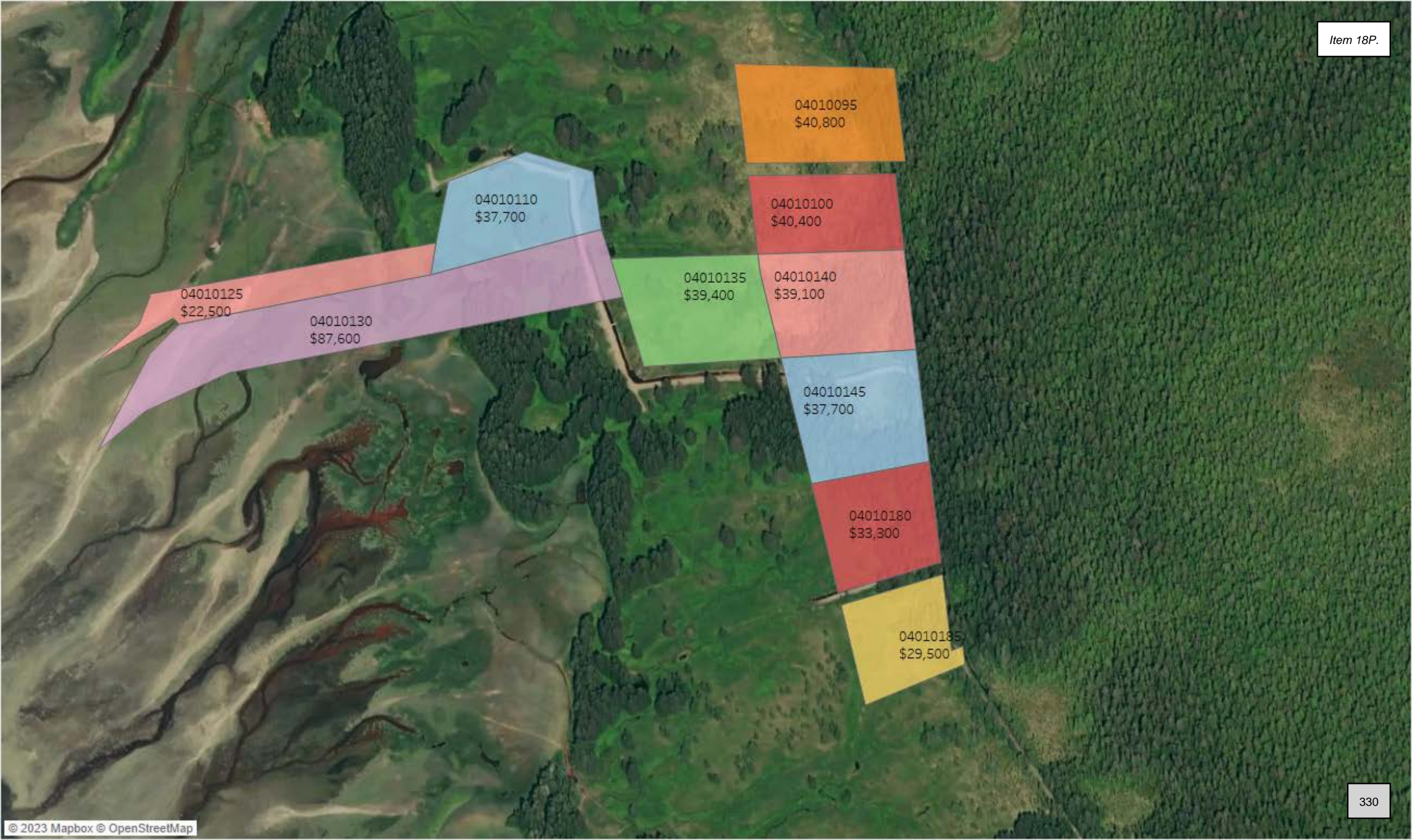
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18P.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	329	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JHD REAL ESTATE INVESTMENTS LLC PO BOX 681 PETERSBURG AK 99833-0681	Parcel	<input type="text" value="04-010-095"/>	Us	<input type="text" value="V - Vacant Land"/>
	City	<input type="text"/>	Building	<input type="text"/>
	Mobile Home	<input type="text"/>	Service	<input type="text" value="0"/>

Property Information					
Improvement	<input type="text"/>	Year Built	<input type="text"/>	Land	<input type="text" value="272,299"/> <input type="text" value="SF"/>
Basement	<input type="text"/>	Effective Age	<input type="text"/>	Zone	<input type="text"/>
Garage	<input type="text"/>	Taxable	<input type="text" value="Fee Simple"/>		

Legal Description											
Plat #	<input type="text" value="2016-12"/>	Lot #	<input type="text" value="4"/>	Block	<input type="text"/>	Tract	<input type="text"/>	Doc #	<input type="text" value="2016-000367-0"/>	Rec. District	<input type="text" value="Petersburg - 110"/>
Describe:	<input type="text"/>									Date recorded:	<input type="text"/>

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$40,800		\$40,800	\$0	\$40,800	
2022	Fee Simple	\$32,200		\$32,200	\$0	\$32,200	
2021	Fee Simple	\$32,200		\$32,200	\$0	\$32,200	
2020	Fee Simple	\$32,200		\$32,200	\$0	\$32,200	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **272,299 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	272,299	SF x \$0.15		= \$40,845	
		SF x		=	
		SF x		=	
		SF x		=	
Total	272,299	SF	Fee Value:	\$40,800	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$40,800
	Total Property Value \$40,800

Appeal 2023-63

**JHD Real Estate - John
Jensen**

Parcel 04-010-100

**Point Agassiz (Lot 5
Ramstead)**

2023-63

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-100 Lot 5

1. I, John Jensen, Pam Jensen, George Doyle, representing JHD Real Estate Investments LLC, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 40,400 Building(s) \$ _____ Total \$ 40,400

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? February 2015
- B. What was the full consideration/price? 15,450
- C. Did this price include any furniture/ fixtures? If so, List approximate value\$ _____
- D. What do you consider the market value?
Land\$ 60,800 Bldg\$ _____ Total\$ 60,800
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties 60,800
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here:  Date: 3/29/23

March 29, 2023

Parcel #04-010-100; Lot #5

3. There is an error or omission on the assessment of this property for the following reasons.

28% increase in assessed value and is excessive.

1. 6.18 acres.
2. 70% property is boggy; some beaver dam activity.
3. Limited road access; roadway was decommissioned by the US Forest Service-1992.
4. No improvements have been made to the property, there are no borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
5. Assessment notice states increase will be **15% on average**.
6. The property on the main road has been for sale since 2017.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18Q.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	338	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JHD REAL ESTATE INVESTMENTS LLC PO BOX 681 PETERSBURG AK 99833-0681	Parcel	<input type="text" value="04-010-100"/>	Us	<input type="text" value="V - Vacant Land"/>
	City	<input type="text"/>	Building	<input type="text"/>
	Mobile Home	<input type="text"/>	Service	<input type="text" value="0"/>

Property Information					
Improvement	<input type="text"/>	Year Built	<input type="text"/>	Land	<input type="text" value="269,200"/> <input type="text" value="SF"/>
Basement	<input type="text"/>	Effective Age	<input type="text"/>	Zone	<input type="text"/>
Garage	<input type="text"/>	Taxable	<input type="text" value="Fee Simple"/>		

Legal Description					
Plat #	<input type="text" value="2016-12"/>	Lot #	<input type="text" value="5"/>	Block	<input type="text"/>
Tract	<input type="text"/>	Doc #	<input type="text" value="2016-000367-0"/>		Rec. District
					<input type="text" value="Petersburg - 110"/>
Describe:	<input type="text"/>				Date recorded:
<input type="text"/>					

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$40,400		\$40,400	\$0	\$40,400	
2022	Fee Simple	\$31,500		\$31,500	\$0	\$31,500	
2021	Fee Simple	\$31,500		\$31,500	\$0	\$31,500	
2020	Fee Simple	\$31,500		\$31,500	\$0	\$31,500	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **269,200 SF** Topo **Level** Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	269,200	SF x \$0.15		= \$40,380	
		SF x		=	
		SF x		=	
		SF x		=	
Total	269,200	SF	Fee Value:	\$40,400	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$40,400
	Total Property Value \$40,400

Appeal 2023-64

**JHD Real Estate - John
Jensen**

Parcel 04-010-140

**Point Agassiz (Lot 13
Ramstead)**

2023-64

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-140 Lot 13

1. I, John Jensen, George Doyle, or Pam Jensen, representing JHD Real Estate Investments LLC, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 39,100 Building(s) \$ _____ Total \$ 39,100

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? February 2015
- B. What was the full consideration/price? 14,950
- C. Did this price include any furniture/ fixtures? If so, List approximate value\$ _____
- D. What do you consider the market value?
Land\$ 57,100 Bldg\$ _____ Total\$ 57,100
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties - 57,100
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here:  Date: 3/29/23

March 29, 2023

Parcel #04-010-140; Lot #13

3. There is an error or omission on the assessment of this property for the following reasons.

28.5% increase in assessed value.

1. 5.98 acres.
2. 70% property is boggy.
3. Limited road access; roadway was decommissioned by the US Forest Service-1992.
4. No improvements have been made to the property, there are no borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
5. Assessment notice states increase will be **15% on average**, 28.5% is excessive.
6. This property on the main road has been for sale since 2017.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18R.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	347	49.88%



CURRENT OWNER	Property Identification			
JHD REAL ESTATE INVESTMENTS LLC PO BOX 681 PETERSBURG AK 99833-0681	Parcel	<input type="text" value="04-010-140"/>	Us	<input type="text" value="V - Vacant Land"/>
	City	<input type="text"/>	Building	<input type="text"/>
	Mobile Home	<input type="text"/>	Service	<input type="text" value="0"/>

Property Information					
Improvement	<input type="text"/>	Year Built	<input type="text"/>	Land	<input type="text" value="260,489"/> <input type="text" value="SF"/>
Basement	<input type="text"/>	Effective Age	<input type="text"/>	Zone	<input type="text"/>
Garage	<input type="text"/>	Taxable	<input type="text" value="Fee Simple"/>		

Legal Description					
Plat #	<input type="text" value="2016-12"/>	Lot #	<input type="text" value="13"/>	Block	<input type="text"/>
Tract	<input type="text"/>	Doc #	<input type="text" value="2016-000367-0"/>		Rec. District
					<input type="text" value="Petersburg - 110"/>
Describe:	<input type="text"/>				Date recorded:
<input type="text"/>					

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$39,100		\$39,100	\$0	\$39,100	
2022	Fee Simple	\$30,500		\$30,500	\$0	\$30,500	
2021	Fee Simple	\$30,500		\$30,500	\$0	\$30,500	
2020	Fee Simple	\$30,500		\$30,500	\$0	\$30,500	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **260,489 SF** Topo Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	260,489	SF x \$0.15		= \$39,073	
		SF x		=	
		SF x		=	
		SF x		=	
		SF x		=	
Total	260,489	SF	Fee Value:	\$39,100	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residenc
Income Value = NOI Ratio = NOI / =	Total Commercia
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$39,100
	Total Property Valu \$39,100

Appeal 2023-65

**JHD Real Estate - John
Jensen**

Parcel 04-010-145

**Point Agassiz (Lot 14
Ramstead)**

2023-65

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-145 Lot 14

1. I, John Jensen, George Doyle, or Pam Jensen, representing JHD Real Estate Investments LLC, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 37,700 Building(s) \$ _____ Total \$ 37,700

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? February 2015
- B. What was the full consideration/price? 14,425
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 68,240 Bldg \$ _____ Total \$ 68,240
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties 68,240
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here:  Date: 3/29/23

March 29, 2023

Parcel #04-010-145; Lot #14

3. There is an error or omission on the assessment of this property for the following reasons.
28.5% increase in assessed value.

1. 5.77 acres.
2. 30% property is boggy.
3. Limited road access; roadway was decommissioned by the US Forest Service-1992.
4. No improvements have been made to the property, there are no borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
5. Assessment notice states increase will be **15% on average**, 28.5% is excessive.
6. This property on the main road has been for sale since 2017.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

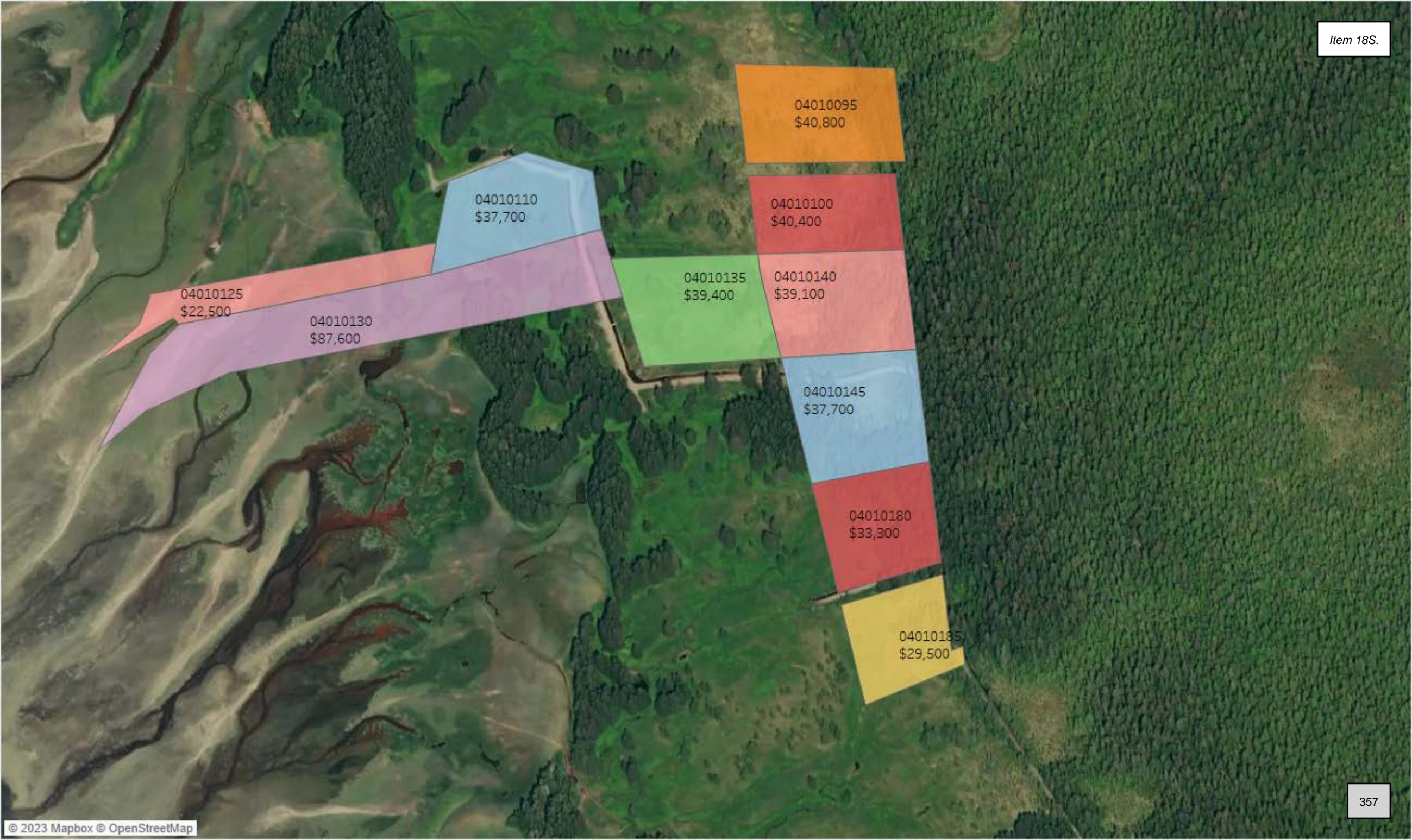
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18S.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	356	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JHD REAL ESTATE INVESTMENTS LLC PO BOX 681 PETERSBURG AK 99833-0681	Parcel	04-010-145	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	251,341 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description						
Plat #	2016-12	Lot #	14	Block		
Tract		Doc #	2016-000367-0	Rec. District	Petersburg - 110	
Describe:					Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$37,700		\$37,700	\$0	\$37,700	
2022	Fee Simple	\$29,400		\$29,400	\$0	\$29,400	
2021	Fee Simple	\$29,400		\$29,400	\$0	\$29,400	
2020	Fee Simple	\$29,400		\$29,400	\$0	\$29,400	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **251,341 SF** Topo Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	251,341	SF x \$0.15		= \$37,701	
		SF x		=	
		SF x		=	
		SF x		=	
Total	251,341	SF	Fee Value:	\$37,700	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$37,700
	Total Property Value \$37,700

Appeal 2023-66

**JHD Real Estate - John
Jensen**

Parcel 04-010-180

**Point Agassiz (Lot 21
Ramstead)**

2023-66

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-180 Lot 21

1. I, John Jensen, George Doyle, or Pam Jensen, representing JHD Real Estate Investments LLC, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 33,300 Building(s) \$ _____ Total \$ 33,300

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? February 2015
- B. What was the full consideration/price? 12,725.
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 57,950 Bldg \$ _____ Total \$ 57,950
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties 57950
- F. Have you ever received an offer? Price/when 57,950 - sale not completed. ND SALE
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here:  Date: 3/29/23

March 29, 2023

Parcel #04-010-180; Lot #21

3. There is an error or omission on the assessment of this property for the following reasons.

28% increase in assessed value.

1. 5.09 acres.
2. 25% of property is boggy.
3. Limited road access; roadway was decommissioned by the US Forest Service-1992.
4. No improvements have been made to the property, there are no borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
5. Assessment notice states increase will be **15% on average**, 28% is excessive.
6. This property on the main road has been for sale since 2017.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

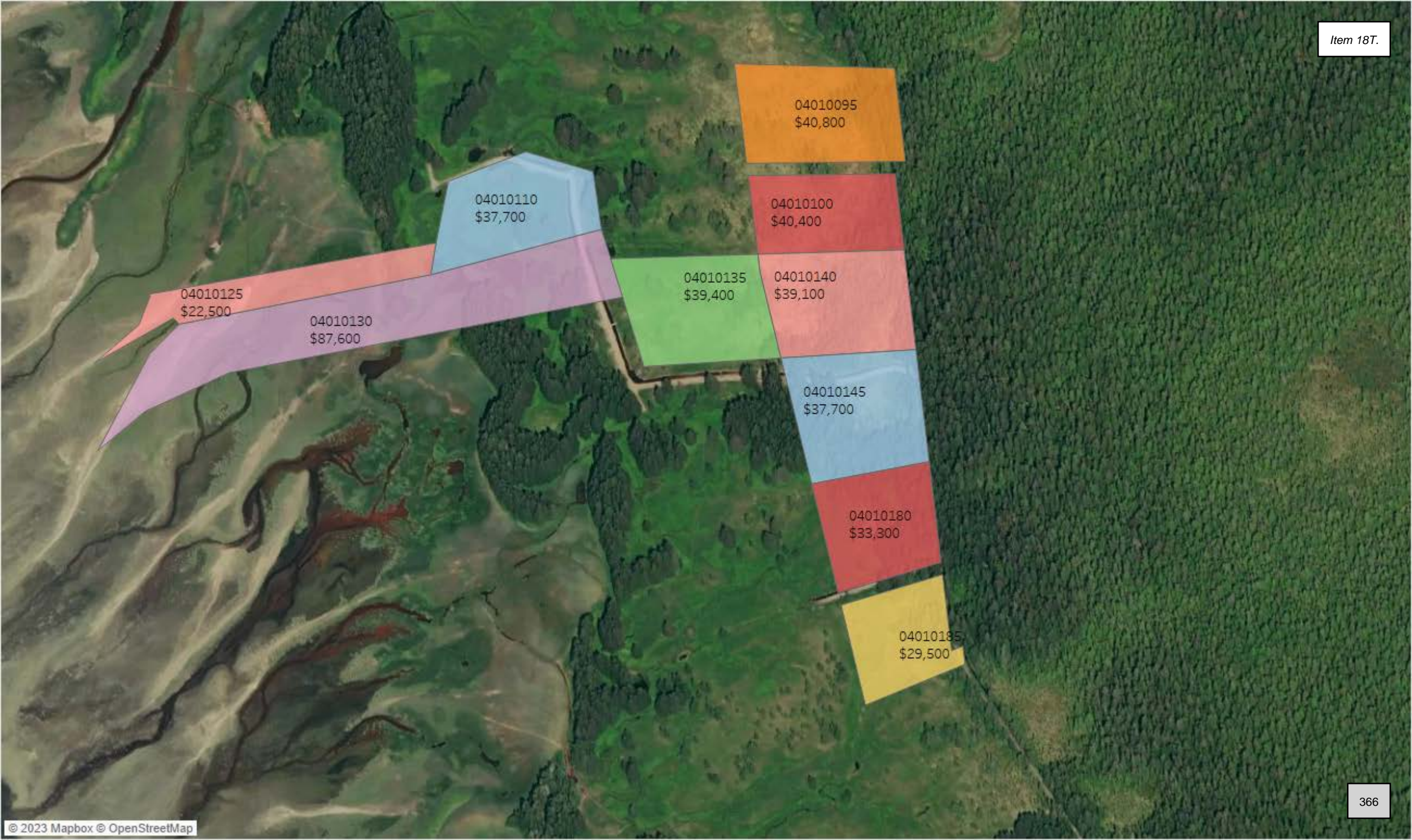
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18T.	0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800		149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00		92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450		59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00		84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00		51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	365	49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JHD REAL ESTATE INVESTMENTS LLC PO BOX 681 PETERSBURG AK 99833-0681	Parcel	04-010-180	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	221,720 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description											
Plat #	2016-12	Lot #	21	Block		Tract		Doc #	2016-000367-0	Rec. District	Petersburg - 110
Describe:										Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$33,300		\$33,300	\$0	\$33,300	
2022	Fee Simple	\$26,000		\$26,000	\$0	\$26,000	
2021	Fee Simple	\$26,000		\$26,000	\$0	\$26,000	
2020	Fee Simple	\$26,000		\$26,000	\$0	\$26,000	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **221,720 SF** Topo **Steep** Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	221,720	SF x \$0.15		= \$33,258	
		SF x		=	
		SF x		=	
		SF x		=	
		SF x		=	
Total	221,720	SF	Fee Value:	\$33,300	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$33,300
	Total Property Value \$33,300

Appeal 2023-55

**JHD Real Estate - John
Jensen**

Parcel 04-010-185

**Point Agassiz (Lot 22
Ramstead)**

RECEIVED
MAR 31 2023
PETERSBURG BOROUGH

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: March 31, 2023

The deadline for filing an appeal with the Assessor is Thursday, **March 31, 2023 at 4:30pm.** However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 04-010-185 Lot 22

1. I, John Jensen, George Doyle, or Pam Jensen, representing JHD Real Estate Investments LLC, the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 29,500 Building(s) \$ _____ Total \$ 29,500

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? February 2015
- B. What was the full consideration/price? 12,275.
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ _____
- D. What do you consider the market value?
Land \$ 54,120 Bldg \$ _____ Total \$ 54,120
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? Petersburg Properties - 54,120
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ NO
- H. How much is the property insured for? \$ _____

3. There is an error or omission on the assessment of this property for the following reason(s):
.Please see attached.

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: John Jensen Phone #: 907-772-4635

Email: jjomasou@gmail.com

Sign here:  Date: 3/29/23

March 29, 2023

Parcel #04-010-185; Lot #22

3. There is an error or omission on the assessment of this property for the following reasons.

28% increase in assessed value.

1. 4.51 acres.
2. 20% of property is boggy.
3. Limited road access; roadway was decommissioned by the US Forest Service-1992.
4. No improvements have been made to the property, there are no borough services, this is remote recreational property and therefore should not be on par with properties in Petersburg, in determining an increase in valuation. This is a different real estate market than property found in Petersburg, with very limited public interest.
5. Assessment notice states increase will be **15% on average**, 28% is excessive.
6. This property on the main road has been for sale since 2017.

To: 2023 Board of Equalization

From: Michael C Renfro, Assessor
Martins Onskulis, Assessor

Re: Appeal 2023-55; 58; 59; 60; 61; 62; 63; 64; 65; 66

Property Owner: Jonh Jensen; Pam Jensen or Geroge Doyle (JHD Real Estate Investments LLC)

Accounts: 04-010-185 (55); 04-010-110 (58); 04-010-125 (59); 04-010-130 (60); 04-010-135 (61); 04-010-095 (62); 04-010-100 (63); 04-010-140 (64); 04-010-145 (65); 04-010-180 (66)

Date of Assessment: 1/1/2023

Hearing Date: 4/17/2023

2023 Assessed Value:

04-010-185 – Land	\$29,500
04-010-110 – Land	\$37,700
04-010-125 – Land	\$22,500
04-010-130 – Land	\$87,600
04-010-135 – Land	\$39,400
04-010-095 – Land	\$40,800
04-010-100 – Land	\$40,400
04-010-140 – Land	\$39,100
04-010-145 – Land	\$37,700
04-010-180 – Land	\$33,300

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in Ramstead Homestead
- All appealed parcels are large lots 200,000 or more sf valued at \$0.15 per sf.

Basis of the Appeal:

- No evidence that would support unequal; excessive; improper or undervalued assessment.

Concerns brought forth by the appellant:

- Taxes went up; limited access; no improvements; etc.

Assessor comments:

- Recommended adjusting value to lot 10; no value change for other lots.

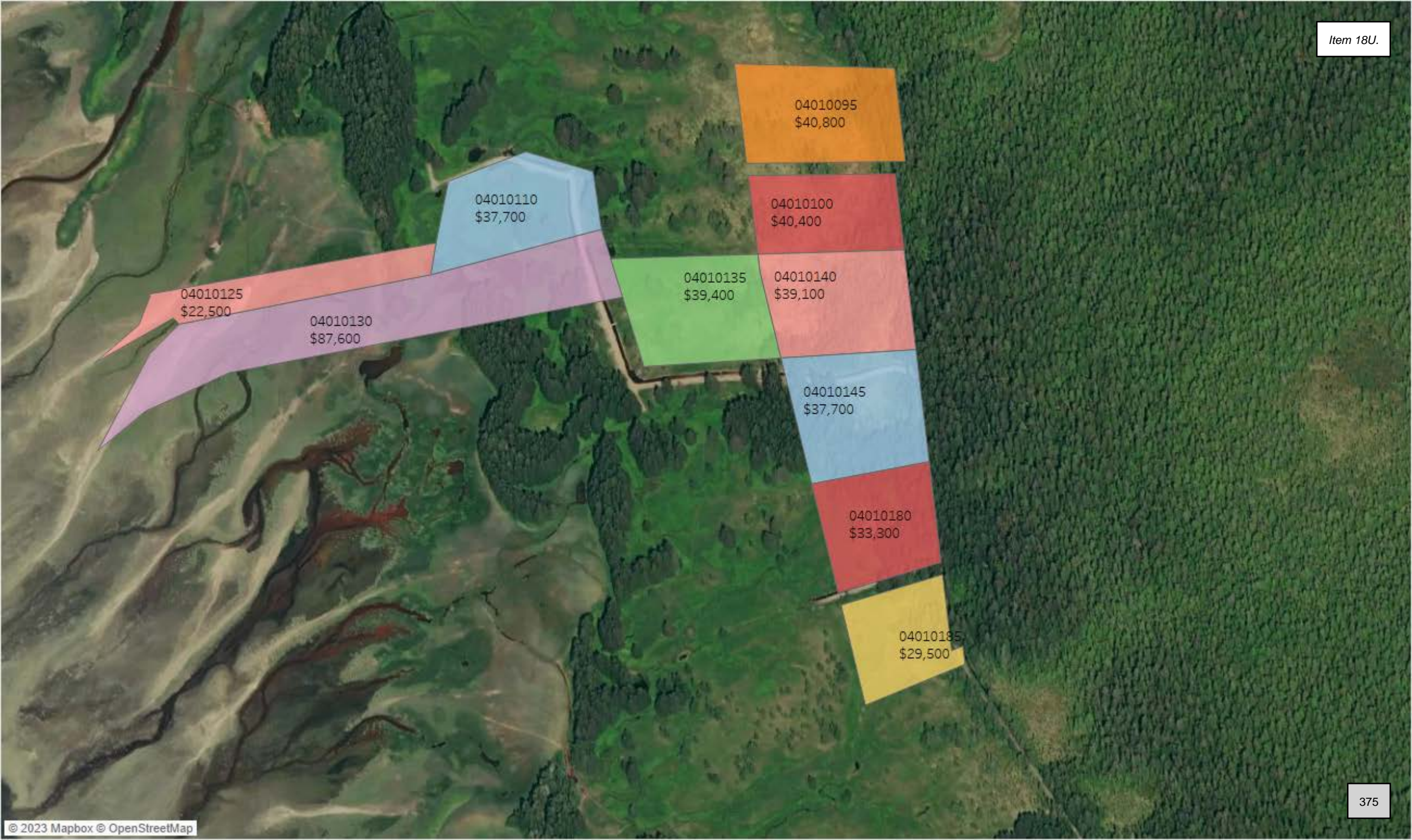
Recommendation:

- Uphold the 2023 Assessed Value for all lots; except lot 10 – adjust value for lot 10 to \$5,000.

Attachments:

- Location of Subject property
- Recent Sales

04-010-085	11/16/2021	\$ 36,300.00	\$ 44,000	Item 18U. 0%
04-010-120	10/8/2021	\$ 70,100.00	\$ 46,800	149.79%
04-010-115	10/12/2021	\$ 64,700.00	\$ 70,000.00	92.43%
04-010-175	10/25/2021	\$ 38,900.00	\$ 65,450	59.43%
04-010-155	11/1/2021	\$ 63,600.00	\$ 74,950.00	84.86%
04-010-160	11/1/2021	\$ 45,500.00	\$ 89,000.00	51.12%
04-010-165	7/13/2022	\$ 41,900.00	\$ 84,000	374 49.88%



04010095
\$40,800

04010110
\$37,700

04010100
\$40,400

04010125
\$22,500

04010135
\$39,400

04010140
\$39,100

04010130
\$87,600

04010145
\$37,700

04010180
\$33,300

04010185
\$29,500

CURRENT OWNER	Property Identification			
JHD REAL ESTATE INVESTMENTS LLC PO BOX 681 PETERSBURG AK 99833-0681	Parcel	04-010-185	Us	V - Vacant Land
	City		Building	
	Mobile Home		Service	O

Property Information					
Improvement		Year Built		Land	196,456 SF
Basement		Effective Age		Zone	
Garage		Taxable	Fee Simple		

Legal Description						
Plat #	2016-12	Lot #	22	Block		
Tract		Doc #	2016-000367-0	Rec. District	Petersburg - 110	
Describe:					Date recorded:	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Fee Simple	\$29,500		\$29,500	\$0	\$29,500	
2022	Fee Simple	\$23,000		\$23,000	\$0	\$23,000	
2021	Fee Simple	\$23,000		\$23,000	\$0	\$23,000	
2020	Fee Simple	\$23,000		\$23,000	\$0	\$23,000	

NOTES
2/10/2023 - Land Value Review. MO

LAND DETAIL

Market Neighborhood Site Area **196,456 SF** Topo Vegetatio

Access **Water/Air** Frontage Ft View **Beneficial** Soil

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	196,456	SF x \$0.15		= \$29,468	
		SF x		=	
		SF x		=	
		SF x		=	
Total	196,456	SF	Fee Value:	\$29,500	

SUMMARY FEE SIMPLE VALUATION

Inspected By Date Inspected Valued By Date Valued

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value	Total Residential
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other
	Total Improvement
	Land & Site imp \$29,500
	Total Property Value \$29,500

Appeal 2023-67

Desiree Burrell

Parcel 01-001-210

802 N Nordic Dr

RECEIVED
APR 10 2023
PETERSBURG BOROUGH

2023-67

Item 18V.

Petersburg Borough
Petition for Adjustment of Assessed Valuation
Real Property

Date Filed: 4/8/23 we were traveling for medical, please allow late filings

The deadline for filing an appeal with the Assessor is Thursday, March 31, 2023 at 4:30pm. However, appeal of the Board of Equalization, in what is deemed to be unusual circumstances; by unanimous vote may waive this time provision. The Assessor **must be** contacted during the 30-day appeal period.

Parcel Identification No 01-001-210

1. I, Desiree Burrell, representing Steve Burrell + myself the owner of the above identified property, hereby request the Assessor review the assessment of said property.

2023 Assessed Value:

Land \$ 214,500 Building(s) \$ 613,900 Total \$ 828,400

2. Please answer the following questions for the information of the Assessor and the Board of Equalization in considering this appeal:

- A. What date was the property acquired? 1985
- B. What was the full consideration/price? 160,000 / old home demolished in 2020
- C. Did this price include any furniture/ fixtures? If so, List approximate value \$ —
- D. What do you consider the market value? 500,000
Land \$ 214,500 Bldg \$ 460,000 Total \$ 714,500
- E. Have you ever offered this property for sale in the past two years? Yes No
If yes, with who and for how much? —
- F. Have you ever received an offer? Price/when NO
- G. Have you had the property appraised in the past 2 years? \$ assumed 600,000 by SE Appraisal Services 4/9/21
- H. How much is the property insured for? \$ because of the 2001 appraisal house is insured \$731,000 not our choice

3. There is an error or omission on the assessment of this property for the following reason(s):

We live in 1456 square ft. the rest of the home is shop, storage and visitor suite for company. The cost to build this home was \$469,000. We believe the fair amount of this home would be \$500,000 not 613,900. We feel the property value is correct at \$214,500. Grand total \$714,500 not \$828,400

CERTIFICATION: I hereby certify that the answers given on this application are true and correct to the best of my knowledge.

Print Name: Desiree Burrell Phone #: 907-518-1110

Email: burrell1@gci.net

Sign here: [Signature] Date: 4/8/23

For Assessor's Office Use:

Parcel Identification No. _____

Appeal No _____

Action by Assessor

Signed: _____ Date: _____
Petersburg Borough Contract Assessor

Adjusted 2023 Assessed Value:

Land\$ _____ Building\$ _____ Total\$ _____

I hereby accept reject the foregoing assessed valuation in the amount of \$ _____

Signed: _____ Date: _____
Petitioner

4/13/23

To the Board of Equalization regarding the appeal of 802 N Nordic Dr 2023 Property Assessment,

My husband Steve and I started building this home in late October of 2020 and we received our occupancy notice upon completion on April 5, 2021.

Our home was then appraised by SE Appraisal Services on April 9, 2021 with a total appraisal of \$600,000.00. (Exhibit 1) The only addition since this appraisal has been an IKEA Kitchen added to the visitor suite in the basement in the amount of \$7345.93.

This was originally a Timberland Home that was to be built in Auburn Washington and would be transported to our property in Petersburg, however with covid the company shut down so we took our plans to Jesse West of Rainforest Contracting. Jesse gave us a quote to build this same home for \$444,050.00 on 6/4/2020. (Exhibit 2)

We ended up getting a construction loan with First Bank. The final Construction loan was \$452,000.00. (Exhibit 3)

The construction loan was then converted to a homeowners loan at First Bank in the amount of \$468,600.00 which included closing costs in the amount of \$16,142.05. (Exhibit 4)

This is essentially a simple ranch style home with no real architectural value that we made to age in place, in other words we want to live and die here. We only live on the top portion of the home that consists of 1456 SF. It has an open concept kitchen, dining and living room, with 2 bedrooms and 2 bathrooms and a back entry mud room. All the doors and hallways on the upper floor have been widened so there could be wheel chair access. There is no access to the basement from the upstairs living space.

The back portion of the basement consists of a shop/fish and game processing area, storage and bathroom. On the front portion of the basement is a family visitor suite that has a bedroom, bathroom, open concept living and kitchen area. We do not live in the basement.

I received our 2023 Assessment which came in .445 or 44.5% higher than the 2022 Assessment (Exhibits 5 and 6). When I reviewed the Assessment Report Summary I did not see anyone with that kind of increase. (Exhibit 7)

I have reviewed the assessors detail report and it appears to have an error on page 1 showing a basement of 1320 SF. (Exhibit 8)

I have also reviewed the Assessors detail reports on 13 other newer homes similar or much larger to ours and we are an outlier with no justification. I can provide those properties if you would like to review. I feel the exhibits I have already submitted should show that there is clearly an error and we would appreciate a correction to the true value. Please see my paperwork from my earlier filing to the Petersburg Borough on 4/10/23 that consists of my letter to the assessor or BOE, the Petition for Adjustment, 2023 Assessment and 3 pages of medical travel. (Exhibit 9)

I will look forward to being heard on this matter and will appreciate your attention to this error.

Sincerely,

Desiree Burrell

To: 2023 Board of Equalization
From: Michael C Renfro, Assessor
Martins Onskulis, Assessor
Re: Appeal 2023-67
Property Owner: Desiree Burrell
Account: 01-001-210
Date of Assessment: 1/1/2023
Hearing Date: 4/17/2023
2023 Assessed Value: Buildings: \$613,900
Land: \$214,500
Total: \$828,400

Purpose of Report:

- Validation of the 2023 assessed value of the subject property generated by the mass appraisal process and confirmed using sales ratio studies.

Introduction:

- The subject property is located in 802 N Nordic Dr.
- The subject property is new construction built in 2020.

Basis of the Appeal:

- Unequal property valuation; errors in assessment.

Concerns brought forth by the appellant:

- See attached letter.

Assessor comments:

- Assessor will perform a site visit.

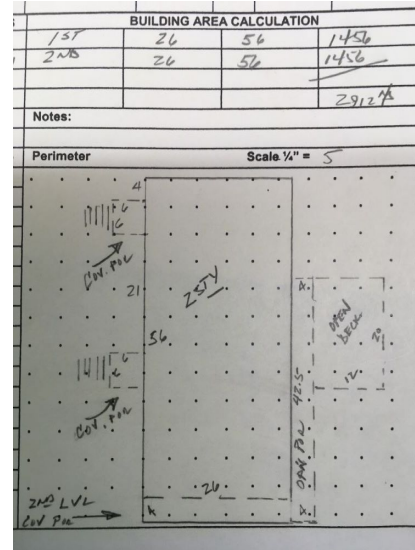
Recommendation:

- Assessor will review the final value based on site inspection.

Attachments:

- Photo of the property





CURRENT OWNER

STEVE BURRELL
DESIREE BURRELL
 PO BOX 275 PETERSBURG AK 99833-0275

Property Identification

Parcel **01-001-210** Us **R - Residential**
 City Property **SFR**
 Mobile Home Service **S**

Property Information

Improvement **2,912 SF** Year Built **2020** Actual Land **26,477 SF**
 Basement **1,320 SF** Effective Age **0** Zone **SF**
 Garage Taxable **Partial Exempt**

Legal Description

Plat # **85-24** Lot # **3** Block **80** Tract Doc # **1985-001183-0** Rec. District **Petersburg - 110**
 Describe: Date recorded:

PROPERTY HISTORY

Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Partial	\$214,500	\$613,900	\$828,400	\$150,000	\$678,400	Res +20%
2022	Fee Simple	\$191,500	\$381,900	\$573,400	\$0	\$573,400	
2021	Fee Simple	\$191,500	\$188,800	\$380,300	\$0	\$380,300	
2020	Fee Simple	\$191,500	\$164,600	\$356,100	\$0	\$356,100	Res +3%

NOTES

9/30/2022 - Improvements 100% complete. MO
 10/11/21 siding hardy plank. Sfr 100% complete
 9/22/20 pick up stick-built 1st flr by 12/31/20. Calc % complete for 2-sty SFR. Est 53% by year end. Lk
 8/31/20 sfr demod. pick up new fdtn/slab 26 x 56 x .5. Recheck fall 2021. Photo. Lk

LAND DETAIL

Market Neighborhood Site Area **26,477** SF Topo **Typical** Vegetatio **Typical**

Access **Public road** Frontage Ft View **Beneficial** Soil **Typical**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments **20000SF - \$185000 (Site), 6477SF - \$1.00/SF**

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	20,000	SF x \$10.36		= \$207,200	
	6,477	SF x \$1.12		= \$7,254	
		SF x		=	
		SF x		=	
Total	26,477	SF	Fee Value:	\$214,500	

SUMMARY FEE SIMPLE VALUATION

Inspected By **shannon** Date Inspected **10/11/2021** Valued By **lila koplín** Date Valued **9/25/2020**

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$678,400/2,912 SF Indicates \$284.48 Value/SF GBA	Total Residential \$591,500
Income Value = NOI Ratio = NOI / =	Total Commercial
Comments <input type="text"/>	Other \$22,400
	Total Improvement \$613,900
	Land & Site imp \$214,500
	Total Property Value \$828,400

EXEMPTION DETAIL

Status **Approved** Date Decided **1/10/2023** Date Applied **1/10/2023** PFD Qualifier **Yes**

	Land	Improvements	Total	Percent Occupied <input type="text"/>
Fee Value	\$214,500	\$613,900	\$828,400	Comments STEVEN BURRELL
SENIOR CITIZEN		-\$150,000	-\$150,000	
Total Exempt		-\$150,000	-\$150,000	
Taxable Value	\$214,500	\$463,900	\$678,400	

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	2 Story	Bedrooms		
Qualit	Q4 -	Plumbing		Energy	Typical	Bathrooms		
						Other Rooms		
						Total Rooms		
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built	2020 Actual
Exterior	<input type="checkbox"/> Typical <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input checked="" type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Other						Effective age	0
Foundatio	<input type="checkbox"/> Typical <input type="checkbox"/> Concrete Perim <input checked="" type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	60
Heat Fuel	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	C4 -
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums							Total	
Porches,	Deck 240SF Covered Porch 36SF						Total	\$18,340

Garage

Built-in SF Basement Garage SF Attached SF Detached SF Carport 916 SF Finished

Comments

Basement

Size 1320 Finished Size Describe

Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value
2 Story Hous	Finished	2,912 SF	\$119.96 1.55	\$185.94	\$541,451	100%	\$541,451
Carport	Finished	916 SF	\$22.32 1.55	\$34.60	\$31,690	100%	\$31,690
		SF					
		SF					
		SF					

Additional Adjustment

Lump Sum Total

\$18,340

Main House Tota

\$591,500

Comments

OTHER IMPROVEMENTS

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Covered Porch	Finished	Typical	36	SF	\$115.134	\$4,144.824	100%	\$4,145
Comments 6 x 6				Base	\$74	Factor ?	Age	Life

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Covered Deck	Finished	Typical	104		\$69.936	\$7,273.344	100%	\$7,273
Comments 4 x 26				Base	\$45	Factor ?	Age	Life

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Open Porch	Finished		170	SF	\$64.635	\$10,987.95	100%	\$10,988
Comments 4 x 42.5				Base	\$42	Factor ?	Age	Life

**APPRAISAL REPORT
OF**



802 N. Nordic Dr.
Petersburg, AK 99833

PREPARED FOR

No AMC
First Bank
2030 Sea Level Dr. Ste 200
Ketchikan, AK 99901

AS OF

04/09/2021

PREPARED BY

Southeast Appraisal Services, LLC
P.O. Box 32361
Juneau, AK 99803

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Uniform Residential Appraisal Report

The purpose of this appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 802 N. Nordic Dr. City Petersburg State AK Zip Code 99833

Borrower Steve & Desi Burrell Owner of Public Record Steven D. & Desiree Burrell County Petersburg County

Legal Description Lot 3, Plat: 85-24, Mathisen Subdivision, PRD

Assessor's Parcel# 01001210 Tax Year 2020 R.E. Taxes \$ 4,183

Neighborhood Name Petersburg, AK Map Reference Block 80 Census Tract

Occupant Owner Tenant Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month

Property Rights Appraised Fee Simple Leasehold Other (describe)

Assignment Type Purchase Transaction Refinance Transaction Other (describe) Construction/Renovation

Lender/Client First Bank Address 2030 Sea Level Dr. Ste 200, Ketchikan, AK 99901

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report data source(s) used, offerings price(s), and date(s). Inspection

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	45 %
Built-Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	75	Low 1	Multi-Family	5 %
Neighborhood Boundaries	Petersburg is a typical Southeast Alaska community. It is bounded on all sides, north, south, east, and west, by water or wilderness. The neighborhood includes the general community of						850	High 50	Commercial	10 %	
Neighborhood Description	Petersburg is located on the northwest end of Mitkof Island, where the Wrangell Narrows meet Frederick Sound. It lies midway between Juneau and Ketchikan, about 120 miles from either community. Petersburg's economy has been based on commercial fishing, government, Forest Service, and timber harvests. Support facilities including employment facilities, public offices, schools, and shopping are located in the business district. Properties in Petersburg range from upland modest homes to exclusive Alaska craftsman built waterfront homes.						210	Pred. 20	Other Vacant	30 %	

Market Conditions (including support for the above conclusions) The Petersburg real estate market has been a steady but limited market. Values have remained stable and volume has increased over the years. Marketing times are typically three to six months however higher end homes could experience extended marketing times. The area is acceptable of many conventional loan programs. AHFC, FHA, VA, rural and conventional financing. See comment addendum for additional market discussion and discussion of the COVID-19 virus and how it may affect the market.

Dimensions Irregular -- See Plat Map Area 26477 sf Shape Irregular View B;Wtr;

Specific Zoning Classification Residential Zoning Description Single Family and Duplex homes

Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe.

Utilities Public Other (describe) Public Other (describe) Off-site Improvements--Type Public Private

Electricity Water Street Paved

Gas Private Available Sanitary Sewer Alley None

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone C FEMA Map# 0200740001B FEMA Map Date 06/01/1982

Are the utilities and/or off-site improvements typical for the market area? Yes No If No, describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe.

The subject site is conforming in size, utility, and accessibility as to other lots in the area. No AS-Built Survey or Title Report were furnished for review. This appraisal assumes no adverse easements, encroachments, or other factors exist that would affect the value. An AS-Built Survey is recommended to confirm these assumptions. See Comment Addendum.

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/C1	Floors	Vinyl, Cpt/C1		
# of Stories 1.00	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	HardiPlank/C1	Walls	Sheetrock/C1		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 1456 sq. ft.	Roof Surface	Metal/C1	Trim/Finish	Wood/C1		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 80 %	Gutters & Downspouts	None	Bath Floor	Laminate/C1		
Design (Style) Rambler	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Vinyl/C1	Bath Wainscot	Fiberglass/C1		
Year Built 2020	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	None	Car Storage	None		
Effective Age (Yrs) 0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Partial/C1	<input checked="" type="checkbox"/> Driveway	# of Cars 4		
Attic <input checked="" type="checkbox"/> None	Heating FWA <input type="checkbox"/> HWBB <input checked="" type="checkbox"/> Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Gravel		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Elec.	Fireplace(s) # 0	Fence None	Garage	# of Cars 0		
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck 480	<input checked="" type="checkbox"/> Porch CP72	<input checked="" type="checkbox"/> Carport	# of Cars 4		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other HeatPump	Att. <input checked="" type="checkbox"/> Det.	<input type="checkbox"/> Built-in		
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)							
Finished area above grade contains: 6 Rooms 2 Bedrooms 2.0 Bath(s) 1,456 Square Feet of Gross Living Area Above Grade							
Additional features (special energy efficient items, etc.) The Subject structure is a new 1 story home with a full basement. Additional features include: Vaulted ceilings, large trex deck, covered entries, 1456sf mostly basement, good ocean view, radiant in floor heating and heat pump, and a 4 car carport.							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) C1; No updates in the prior 15 years; Upon completion the Subject structure will be C1 for condition based on the age, and is estimated to be Q3 for quality based on workmanship and materials used. It was noted during the inspection that the bathrooms sinks, kitchen counter tops, and covered porch rails have not been installed. After this property was inspected but before the report was signed the items noted during the inspection were completed and photos were provided for review. This appraisal is completed AS-IS with no required repairs or alterations.							
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Uniform Residential Appraisal Report

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0		There are 0 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 0 to \$ 0					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	802 N. Nordic Dr. Petersburg, AK 99833	Lot 15C Highland Shores Petersburg, AK 99833	719 Sandy Beach Rd Petersburg, AK 99833	24 Halvoy Lane Petersburg, AK 99833			
Proximity to Subject		9.36 miles S	1.98 miles SW	8.92 miles S			
Sale Price		\$ 570,000	\$ 545,000	\$ 500,000			
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 344.20 sq. ft.	\$ 224.28 sq. ft.	\$ 192.75 sq. ft.			
Data Source(s)		AKMLS#20-9728;DOM 1	SEMLS#0 - Owner;DOM 1	AKMLS#20-5501;DOM 37			
Verification Source(s)		Inspection,EMA,PublicRecord	Inspection,EMA,PublicRecord	Appraiser's Files,Buyer			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing		ArmLth		ArmLth		Listing	
Concessions		Cash;0		Conv;0		Pending;0	
Date of Sale/Time		s08/20;c06/20		s07/19;c05/19		c05/20	
Location	B;Res;	B;WtrFr;2 Lots	-10,000	B;WtrFr;	-20,000	B;WtrFr;	+90,000
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	26477 sf	1.62 ac	-20,000	17957 sf	+20,000	1.00 ac	-5,000
View	B;Wtr;	B;Wtr;Gd	0	B;Wtr;Gd	0	B;Wtr;Gd	0
Design (Style)	DT1.00;Rambler	DT2;2Story	0	DT1.5;1.5Story	0	DT2.00;Log	0
Quality of Construction	Q3	Q3		Q3		Q3	
Actual Age	0	1	0	10	0	16	0
Condition	C1	C2	+10,000	C2	+10,000	C3	+15,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	6 2 2.0	6 3 2.0		7 3 3.0	-6,000	6 2 2.0	
Gross Living Area	1,456 sq. ft.	1,656 sq. ft.	-8,000	2,430 sq. ft.	-39,000	2,594 sq. ft.	-45,500
Basement & Finished Rooms Below Grade	1456sf1165sf 0rr1br1.1ba2o	0sf	+62,600	0sf	+62,600	1224sf918sf 0rr0br1.0ba2o	+16,900
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Radiant,HPmp&BB	HPmp&EBB/None	+10,000	EBB/None	+15,000	Air2Air/None	+11,000
Energy Efficient Items	Above Standard	5Star+HRV	-5,000	Above Standard HRV	-2,500	Standard	+2,500
Garage/Carport	4cp4dw	2gd2cp3dw	-1,000	2gbi3dw	-4,500	1cp7dw	+7,000
Porch/Patio/Deck	CP72/Deck480	CP305	-100	CP342,Deck/162	-400	Trex Deck	+1,900
Fireplaces	None	Woodstove	-1,000	1 Fireplace	-3,000	WS,HT,Shop	-7,000
Other Items	Canning Kit	XtraGrvPrkng,Shed	-1,000	PvdDr,MurphBed	-1,000	LrgDrv,Mon,LwClng	-3,900
Effective Age	0	1	+1,000	5	+5,000	6	+6,000
Net Adjustment (Total)		X + -	\$ 47,500	X + -	\$ 46,200	X + -	\$ 92,900
Adjusted Sale Price of Comparables		Net Adj: 8%		Net Adj: 8%		Net Adj: 19%	
		Gross Adj: 25%	\$ 617,500	Gross Adj: 37%	\$ 591,200	Gross Adj: 43%	\$ 592,900

SALES COMPARISON ANALYSIS

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data source(s) Alaska Recorder's Office, Assessor, Appraisal Files, Inspections, EM Agreements
 My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data source(s) Alaska Recorder's Office, Assessor, Appraisal Files, Inspections, EM Agreements

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	05/04/2004	09/11/2015	04/24/2018	12/21/2011
Price of Prior Sale/Transfer		\$65,000	\$0	
Data Source(s)	Recorder, Appraiser Files	Recorder, Appraisal Files	Recorder, Appraisal Files	Recorder, Appraisal Files
Effective Date of Data Source(s)	04/16/2021	04/16/2021	04/16/2021	04/16/2021

Analysis of prior sale or transfer history of the subject property and comparable sales
 Previous sales history for the subject and comparables when known is listed above. Alaska is a non-disclosure state so previous sales data and prices are not always available. Attempts were made to find this data with the State Recorder's office, Appraiser's Files, and the City of Petersburg. Intended users of this report are First Bank and their assigns.

Summary of Sales Comparison Approach All of the comparable sales utilized exceeded at least one if not two or all three of the industry standards for line, net and gross adjustments (10/15/25%). This was unavoidable due to the uniqueness of the subject, and the limited number of sales within the area.
 The best and most recent comparable sales data available was utilized to derive the market driven value for the subject. Of the comparables used, I attempted to bracket all of the key grid points on the high and low ends. The sales comparison approach is the most accurate valuation method for single family homes in this market. The net and gross adjustments for most of the comparables are excessive but warranted in this assignment due to the lack of similar comparables.

Indicated Value by Sales Comparison Approach \$ 600,000
 Indicated Value by: Sales Comparison Approach \$ 600,000 Cost Approach (if developed) \$ 732,200 Income Approach (if developed) \$

The sales comparison approach is the most reliable value indicator for single family homes as it best simulates the reactions of buyers and sellers. The income approach was considered but not used as single family homes are normally purchased for shelter and not as a rental investment. The cost approach supports the sales comparison approach and has been market derived.
 This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal was performed AS-IS with no required repairs or alterations. No items of personal property were included in the appraisal. See Comment Addendum.
 Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 600,000 as of 04/09/2021, which is the date of inspection and the effective date of this appraisal.

RECONCILIATION

Uniform Residential Appraisal Report

Abbreviations: 5 Star = 5 Star Energy Rating, CTC = Cost to Cure, Dk = Deck, CP = Covered Porch, EP = Enclosed Porch, WS = Wood Stove, FP = Fireplace, GFP = Gas Fireplace, RFP = Rock Fireplace, BFP = Brick Fireplace, PS = Pellet Stove, Monitor (Toyo) = Monitor (Toyo) oil wall stove, Inter = Intercom, CV or CenV = Central Vacuum, Lndscp = Landscaping, CDr. = Concrete Driveway, ADr = Asphalt Driveway, Fn = Fence, X-Kit = Extra Kitchen, JT = Jet Tub, Sna = Sauna, HT = Hot Tub,

CBD = Central Business District.

CTC = Cost To Cure

Hydrotub of Jet Tub (bathroom jacuzzi tub) = bath tub with jets.

Heatilator = metal fireplace box.

BHs = Boat house

ADDITIONAL COMMENTS

Marshall & Swift Extra Cost Items = large trex deck, covered entries

COST APPROACH TO VALUE (not required by Fannie Mae.)

Provide adequate information for the lender/client to replicate your cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Both vacant land sales and improved property sales were acquired and analyzed. The improved property sales were additionally analyzed by removing the building value (depreciated) to obtain an improved site value. Both were then utilized within the immediate area for the Subject's site valuation.

COST APPROACH

ESTIMATED	REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	225,000
Source of cost data	Marshall Swift		Dwelling	1,456 Sq. Ft. @ \$	191.00 = \$ 278,100
Quality rating from cost service	Very Good	Effective date of cost data	Bsmnt.	1,456 Sq. Ft. @ \$	115.00 = \$ 167,400
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	** See Above				22,500
See Sketch Addendum for area calculations.			Garage/Carport	800 Sq. Ft. @ \$	24.00 = \$ 19,200
Cost approach is estimated from the "Residential Estimator" computer program by Marshall Swift.			Total Estimate of Cost-new		= \$ 487,200
Land value is derived by extraction and from typical sales in the general area.			Less Physical	0 Functional	0 External
Depreciation is based on a market derived rate which may or may not correspond to an age life method.			Depreciation	0	0 = \$ (0)
Estimated Remaining Economic Life (HUD and VA only)	60	Years	Depreciated Cost of Improvements		= \$ 487,200
			"As-is" Value of Site Improvements		= \$ 20,000
			Indicated Value By Cost Approach		= \$ 732,200

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

INCOME

Estimated Monthly Market Rent \$ X Gross Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

PUD INFORMATION

Is the developer/builder in control of the Homeowner's Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project
 Total number of phases Total number of units Total number of units sold
 Total number of units rented Total number of units for sale Data source(s)
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.
 Does the project contain any multi-dwelling units? Yes No Data source.
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
 Are the common elements leased to or by the Homeowner's Association? Yes No If Yes, describe the rental terms and options.
 Describe common elements and recreational facilities.

Southeast Appraisal Services, LLC
EXTRA COMPARABLES 4-5-6

File No. 07-21-028

Borrower Steve & Desi Burrell
 Property Address 802 N. Nordic Dr.
 City Petersburg County Petersburg County State AK Zip Code 99833
 Lender/Client First Bank Address 2030 Sea Level Dr. Ste 200, Ketchikan, AK 99901

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	802 N. Nordic Dr. Petersburg, AK 99833	218 Mitkof Highway Petersburg, AK 99833			243 Mitkof Hwy Petersburg, AK 99833					
Proximity to Subject		1.89 miles SW			1.83 miles SW					
Sale Price		\$ 512,500			\$ 425,000			\$		
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 270.02 sq. ft.			\$ 175.33 sq. ft.			\$ sq. ft.		
Data Source(s)		SEMLS#19-18638;DOM 1			AKMLS#18-18471;DOM 6					
Verification Source(s)		Inspection,EMA,PublicRecord			Inspection,EMA,PublicRecord					
VALUEADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	
Sale or Financing		ArmLth		ArmLth						
Concessions		Conv:0		AHFC:0						
Date of Sale/Time		s01/20;c11/19		s01/19;c11/18						
Location	B;Res;	B;WtrFr;	+60,000	N;Res;	+120,000					
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple						
Site	26477 sf	8445 sf	+25,000	13165 sf	+20,000					
View	B;Wtr;	B;Wtr;Gd	0	B;Wtr;Filtered	+5,000					
Design (Style)	DT1.00;Rambler	DT2.5;2.5Story	0	DT2;2Story	0					
Quality of Construction	Q3	Q3		Q2	-20,000					
Actual Age	0	~79	0	32	0					
Condition	C1	C3	+15,000	C2	+10,000					
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		
Room Count	6 2 2.0	7 3 2.0	0	7 3 2.1	-4,000					
Gross Living Area	1,456 sq. ft.	1,898 sq. ft.	-17,700	2,424 sq. ft.	-38,700					
Basement & Finished	1456sf1165sfin	1047sf1047sfin	+20,800	0sf	+62,600					
Rooms Below Grade	0rr1br1.1ba2o	4rr1br1.0ba0o	+4,000		+10,000					
Functional Utility	Average	Average		Average						
Heating/Cooling	Radiant,HiPmp&BB	Mon./None	+14,000	HWBB/None	+11,000					
Energy Efficient Items	Above Standard	None	+2,500	5StarEquiv	-2,500					
Garage/Carport	4cp4dw	2gbi3dw	-4,500	2ga4dw	-4,500					
Porch/Patio/Deck	CP72/Deck480	CP433,Dk72	-500	Dk306,CP290	-600					
Fireplaces	None	CCDrv,CvRad,CenVac	-8,000	WS,GdCrwlSpStg	-3,000					
Other Items	Canning Kit	AccessoryUnt,RckWrk/FP	-30,900	ExLStRckWrk	-6,000					
Effective Age	0	16	+16,000	8	+8,000					
Net Adjustment (Total)		X + -	\$ 95,700	X + -	\$ 167,300					
Adjusted Sale Price of Comparables		Net Adj: 19%	\$ 608,200	Net Adj: 39%	\$ 592,300	Net Adj: 0%		Gross Adj: 0%	\$	
		Gross Adj: 43%		Gross Adj: 77%		Gross Adj: 0%				

SALES COMPARISON ANALYSIS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales

ITEM	SUBJECT	COMPARABLE SALE# 4	COMPARABLE SALE# 5	COMPARABLE SALE# 6
Date of Prior Sale/Transfer	05/04/2004	05/31/2002	12/06/2013	
Price of Prior Sale/Transfer		\$0	\$0	
Data Source(s)	Recorder, Appraiser Files	Recorder, Appraisal Files	Recorder's Office, Work Files	
Effective Date of Data Source(s)	04/16/2021	04/16/2021	04/16/2021	

Analysis of prior sale or transfer history of the subject property and comparable sales Previous sales history for the subject and comparables when known is listed above. Alaska is a non-disclosure state so previous sales data and prices are not always available. Attempts were made to find this data with the State Recorder's office, Appraiser's Files, and the City of Petersburg. Intended users of this report are First Bank and their assigns.

Summary of Sales Comparison Approach Most of the comparable sales utilized exceeded at least one if not two or all three of the industry standards for line, net and gross adjustments (10/15/25%). This was unavoidable due to the uniqueness of the subject, and the limited number of sales within the area. The best and most recent comparable sales data available was utilized to derive the market driven value for the subject. Of the comparables used, I attempted to bracket all of the key grid points on the high and low ends. The sales comparison approach is the most accurate valuation method for single family homes in this market. The net and gross adjustments for most of the comparables are excessive but warranted in this assignment due to the lack of similar comparables.

Borrower Steve & Desi Burrell						
Property Address 802 N. Nordic Dr.						
City Petersburg	County	Petersburg County	State	AK	Zip Code	99833
Lender/Client First Bank		Address 2030 Sea Level Dr. Ste 200, Ketchikan, AK 99901				

TAXES
 The land was assessed at: \$191,500
 Improvements: \$188,800
 Total Assessment: \$380,300
 2019 Taxes: \$4,183.30

SCOPE OF WORK

The scope of work is to form an opinion of the fair market value of the fee simple interest in 802 N. Nordic, Petersburg, Alaska, 99833 for a conventional home loan. The intended user of this appraisal report is the lender/client. The intended use is to evaluate the property for the scope of work, reporting requirements of the appraisal report form, and definition of market value. No additional intended users are identified by the appraiser. (See URAR page 17 of 20 of limiting conditions regarding definition of Market Value.)

The following steps were made in arriving at the final estimate of value included in the appraisal report of the subject property.

- 1) A preliminary search of all available resources was made to determine market trends, influences, and other significant factors pertinent to the subject property. The property has been identified previously in this report.
- 2) A complete inspection of the property was performed when possible. Although due diligence was exercised while at the property, the appraisers are not experts in such matters as soils, structural engineering, hazardous waste, etc., and no warranty is given as to these elements. See CONDITION below for further comments.
- 3) Research and collection of data (cost, improved sales, escrow sales, listings, and income) were performed as present in the subject's market area and sufficient in quantity to express an opinion of value as defined herein. We examined data from the State Recorders Office, our sales database, local realtors, and the city records. Pertinent data are contained in this report.
- 4) The direct sales comparison, cost, and income approaches to value were considered within this appraisal assignment. The results of these approaches to value are discussed at the conclusion of this report.

HIGHEST AND BEST USE

The highest and best use of the property vacant is as single family or duplex residential. The highest and best use of the property as improved is also as single family or duplex residential.

SITE/ZONING COMMENTS

The site is zoned Residential which allows for single family and duplex units. The improvements on the property conform to current zoning regulations. In the event of a major loss by fire, the subject could be rebuilt, without having to go through the planning review prior to reconstruction, per city officials.

The subject site is conforming in size, utility, and accessibility as to other lots in the area. No AS-Built Survey or Title Report were furnished for review. This appraisal assumes no adverse easements, encroachments, or other factors exist that would affect the value. An AS-Built Survey is recommended to confirm these assumptions.

Typical amenities of the lot include: City water, city sewer, public electricity, telephone, garbage pickup, and cable TV.

IMPROVEMENTS

The Subject structure is a new 1 story home with a full basement. Additional features include: Vaulted ceilings, large trex deck, covered entries, 1456sf mostly basement, good ocean view, radiant infloor heating and heat pump, and a 4 car carport.

CONDITION

Upon completion the Subject structure will be C1 for condition based on the age, and is estimated to be Q3 for quality based on workmanship and materials used. It was noted during the inspection that the bathrooms sinks, kitchen counter tops, and covered porch rails have not been installed. After this property was inspected but before the report was signed the items noted during the inspection were completed and photos were provided for review.

This appraisal is completed AS-IS with no required repairs or alterations.

The appraisal inspection is not an evaluation for structural code compliance. The appraiser is not an engineer, contractor, etc., and should there be any questions as to the structural integrity or code compliance of the subject property, experts in those areas should be consulted. However, the appraiser would note anything clearly or obviously wrong during the appraisal inspection.

ADVERSE ENVIRONMENTAL CONDITIONS PRESENT

The appraiser's routine inspection of and inquires about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would negatively affect the property value. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.

MARKET CONDITIONS & COVID-19 PANDEMIC:

Low interest rates have spurred on a lot of refinancing activity, and helped keep sales present. As we are all aware there are many government mandates and suggestions, for social distancing, and the cancellation of most public gatherings due to COVID-19, which has been classified as a global pandemic by the WHO. As of the effective date of this appraisal we have yet to see a negative real estate market reaction from the COVID-19 pandemic in the local area. Low interest rates appear to be helping keep things moving. As many travel advisories and restrictions have been applied, the local economy is bracing for a large decrease in tourism revenue and visitor counts for the summer of 2020. This potential major hit to the local economy may cause a negative affect on the local housing market in the future. This appraisal is completed under the extraordinary assumption that there will not be a significant long-term shift in demand or supply which would result in a change in market prices of real estate in this area. If the extraordinary assumptions within this report were to be proven false that could impact the opinions and conclusions expressed in this appraisal.

SALES COMPARISON COMMENTS

A thorough search was made to find the most comparable properties to the subject which have sold recently. The sources of information utilized include: lenders, on-site inspections, local appraisers, local real estate agents, the assessor, title companies, the State recorder's office, and review of previous appraisal reports in the Petersburg area. Information on properties was compiled from these sources. It is deemed to be accurate, but is not guaranteed as such. Petersburg does not have a comparable sales service.

There are relatively few recent similar sales in this small rural town such as the subject. Attempts by the appraiser were made to find sales that bracketed the quality, size, condition, and age of the subject. Due to the lack of sales it is often necessary to use sales which vary in gross living area as well as sales more than 6-12 months old and are located outside of the subject's immediate neighborhood. As there is great disparity in size, value, and design of the comparables, net and gross adjustments for individual sales often exceed established appraisal guidelines. This is unavoidable. The sales used are the most recent and comparable available and result in the fewest overall adjustments for those in the subject's neighborhood.

Borrower Steve & Desi Burrell
 Property Address 802 N. Nordic Dr.
 City Petersburg County Petersburg County State AK Zip Code 99833
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COMPARABLE SALES SELECTION DISCUSSION

The subject community is a small isolated community that does not have a great deal of market activity. For this reason the search for comparable sales was widened to include any comparable sales located on the community road system. There are no multiple listing services within the community. Alaska is a non-disclosure state, which restricts the amount of market sales information which can be used as comparable sales. This also restricts information regarding listing and sales information. The sales used in the report are the most recent sales available that could be considered similar to the subject. The sales selected represent the most indicative recent sales available, they provide a reliable basis for estimating a market value for the subject.

SPECIAL MARKET NOTE

This market area is small with very few transactions, and the properties that do sell are most often extremely diverse in both physical attributes and in motivation of buyer and seller. There were very few similar sales to compare with the subject. Attempts by the appraiser were made to find sales that bracketed the quality, size, condition and age of the subject. Due to the lack of sales it is often necessary to use sales which vary in gross living area as well as sales more than 6-12 months old and are located outside of the subject's immediate neighborhood. As there is great disparity in size, value and design of the comparable's, net and gross adjustment for individual sales often exceed established appraisal guidelines. This is unavoidable. The sales used are the most recent and comparable available and result in the fewest overall adjustments for those in the subject's neighborhood.

OVERVIEW

Adjustments in the Sales Comparison Grid are, whenever possible, to be market derived and not necessarily reflecting an actual cost to equate the properties. This market however is very small with very few transactions, and the properties that do sell are most often extremely diverse in both physical attributes and in motivation of buyer and seller. Therefore market derived adjustments are very difficult to extract from the data. The appraiser has elected to make adjustments for only those differences that are substantial.

ADJUSTMENTS

LOCATION: Adjustments for location were made based upon recent vacant land sales and extracted improved property sales in which the building value was extracted to obtain an improved site value. The Subject's site was adjusted at \$225,000. All comparable's were adjusted to the subject's North Nordic location.

SITE: Residential lots typically do not sell on a dollar per square foot basis, but rather on a site basis. Adjustments were made for extra privacy and/or extra site utility as compared to the Subject. All site adjustments were included in the location adjustments.

VIEW: Adjustments for view were made based upon views of the comparable's as compared to the subject. Adjustments were made at \$10,000 per increase/decrease as compared to the subject.

AGE: No adjustments for actual age were made.

QUALITY OF CONSTRUCTION: Adjustments made within this column reflect the quality of materials used in the construction and/or quality of workmanship. Adjustments were made at \$20,000 per increase/decrease in quality as compared to the subject.

CONDITION: Adjustments for condition were based on the data obtained for each sale from inspections, principals, etc. Adjustments were made at \$10,000 per increase/decrease as compared to the subject.

BATHROOM: Adjustments for the Comparables was made at \$2,000 per bathroom fixture. 3/4 baths and full baths were adjusted similarly as each had three fixtures.

GROSS LIVING AREA: Gross living area was adjusted at \$50.00 per square foot based upon market extractions.

BASEMENT: Finished basements were adjusted finished at \$40/Sqft, minimally finished at \$30/Sqft, and unfinished at \$20/Sqft. Good storage was adjusted at \$1,000. The subject's basement will have in floor radiant heat and is adjusted at \$35-45/SqFt.

ROOMS BELOW GRADE: Bathroom adjustments were made the same as above.

FUNCTIONAL UTILITY: No adjustments.

GARAGES: Adjustments were made for three car garages at \$15,000, two car garages at \$10,000, one and half car garages at \$7,500, and one car garages at \$5,000. Carport's were adjusted at \$3,500 for two car carport's and \$2,500 for one car carport's.

HEATING/COOLING: Adjustments were made at \$10,000 for a full floor radiant heating system, \$5,000 for hot water baseboard and forced air type of systems, \$2,000 for Monitor or Toyo wall furnaces and \$1,000 for electric baseboard or wood stove main heating systems. (Any combination added together and divided by the area of coverage)

ENERGY EFFICIENT ITEMS: Adjustments were made derived from market sales activity and were made at \$2,500 per adjustment. HRV's were adjusted \$2,500.

PORCH, PATIO, DECK: Adjustments were made only for significant differences in amenities. All adjustments were derived using market extraction results for the contribution value of each type of deck or porch.

FIREPLACES, ETC.: Adjustments for fireplaces, wood stoves and heatilators were made at \$1,000; Monitor, Toyo, Lazer, gas, oil, or soap stone wood stoves and pellet stoves at \$2,000; large brick or rock fireplaces at \$3,000.

FENCE, POOL, ETC.: Sheds, fences, extra storage, soaking tubs, laundry sinks, wheel chair ramps, small landscaped ponds and general landscaping were adjusted at \$1,000 each. Hydrotubs were adjusted at \$2,000 each. Hot tubs were adjusted at \$3,000. Extensive or major landscaping was adjusted at \$2,500. Large graveled extra parking sites, concrete or paved driveways and large sheds or shops were adjusted at \$5,000.

EFFECTIVE AGE: Adjustments are based upon market extractions for the difference of cost new, then depreciating and averaging the differences. An effort was made to select comparable's of similar actual and effective ages to the subject. Adjustments were made at \$2,000 per year, adjusted to the Subject.

Borrower **Steve & Desi Burrell**
Property Address **802 N. Nordic Dr.**
City **Petersburg** County **Petersburg County** State **AK** Zip Code **99833**
Lender/Client **First Bank** Address **2030 Sea Level Dr. Ste 200, Ketchikan, AK 99901**

RECONCILIATION

The sales used are the most recent and comparable available and result in the fewest overall adjustments. The indicated value by the three appraisal approaches to value are:

- 1) Cost Approach = \$732,200
- 2) Sales Comparison Approach = \$600,000
- 3) Income Approach = N/A

- The cost approach involves replacement cost or actual cost of construction for the area and then depreciated. Information for the cost of construction was obtained through the Marshall & Swift "Residential Estimator" computer program, local contractors' current cost of construction and market cost information adjusted to recent sales. Cost information was updated to 1/21 and is much higher than the sales comparison approach, due to the lack of similar custom home sales located within the area.

- The sales comparison approach considered five closed sales to determine the market value for the subject property. The comparable's used indicated range of value from \$591,200 to \$617,500. From the sales used in the analysis all comparable's were considered due to the lack of similar sales in the area.

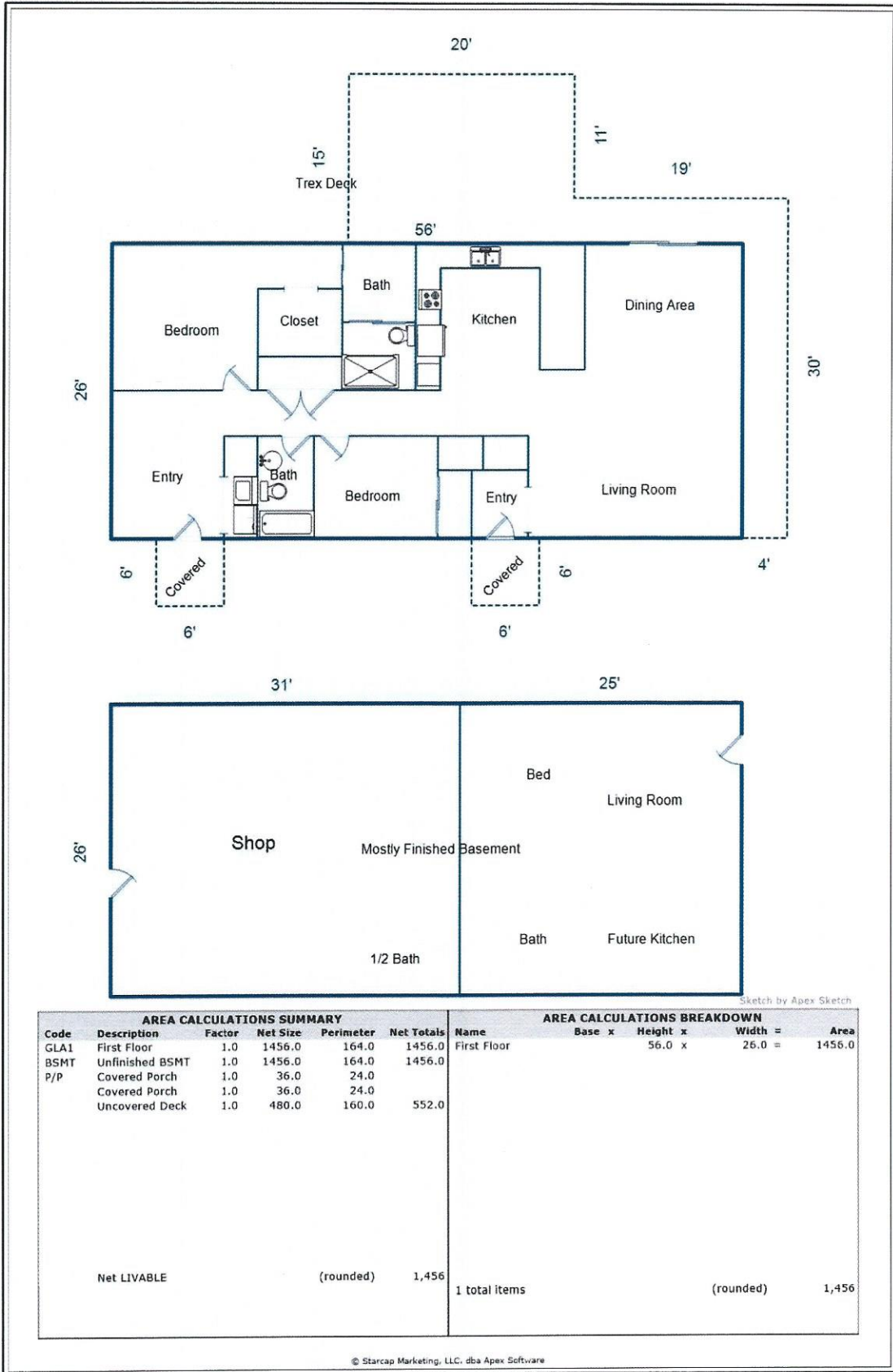
- The income approach was considered but not used as insufficient rental data was located for single family homes sales within the area because they are normally purchased for shelter and not for investment purposes.

In conclusion: The analysis above has considered all effects on market, including the three approaches to value with the most weighting applied to the sales comparison approach, as it best reflects the sales activity within the area that can be compared to the subject property.

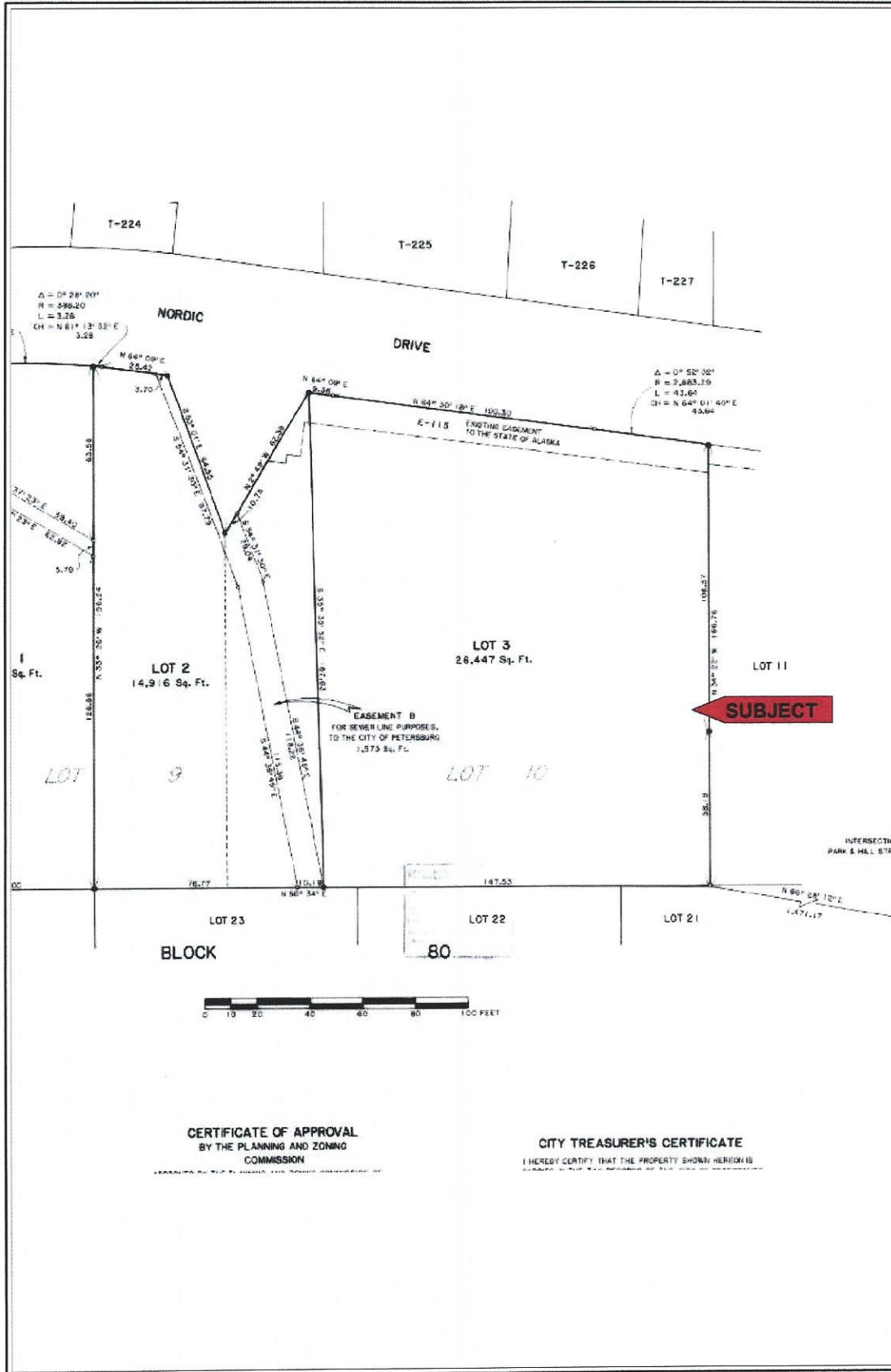
It is my opinion that the AS-IS value for 802 N. Nordic, Petersburg, Alaska 99833, as of April 9th, 2020, assuming reasonable marketing time to be:

\$600,000
***** SIX HUNDRED THOUSAND DOLLARS *****

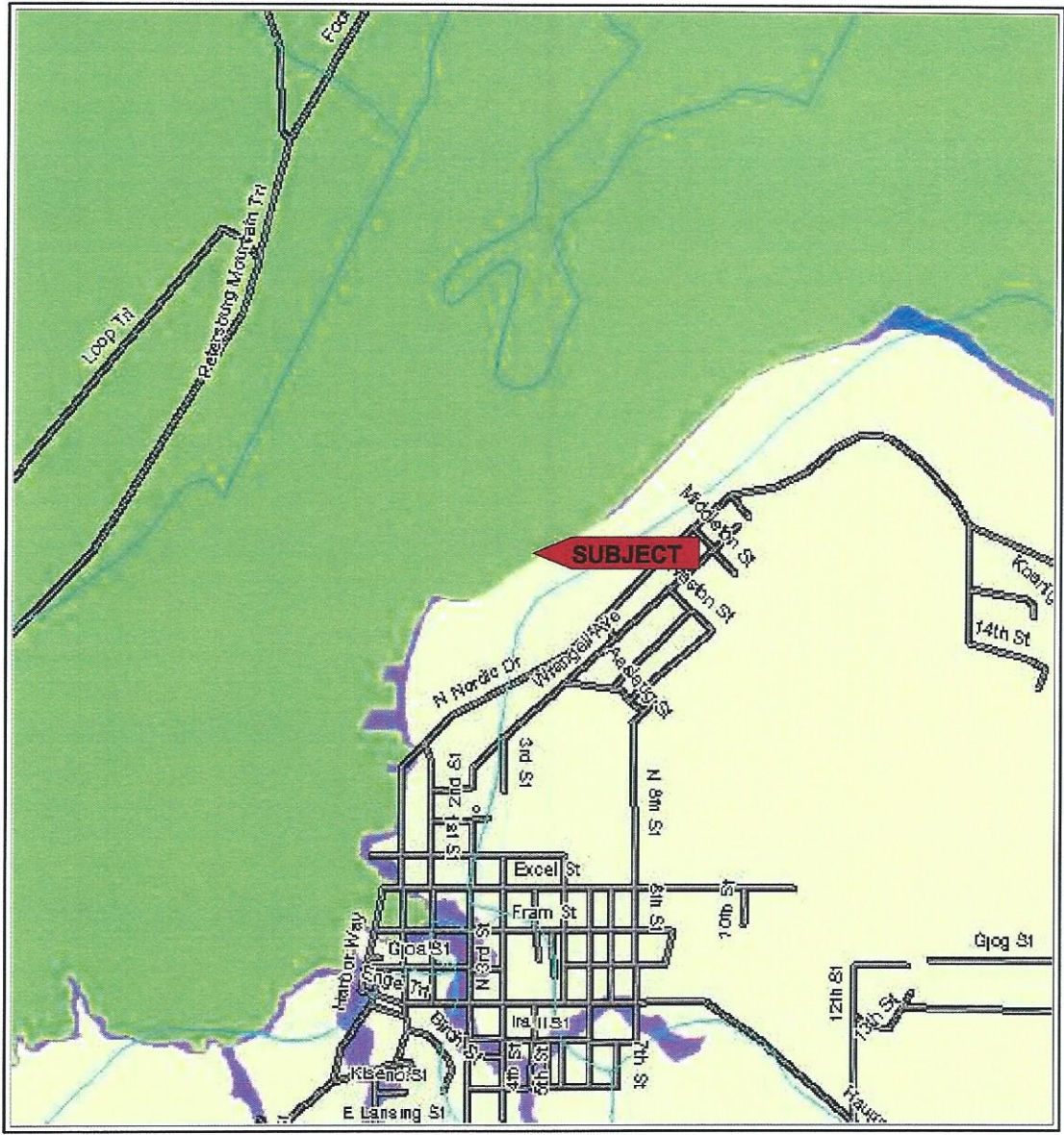
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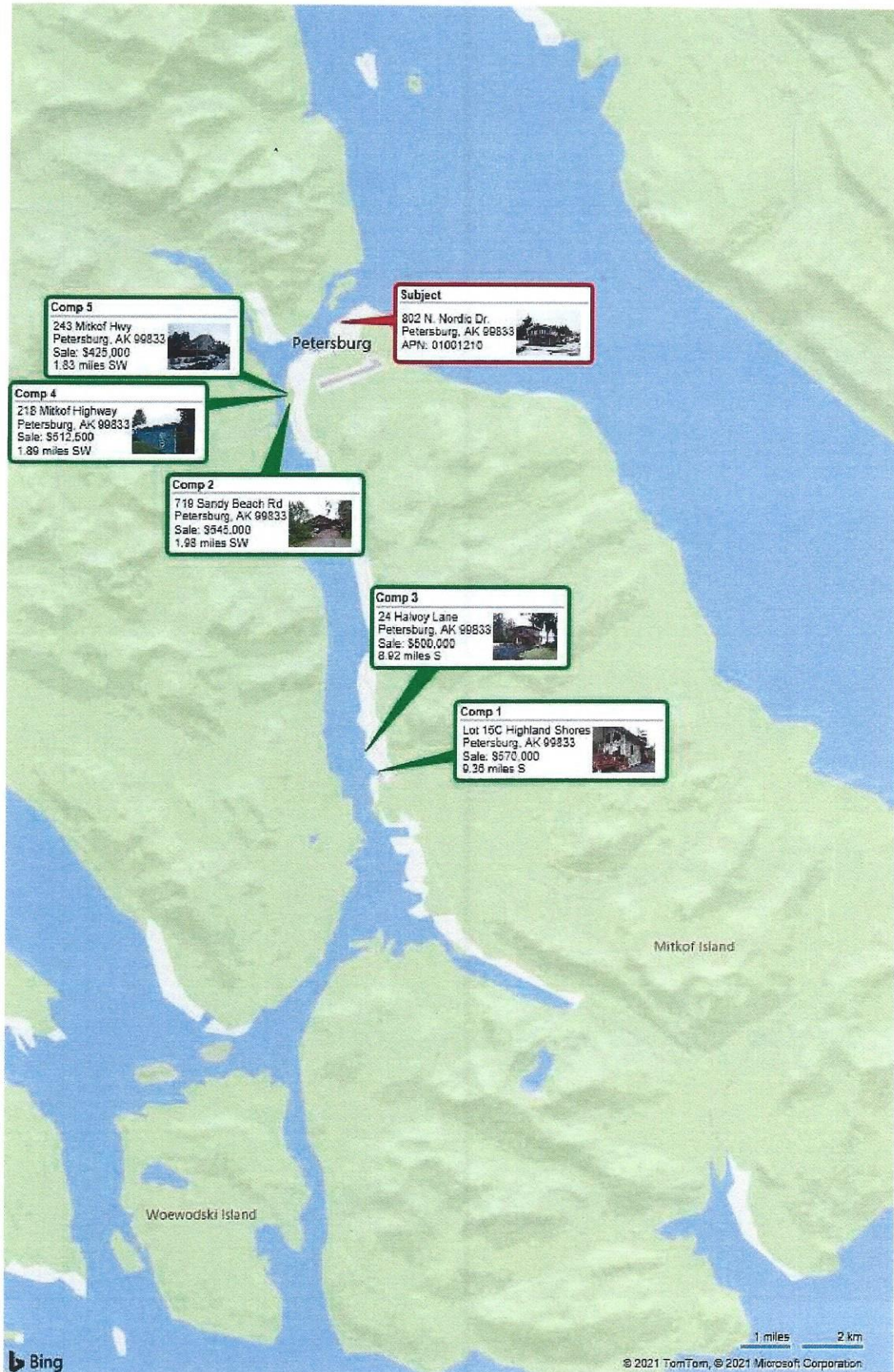
- Flood Map Legends**
- Flood Zones
- Areas inundated by 500-year flooding
 - Areas outside of the 100 and 500 year flood plains
 - Areas inundated by 100-year flooding
 - Areas inundated by 100-year flooding with velocity hazard
 - Floodway areas
 - Floodway areas with velocity hazard
 - Areas of undetermined but possible flood hazard
 - Areas not mapped on any published FIRM

Flood Zone Determination

SFHA (Flood Zone): _____ Out _____
 Within 250 ft. of multiple flood zones? _____ Not within 250 feet _____
 Community: _____ 020074 _____
 Community Name: _____ PETERSBURG, CITY OF _____
 Map Number: _____
 Zone: C Panel: 020074 0001B Panel Date: 06/01/1982
 FIPS Code: 02280 Census Tract: _____

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Southeast Appraisal Services, LLC
SUBJECT PHOTO ADDENDUM

File No. 07-21-028

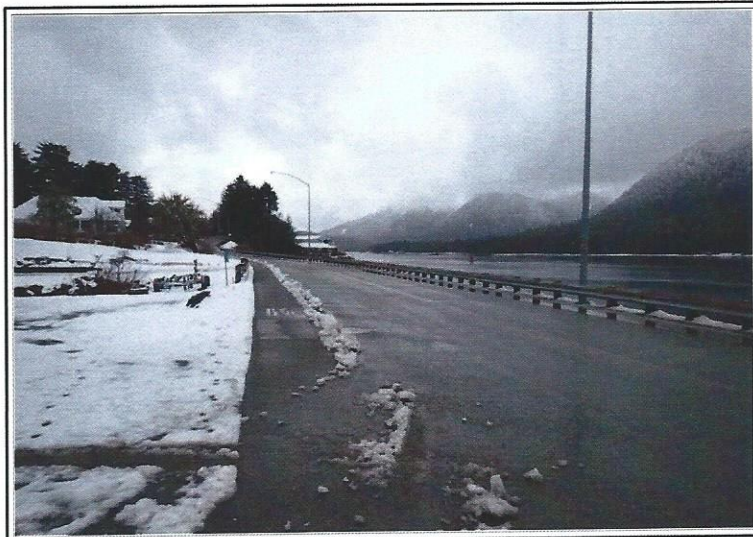
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City	Petersburg	County	Petersburg County	State	AK	Zip Code	99833
Lender/Client	First Bank	Address		2030 Sea Level Dr. Ste 200, Ketchikan, AK 99901			



**FRONT OF
SUBJECT PROPERTY**
802 N. Nordic Dr.
Petersburg, AK 99833



**REAR OF
SUBJECT PROPERTY**

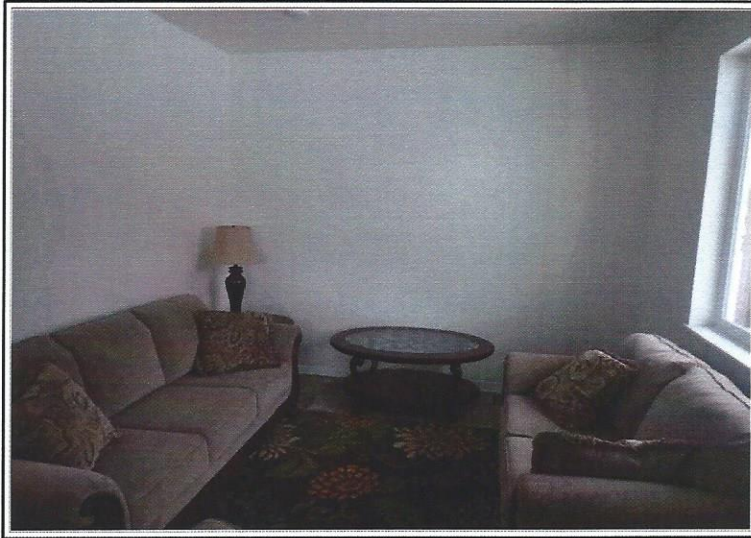


STREET SCENE

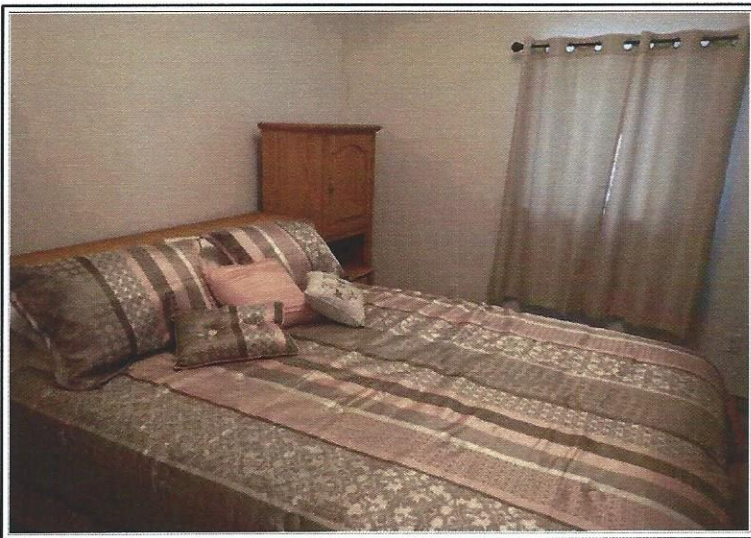
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Basement Living Room



Basement Bedroom



Basement Bathroom

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Utility



Shop Half Bathroom



Shop

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Basement Back Door



Kitchen In Basement



Carport

Southeast Appraisal Services, LLC
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Another Side View

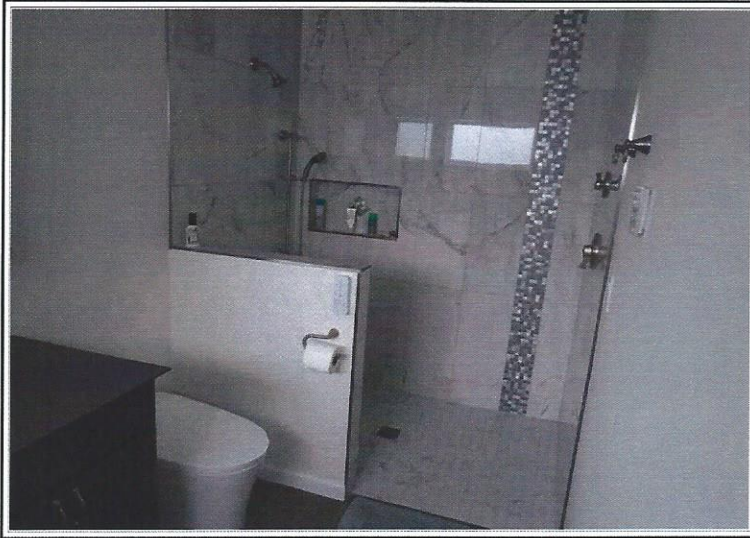


Laundry Room

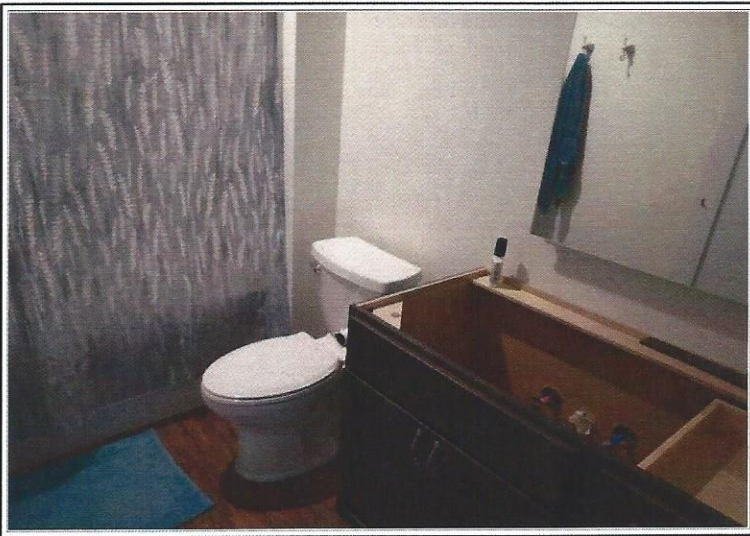


Bedroom

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Master Bathroom

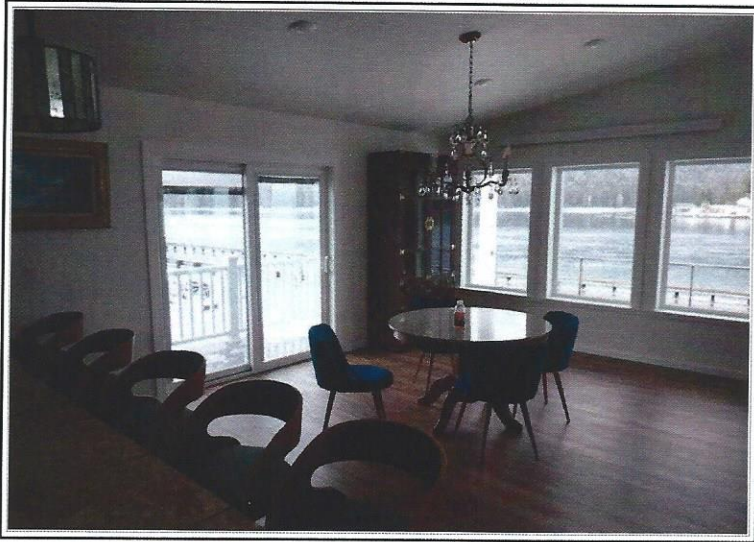


Bathroom

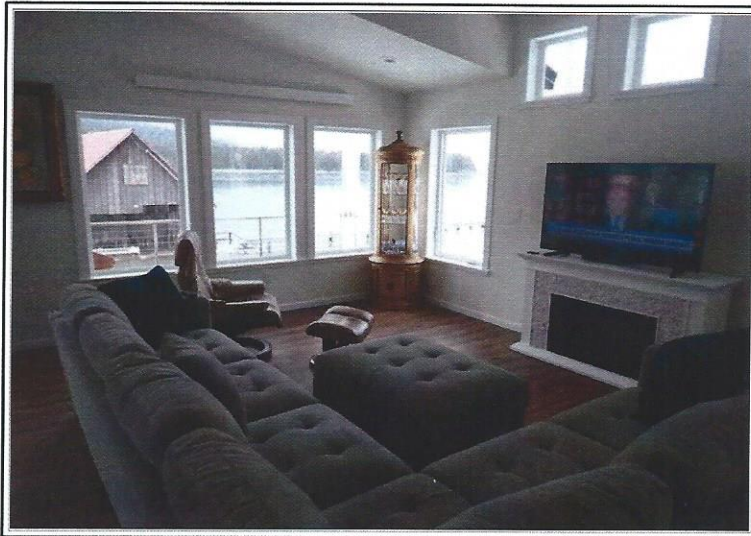


Bedroom

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Dining Room

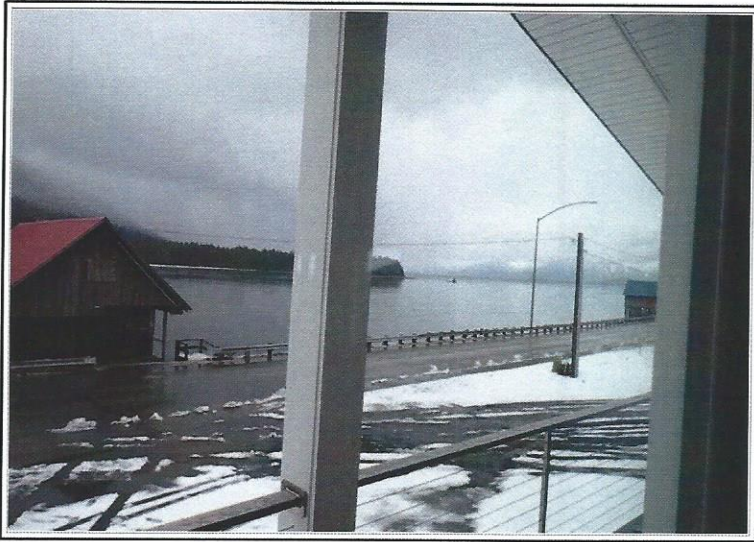


Living Room

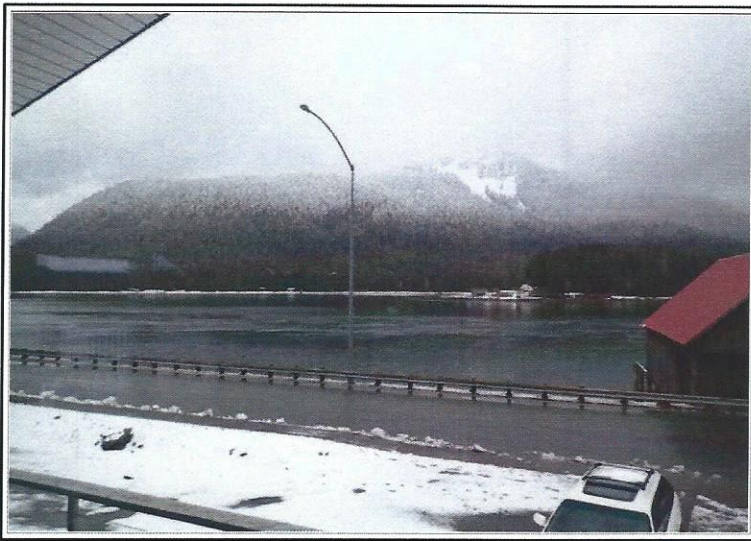


Kitchen

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View



View

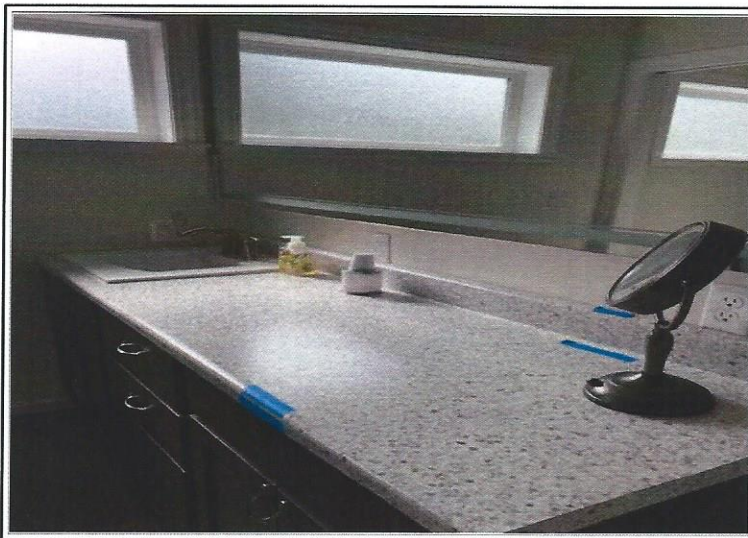


Back Entry

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Countertops Installed



Countertops Installed



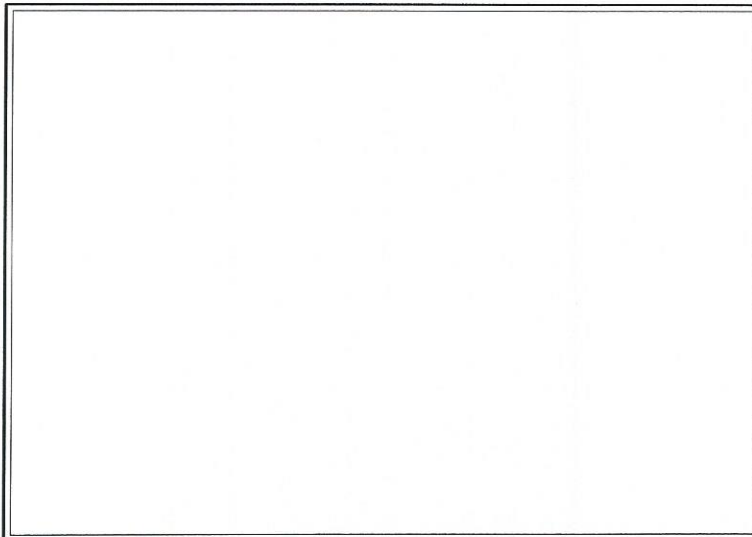
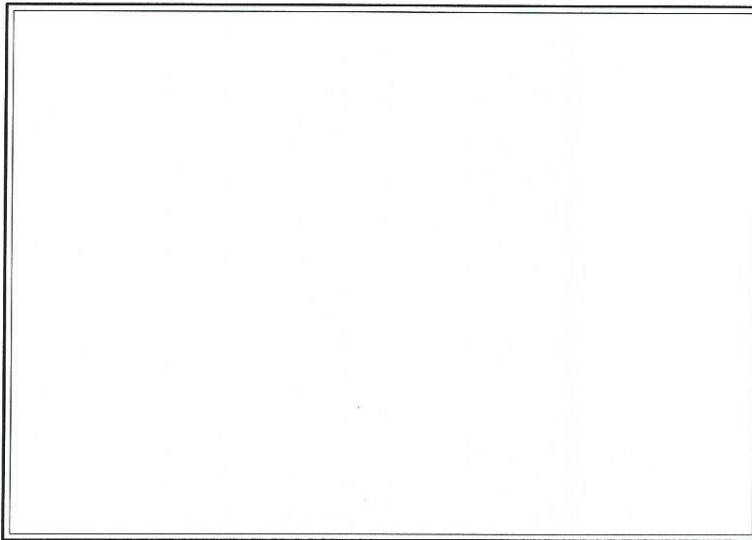
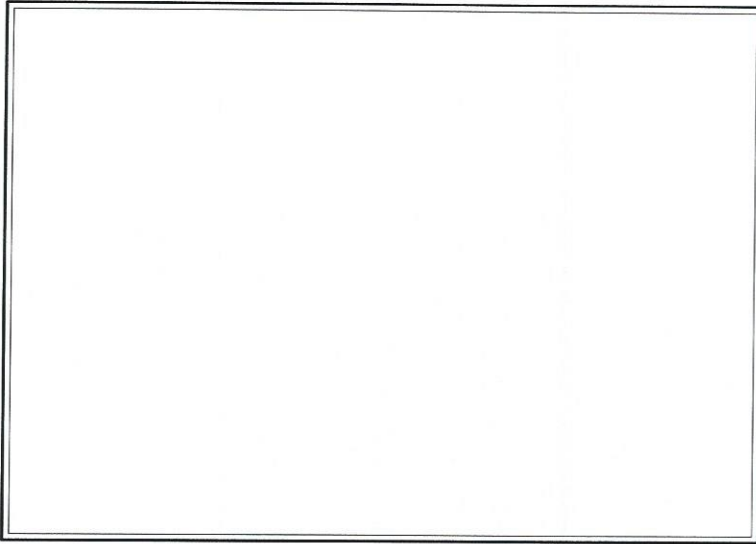
Rails Installed

Southeast Appraisal Services, LLC
SUBJECT PHOTO ADDENDUM

File No. 07-21-028

Item 18V.

Borrower	Steve & Desi Burrell						
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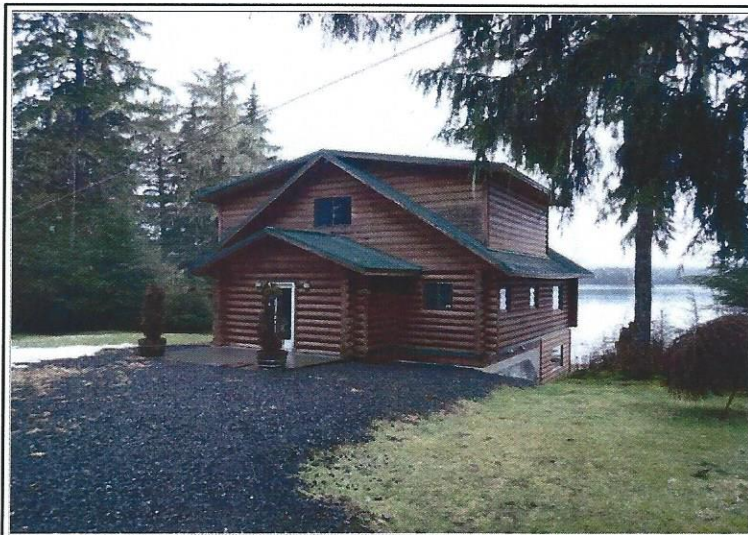
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COMPARABLE SALE # 1
Lot 15C Highland Shores
Petersburg, AK 99833

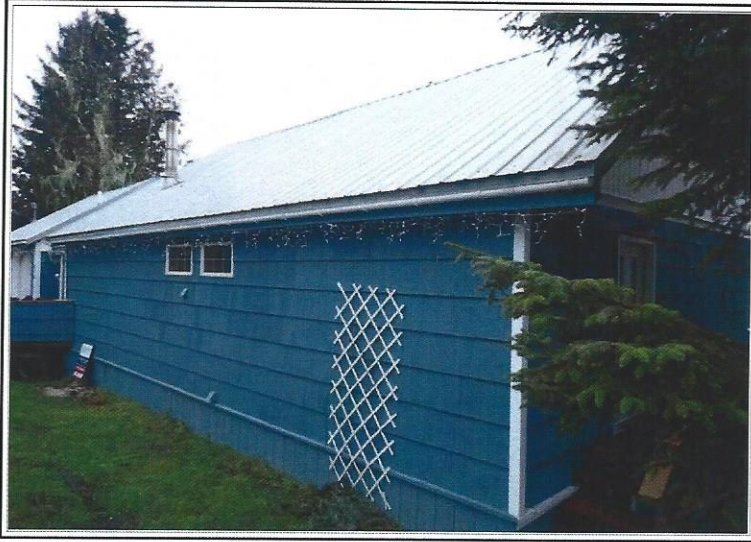


COMPARABLE SALE # 2
719 Sandy Beach Rd
Petersburg, AK 99833

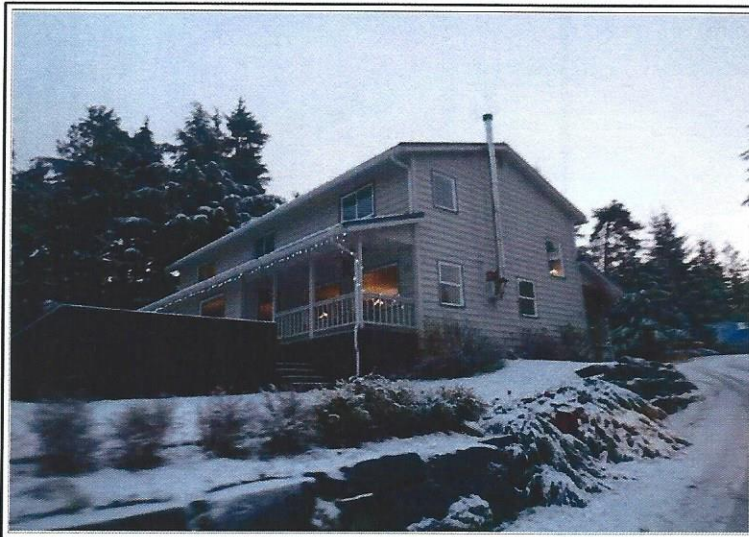


COMPARABLE SALE # 3
24 Halvoy Lane
Petersburg, AK 99833

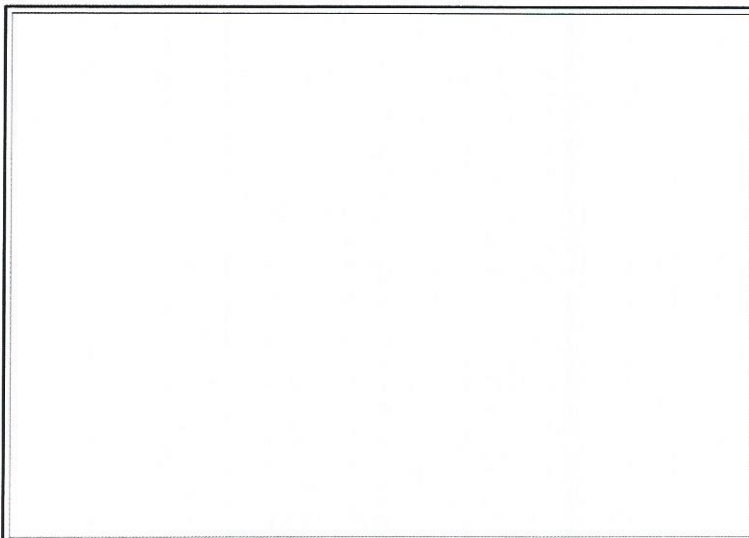
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Property Address 802 N. Nordic Dr.						
City Petersburg	County Petersburg	County Petersburg	State AK	Zip Code 99833		
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COMPARABLE SALE # 4
218 Mitkof Highway
Petersburg, AK 99833



COMPARABLE SALE # 5
243 Mitkof Hwy
Petersburg, AK 99833



COMPARABLE SALE # 6

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
 Name Shawn Kantola
 Company Name Southeast Appraisal Services, LLC
 Company Address P.O. Box 32361
Juneau, AK 99803
 Telephone Number 9077890871
 Email Address skantola@alaskaappraisal.com
 Date of Signature and Report 05/12/2021
 Effective Date of Appraisal 04/09/2021
 State Certification # 702
 or State License # _____
 or Other (describe) _____ State # _____
 State AK
 Expiration Date of Certification or License 06/30/2021

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

ADDRESS OF PROPERTY APPRAISED

802 N. Nordic Dr.
Petersburg, AK 99833

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

APPRAISED VALUE OF SUBJECT PROPERTY \$ 600,000

LENDER/CLIENT

Name No AMC
 Company Name First Bank
 Company Address 2030 Sea Level Dr. Ste 200
Ketchikan, AK 99901
 Email Address _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

File No. 07-21-028

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: *Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: *The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: *The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. It's estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: *The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability are somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: *Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: *Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

File No. 07-21-028

Quality Ratings and Definitions**Q1**

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Requirements - Definitions of Not Updated, Updated and Remodeled**Not Updated**

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components meet existing market expectations. Updates *do not* include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

**UNIFORM APPRAISAL DATASET (UAD)
Property Description Abbreviations Used in This Report**

File No. 07-21-028

Abbreviation	Full Name	May Appear in These Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sales or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garages	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sales or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTrn	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

APPRAISAL COMPLIANCE

Owner	Steven D. & Desiree Burrell		
Address	802 N. Nordic Dr.		
City	Petersburg	County	Petersburg County
Client	First Bank	State	AK
		Unit No.	
		Zip Code	99833

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

I have NOT performed services, as an appraiser or in another capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

I HAVE made a personal inspection of the property that is the subject of this report.

I have NOT made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

Significant assistance was provided by Triston Nyquest, appraiser trainee. Assistance included: data collection and entry, sales comparison entry and consideration.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: I completed an appraisal on the subject in 01/2020.


MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.

A reasonable exposure time for the subject property is 90-180 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 	Signature _____
Name <u>Shawn Kantola</u>	Name _____
Date of Signature <u>05/12/2021</u>	Date of Signature _____
State Certification # <u>702</u>	State Certification # _____
or State License # _____	or State License # _____
State <u>AK</u>	State _____
Expiration Date of Certification or License <u>06/30/2021</u>	Expiration Date of Certification or License _____
Effective Date of Appraisal <u>04/09/2021</u>	Supervisory Appraiser Inspection of Subject Property:
	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only from street <input type="checkbox"/> Interior and Exterior

THIS AGREEMENT made this 4 day of June, 2020, by and between **Rainforest Contracting INC.**, hereinafter called the Contractor, and Steve and Desi Burrell hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named herein agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work shown on the drawings and/or described in the specifications, as it pertains to work to be performed on property located at:

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before June 4, 2020, and shall be substantially completed on or before January 30, 2020. Time is of the essence.

ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of 1,444,050.00 Dollars (\$), subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following:

monthly


ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. All change orders shall be in writing and signed by both Owner and Contractor.
5. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
6. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
7. Contractor agrees to remove all debris and leave the premises in broom clean condition.
8. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
9. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

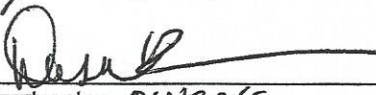

exhibit 2
a pages

10. Contractor warrants all work for a period of 12 months following completion.
ARTICLE 6. OTHER TERMS

Signed this 4 day of June, 2020.



~~Owner~~ contractor

Contractor ~~owners~~

CONSTRUCTION DRAW REQUEST

To: **FIRST BANK** Loan No. 1002540
 From: Steven D. & Desiree M. Burrell ("Owner") Advance No. 8
 Loan Agreement dated 06/19/20 between Owner and First Bank
 Property Location: 802 N. Nordic, Petersburg AK 99833

Owner Certifies to First Bank:

1. The Project is 100 % complete
2. The name, address, telephone number and amount owed to each prime contractor who has furnished labor, material, services or equipment for the project is:

<u>Name:</u>	<u>Address:</u>	<u>Phone No.</u>	<u>Amount Owed:</u>
Rainforest Contracting, Inc		907-772-2006	\$15,637.00
Steve & Desi Burrell			\$8,905.37

3. The amount requested under this request is: \$24,542.37
 The amount that will be paid to each of the above prime contractors is:

<u>Name:</u>	<u>Amount Paid:</u>
Rainforest Contracting, Inc	\$15,637.00
Steve & Desi Burrell	\$8,905.37

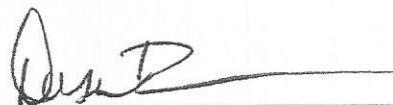
FORM OF PAYMENT: Credit Account No. 1006520

Original Loan Amount: \$452,000.00
 Less advances to date: \$427,457.63
 Less today's advance: \$24,542.37
 Excess Draw Fee: _____
 (if applicable)*
 Funds remaining: \$0.00

After the payment herein requested is made, a total sum of \$452,000.00 will have been disbursed from the Building Loan Account.

*Draw requests are limited to two per month; all draw requests in excess of two will be subject to a \$100.00 charge.

I/WE HEREBY CERTIFY THAT THERE HAS BEEN NO CHANGE IN THE PLANS AND SPECIFICATIONS, OR INCREASE IN COSTS, WHICH HAVE NOT BEEN APPROVED BY FIRST BANK. I certify that I (or an authorized representative) have visited the project with in _____ days prior to the date of this certificate, to determine the true basis of cost upon which I hereby certify this payment. I further certify that all prior work and the work, labor, and materials, to be paid for under this request for payment are satisfactory and in accordance with the contract drawings, and there have been no changes thereto other than those approved by First Bank.

Date: 5/10/21 Owner: 

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 5/24/2021
Closing Date 5/27/2021
Disbursement Date 5/28/2021
Settlement Agent Alaska Escrow & Title
File # 61037
Property 802 N Nordic Drive
 Petersburg, AK 99833
Appraised Prop. Value \$600,000

Transaction Information

Borrower Steven D Burrell and Desiree M Burrell
 PO Box 275
 Petersburg, AK 99833
Lender First Bank

Loan Information

Loan Term 30 years
Purpose Refinance
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID # MTG003791
MIC #

Loan Terms		Can this amount increase after closing?
Loan Amount	\$468,670	NO
Interest Rate	3%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,975.93	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments		Years 1-30
Payment Calculation		
Principal & Interest		\$1,975.93
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	470.71
Estimated Total Monthly Payment		\$2,446.64
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$470.71 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Closing Costs	\$16,142.05 Includes \$10,550.59 in Loan Costs + \$5,591.46 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$0 Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower



exhibit 4

2023 ASSESSMENT NOTICE

Item 18V.



BURRELL STEVE BURRELL DESIREE
PO BOX 275
PETERSBURG, AK 99833-0275

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
802 N NORDIC DR	01-001-210	3/1/2023	3/31/2023

Property Information

Lot Size: 26477 SF; Lot: 3; BLK: 80; Plat#: 85-24; US Survey: USS 1252; Section: 27; Township: T58S; Range: R79E; Zone: SA 1; District: Petersburg - 110

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$214,500	\$613,900	\$828,400
Exemptions SENIOR CITIZEN		\$-150,000	\$-150,000
Taxable Value	\$214,500	\$463,900	\$678,400

Appeal Deadline is March 31, 2023 by 4:30 PM for 2023 Assessment Notices. Tax Bills will be mailed by July 1, 2023. Property taxes are due, in the finance office, by October 16, 2023 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or changes to your property.

Petersburg Borough

12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
Phone #: (907) 772-4425 Fax#: (907) 772-3759

exhibit 5

2022 ASSESSMENT NOTICE



BURRELL STEVE BURRELL DESIREE
 PO BOX 275
 PETERSBURG, AK 99833-0275

Please see the back of your assessment notice. Inquires can be made to Shannon at smccullough@petersburgak.gov or (907) 772-5409

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
802 N NORDIC DR	01-001-210	3/1/2022	3/31/2022

Legal Description
Lot Size: 26477 SF; Lot: 3; BLK: 80; Plat#: 85-24; US Survey: USS 1252; Section: 27; Township: T58S; Range: R79E; District: Petersburg - 110

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$191,500	\$381,900	\$573,400
Exemptions			\$0
Taxable Value	\$191,500	\$381,900	\$573,400

Appeal Deadline is March 31, 2022 by 4:30 PM for 2022 Assessment Notices. Tax Bills will be mailed by July 1, 2022. Property taxes are due, in the finance office, by October 17, 2022 at 4:30 PM. See reverse side for important information.

Please notify the Finance Office of any errors, omissions or needed changes.

Petersburg Borough
 12 S. Nordic Drive or PO Box 329 Petersburg, AK 99833
 Phone #: (907) 772-4425 Fax#: (907) 772-3759

exhibit 85

Appraisal Company of Alaska
341 W Tudor Rd; #202
Anchorage, AK 99503-6639
+1 (907) 5622 424 (Office)

ASSESSMENT REPORT SUMMARY

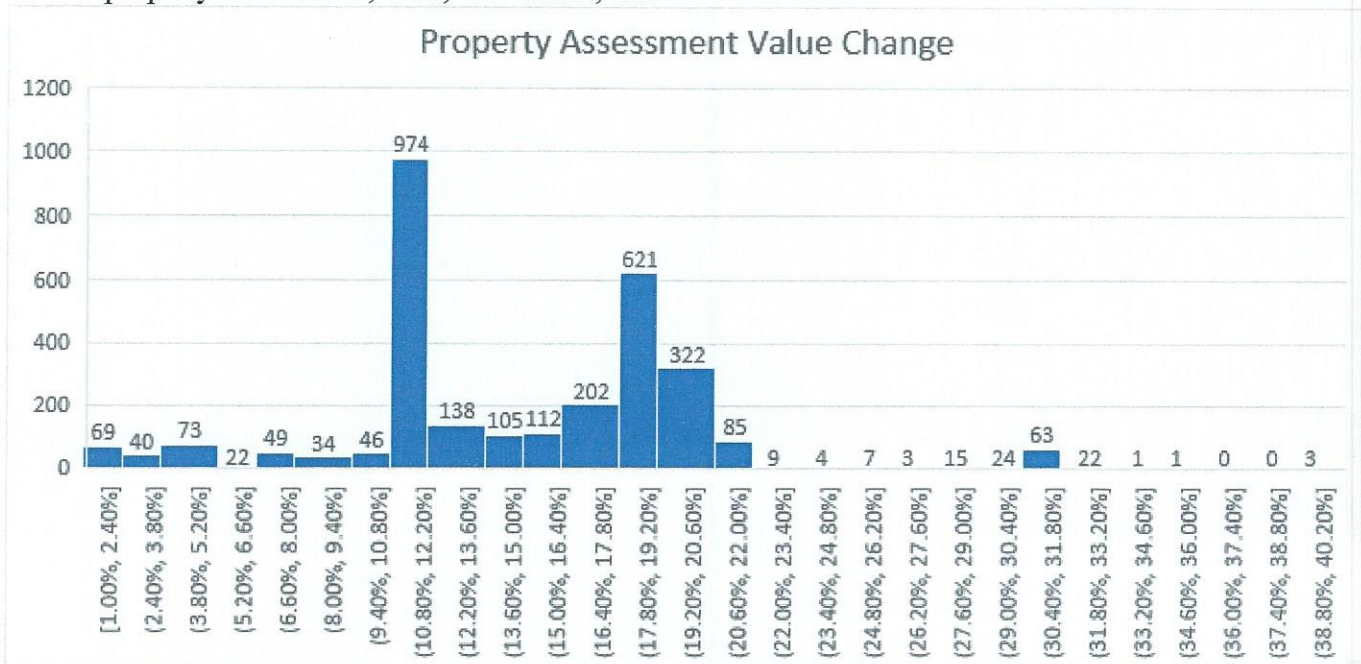
To: Petersburg Borough, Borough Assembly
From: Appraisal Company of Alaska
Date: 2/15/2023
Subject: 2023 Estimated Tax Assessment Report

This is a brief report that includes an estimate of 2023 assessment value totals and changes. More detailed report will be available at the time of the Board of Equalization meeting. All values are subject to change due to appeals and other factors.

For your information – properties are assessed based on constant research for significant facts (sales) to accumulate and analyze in order to estimate the full and true (fair market) value of your property. Finding the full and true market value involves estimating the price most people would pay for it in its present condition. The assessor does not create the value – people create value through their transactions in the marketplace. State law requires your property to be assessed at its full and true value each and every year. The assessor has the legal responsibility to study those transactions and appraise your property accordingly. Values change in the marketplace, whether improvements are made to property or not. Each year assessments are done all over again because the market value changes from one year to the next.

2023 Updates

- Residential Properties: Based on the property market analysis in Petersburg– trends from the past year and past 2 – 3 years show residential property value increase. This year property owners will see the assessed value increase on average by about 15% (majority ranging from 10%...20% - see the graph below) - depending on the characteristics of the property. Part of the increase includes land value updates as well. An increase this year for both land / improvements was required to meet the requirements set by the States Assessors Office. Based on our annual inspections - some properties will see higher value changes than listed above due to construction related to their property – new deck; shed; new house, etc.



44.5 To Burrell Home

Appraisal Company of Alaska
341 W Tudor Rd; #202
Anchorage, AK 99503-6639
+1 (907) 5622 424 (Office)

- Commercial Properties: The only change for commercial properties will be land revaluation and changes in land valuation are ranging from 12%...20%. Some properties will see value change due to our annual inventory review, but it's a small number of properties.
- Sales Ratio Study: As part of our assessment process, we conduct annual reviews of recent property sales; and compare these to the specific property/ies they relate to. Based on the sales ratio study findings an increase for land and improvements are being applied. It's important to highlight that both land and residential property values in Petersburg have been increasing, and this trend still continues as of today. The Assessor's Office is always taking a cautious approach to calculating trends mainly due to lack of available data. Major factors that are contributing to value changes are:
 - Supply / Demand – shortage of housing
 - Costs of Vacant land – site preparation costs
 - Construction Costs – material costs, shipping, labor, etc.

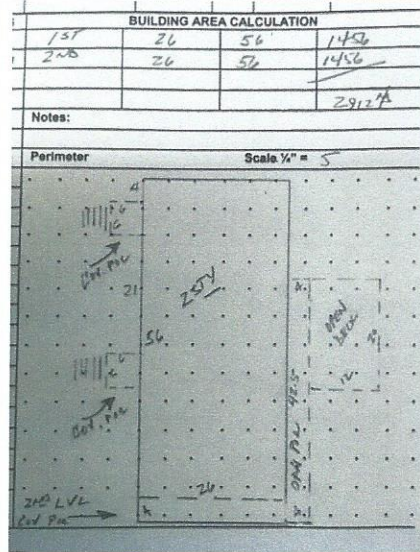
These factors are common across the State and are the driving force of higher property values.



Sincerely,

Michael C Renfro

Contract Assessor



CURRENT OWNER	Property Identification			
STEVE BURRELL DESIREE BURRELL PO BOX 275 PETERSBURG AK 99833-0275	Parcel	01-001-210	Us	R - Residential
	City		Property	SFR
	Mobile Home		Service	S

1456 sq ft
we live in top floor with no access to basement unless we go outside

Property Information							
Improvement	2,912 SF	Year Built	2020	Actual	Land	26,477	SF
Basement	1,320 SF	Effective Age	0		Zone	SF	
Garage		Taxable	Partial Exempt				

1456
what is this?

Legal Description							
Plat #	85-24	Lot #	3	Block	80	Tract	
Doc #	1985-001183-0			Rec. District	Petersburg - 110		
Describe:						Date recorder	

PROPERTY HISTORY							
Year	Taxable Interest	Land	Improvement	Assessed Value	Exempt Value	Taxable Value	Trending
2023	Partial	\$214,500	\$613,900	\$828,400	\$150,000	\$678,400	Res +20%
2022	Fee Simple	\$191,500	\$381,900	\$573,400	\$0	\$573,400	
2021	Fee Simple	\$191,500	\$188,800	\$380,300	\$0	\$380,300	
2020	Fee Simple	\$191,500	\$164,600	\$356,100	\$0	\$356,100	Res +3%

NOTES

9/30/2022 - Improvements 100% complete. MO
 10/11/21 siding hardy plank. Sfr 100% complete
 9/22/20 pick up stick-built 1st flr by 12/31/20. Calc % complete for 2-sty SFR. Est 53% by year end. Lk
 8/31/20 sfr demod. pick up new fdtn/slab 26 x 56 x .5. Recheck fall 2021. Photo. Lk

exhibit 8
4 pages

LAND DETAIL

Market Neighborhood Site Area **26,477** SF Topo **Typical** Vegetatio **Typical**

Access **Public road** Frontage Ft View **Beneficial** Soil **Typical**

Utilities Typical Water Sewer Telephone Electric All None LQC

Comments **20000SF - \$185000 (Site), 6477SF - \$1.00/SF**

SITE IMPROVEMENTS

Site Improvements Total

Description	Area	Unit Value	Adj.	Value	Comments
	20,000	SF x \$10.36		= \$207,200	
	6,477	SF x \$1.12		= \$7,254	
		SF x		=	
		SF x		=	
Total	26,477	SF	Fee Value:	\$214,500	

SUMMARY FEE SIMPLE VALUATION

Inspected By **shannon** Date Inspected **10/11/2021** Valued By **lila koplín** Date Valued **9/25/2020**

VALUATION CHECK	FEE VALUE SUMMARY
The Total Fee Value \$678,400/2,912 SF Indicates \$284.48 Value/SF GBA	Total Residential \$591,500
Income Value = NOI Ratio = NOI / =	Total Commercial Other \$22,400
Comments <input type="text"/>	Total Improvement \$613,900
	Land & Site imp \$214,500
	Total Property Value \$828,400

EXEMPTION DETAIL

Status **Approved** Date Decided **1/10/2023** Date Applied **1/10/2023** PFD Qualifier **Yes**

	Land	Improvements	Total	Percent Occupied
Fee Value	\$214,500	\$613,900	\$828,400	
SENIOR CITIZEN		-\$150,000	-\$150,000	
Total Exempt		-\$150,000	-\$150,000	
Taxable Value	\$214,500	\$463,900	\$678,400	

Comments **STEVEN BURRELL**

RESIDENTIAL

Descriptio	Main House	Property	SFR	Design	2 Story	Bedrooms		
Qualit	Q4 -	Plumbing		Energy	Typical	Bathrooms		
						Other Rooms		
						Total Rooms		
Roof	<input type="checkbox"/> Typical <input type="checkbox"/> Comp <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Wood shingles <input type="checkbox"/> Other						Year Built 2020	Actual
Exterior	<input type="checkbox"/> Typical <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input checked="" type="checkbox"/> Cement Fiber <input type="checkbox"/> Log <input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Other						Effective age	0
Foundation	<input type="checkbox"/> Typical <input type="checkbox"/> Concrete Perim <input checked="" type="checkbox"/> Slab <input type="checkbox"/> Piling <input type="checkbox"/> Other						Total Life	60
Heat Fuel	<input type="checkbox"/> Typical <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other						Condition	C4 -
Heat Type	<input type="checkbox"/> Typical <input type="checkbox"/> BB <input type="checkbox"/> Space Heater <input type="checkbox"/> Radiant <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other						Effective age Status	
Interior	<input type="checkbox"/> Typical <input type="checkbox"/> Sheetrock <input type="checkbox"/> Plywood <input type="checkbox"/> Panel WD <input type="checkbox"/> Other							
Floor	<input type="checkbox"/> Typical <input type="checkbox"/> Slab <input type="checkbox"/> Plywood <input type="checkbox"/> Carpet <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood - Laminate <input type="checkbox"/> Other							
Extra Lump Sums							Total	
Porches,	Deck 240SF Covered Porch 36SF						Total	\$18,340

Garage

Built-in SF Basement Garage SF Attached SF Detached SF Carport 916 SF Finished

Comments

Basement

Size	1320	Finished Size							
			Describe						
Description	Status	Area	Base Value	Unit Value	RCN	% Good	Net Value		
2 Story Hous	Finished	2,912	SF \$119.96 1.55	\$185.94	\$541,451	100%	\$541,451		
Carport	Finished	916	SF \$22.32 1.55	\$34.60	\$31,690	100%	\$31,690		
			SF						
			SF						
			SF						
Additional Adjustment									
Lump Sum Total							\$18,340		
Main House Tota							\$591,500		

Comments

OTHER IMPROVEMENTS

Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Covered Porch	Finished	Typical	36	SF	\$115.134	\$4,144.824	100%	\$4,145
Comments	6 x 6			Base	\$74	Factor ?	Age	Life
Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Covered Deck	Finished	Typical	104		\$69.936	\$7,273.344	100%	\$7,273
Comments	4 x 26			Base	\$45	Factor ?	Age	Life
Description	Features	Quality	Size	Units	Unit Value	RCN	% Good Ad Adj.	Net Value
Open Porch	Finished		170	SF	\$64.635	\$10,987.95	100%	\$10,988
Comments	4 x 42.5			Base	\$42	Factor ?	Age	Life