



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, November 19, 2024

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Work Session: Options for Enacting Economic Development Property Tax Exemption](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Appointments to the Providence Valdez Medical Center Community Advisory Council, Applicants: George Keeney and Jason Weber](#)
2. [Appointment to the Economic Diversification Commission, Applicant: Carl Oberg](#)
3. [Approval To Go Into Executive Session Regarding Alaska Trappers Association Attorneys' Fees Appeal](#)

VI. ORDINANCES

1. [#24-13 - Amending Chapter 17.80, Section 17.80.090 of the Valdez Municipal Code Titled Short-term Rentals. Second reading. Adoption.](#)
2. [#24-14 - Amending Title 3, Chapter 3.12.040 of the Valdez Municipal Code by Establishing a Tax Exemption for Certified Volunteer Firefighters and Emergency Medical Services \(EMS\) Providers. First Reading. Public Hearing.](#)
3. [#24-15 - Amending Title 2, Chapter 2.06, Section 2.06.020 of the Valdez Municipal Code Increasing Mayor and City Council Compensation. First Reading. Public Hearing.](#)

4. [#24-16 - Enacting Chapter 3.30 of the Valdez Municipal Code Entitled Oil And Gas Exploration, Production, Pipeline Transportation, and Spill Prevention And Response Property Tax. First Reading. Public Hearing.](#)

VII. RESOLUTIONS

1. [#24-50 - Awarding a Housing Land Development Grant to the Evergreen Vista Addition #1 Planned Unit Development for the Purpose of Developing Residential Dwelling Units and Further Committing to Standards Set Forth in a Development Agreement Between the City of Valdez and the Alaska Corporation for Affordable Housing \(Developer\) for the Development of the Evergreen Vista Addition #1 Planned Unit Development](#)
2. [#24-51 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 23-75 Formerly Naming Such Rates and Fees](#)
3. [#24-52 - Amending the 2024 City Budget by Accepting a Brennan Matching Fund Project Grant from the National Oceanic Atmospheric Administration and Authorizing the Re-Allocation of \\$75,000 for Required Matching Funds for the Port of Valdez Hydrographic Survey](#)

VIII. REPORTS

1. [Procurement Report: Professional Services Agreement With Bell and Associates for Survey of Cooperative Resource Management Area and Associated Trail System.](#)
2. [Monthly Treasury Report: August 2024](#)
3. [Monthly Treasury Report: September 2024](#)

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

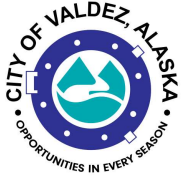
1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

X. COUNCIL BUSINESS FROM THE FLOOR

XI. EXECUTIVE SESSION

XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT



Legislation Text

File #: 24-0458, **Version:** 1

ITEM TITLE:

Work Session: Options for Enacting Economic Development Property Tax Exemption

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

The City Council has expressed interest in exploring this local exemption option.

Changes to state law in 2022 and 2024 made the allowable local economic development tax exemption under AS 29.45.040(m) much more flexible.

Staff from several city departments worked collaboratively to discuss options and consider details of what administering a program of this nature would require. Attached are:

- A summary of key recommendations from staff on how an initial program could be structured and what additional considerations exist.
- A rough draft of an ordinance

The goal of this work session is for Council Members to review staff recommendations and provide feedback to city administration on the proposed exemption program.



Overview of Proposed Ordinance Temporarily Exempting Certain Types of Economic Property from Property Taxes Development

Goal:

Enacting optional economic development property tax exemptions allowed under AS 29.45.050 (m) is to support the following

2 key areas to include in the construction of the ordinance:

- 1) Improvements to property located in the downtown area:
 - a. Goal: Revitalize the downtown area and spur new economic activity
 - b. Tied to town center place type
 - c. Longer time frame (10 years)
 - d. Encouraging mixed use development, increase in multifamily housing and in-fill
 - e. Including new construction and renovation

- 2) Encouraging housing development in residential areas:
 - a. Goal: Increase the availability of residential units.
 - b. Tied to New Town Neighborhood place type
 - i. Alternately, this could be expanded to include other residential place types.
 - c. Shorter time frame (3 years)
 - d. Encouraging in-fill and housing development where public utilities already exist
 - e. Specific to the creation of new housing units

General staff recommendations:

- Ensuring that targeted areas/ development types align with specific goals from the comprehensive plan
- The effective date of state law should align with the start of allowable exemptions – Improvement made since August 13, 2024.
- The timeline for exemption should start from application date moving forward.
- Keeping these all specific to exemptions – no deferrals
- Exemptions to be tied to the increase in assessed value attributable to the new construction or renovation
- Keeping “economic development” broadly defined and aligned with state law
- Avoiding judgement calls as to what should qualify
- Granted administratively rather than Council approving each exempt property
- Exemption conveys with property for the allowable timeframe

Other considerations:

- This ordinance could include properties under nuisance abatement orders as well or this could be a separate ordinance added on later.
 - The definition of deteriorated property in AS 29.45.050(o) is overly complex and restrictive

- It would suit our needs better/ simplify things to incorporate properties that are under nuisance abatement orders into the definition of “economic development”
- Is there a specific goal to focus on or type of development that has more value than others? What is the ultimate desired outcome from the program?
- A tiered approach would be possible to encourage and encourage specific types of development that are deemed more important (housing, child care, etc.)
 - Example: Development projects that include housing units in the downtown area having a longer time frame for exemption

Administration of exemption program:

- Application review handled by Clerk’s and Finance like all other property tax exemption programs
 - Keep deadline for exemption application consistent with other exemptions- January 15th of the tax year
 - Require an annual application after initial exemption is granted to ensure continued compliance with code and tracking by COV
 - If an annual application is not submitted the property owner forfeits the exemption for that tax year but can reapply the next year
- Be clear that it is forward looking - from tax year of the application date onward
- Contingent on a certificate of occupancy or certificate of completion
 - Need for clarity that the property will be taxed during the construction/ renovation period
 - Creates incentive to complete projects more quickly
 - Could structure the program so that an applicant could initially apply during construction/ renovation but not get final approval until project is completed
 - Could provide information on the program when someone is proposing development or applying for required permits through the Community Development Department

CITY OF VALDEZ, ALASKA

ORDINANCE #24-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING SECTION 3.12.040 THE VALDEZ MUNICIPAL CODE ESTABLISHING A TAX EXEMPTION FOR ECONOMIC DEVELOPMENT PROPERTY

WHEREAS, AS 29.45.050(m) provides municipalities discretionary authority to partially or totally exempt all or some types of economic development property from taxation for a designated period; and

WHEREAS, the scope of exemptions allowable under this subsection of state law have been substantially broadened by legislative enactments in 2017, 2022 and 2024; and

WHEREAS, allowing an exemption for economic development property supports goal 2.2 of the 2021 Comprehensive Plan, Plan Valdez, to “encourage redevelopment and new development” by “finding ways to streamline, facilitate and incentivize development . . .to generate higher quality development, new investment in under-performing properties and aging buildings, and new construction”; and

WHEREAS, this program would more specifically accomplish goal 2.2 B to “create an incentive program for the infill and redevelopment of properties already served by public water and sewer”; and

WHEREAS, an economic development tax exemption incentivizing housing and other development on properties located in the New Town Site Neighborhood and Town Center place types will also advance goal 2.3 to “promote, protect, and build quality housing” by “identify[ing] and adopt[ing] strategic housing investment areas” (2.3 A) and “develop[ing] housing-directed incentive programs” (2.3 E); and

WHEREAS, AS 29.45.050(o) allows municipalities to partially or totally exempt all or some types of deteriorated property from taxation for up to 10 years once substantial rehabilitation, renovation, demolition, removal, or replacement of any structure on the property begins; and

WHEREAS, establishing this tax exemption program will support two of the four top City Council priorities for 2025: business, economic and workforce development strategies and housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the following amendments are made to Section 3.12.040 of the Valdez Municipal Code:

Section 1.

Section 3.12.040 is hereby amended to read as follows:

3.12.040 Additional exemptions.

A. Seventy-six thousand one hundred fifty-five dollars of the assessed value or the maximum allowed under state law, whichever is greater, of a principal residence owned and occupied by the taxpayer is exempt from taxation. The city council may by ordinance annually adjust the exemption set forth herein by the amount calculated by the State Assessor to reflect the increase, if any, in the annual average cost of living, using the U.S. Department of Labor CPI-U for Anchorage. (Ord. 24-03 § 1; Ord. 22-12 § 1; Ord. 23-01 § 1)

B. The amount of \$10,000.00 of the assessed value of real property owned and occupied as a permanent place of abode by a resident who provides volunteer firefighting services or volunteer emergency medical services in the city is exempt taxation under this chapter.

To qualify for this exemption, on January 1 of the assessment year a person must be certified as:

1. A current and active volunteer of a State of Alaska recognized first responder service, registered fire department or a certified ambulance service located within the city; and
2. If providing volunteer firefighting services, be certified as a firefighter by the Alaska Department of Public Safety; or
3. If providing volunteer emergency medical services, be certified under AS 18.08.082.

The fire chief shall be responsible for certifying that the volunteer has met the criteria established for this exemption and will submit the names to the city clerk annually on or before January 15.

If two or more individuals are eligible for an exemption for the same property, not more than two exemptions may be granted.

No exemption under this section may be granted except upon written application on a form prescribed by the city clerk. The application must be filed with the city clerk no later than January 15 of the tax year for which the exemption is sought.} (Assuming ORD 24-14 is enacted)

C. An amount equal to the increase of assessed value directly attributable to improvements made to properties for economic development purposes may be exempted from property taxes under the conditions listed in this section.

1. The construction of a new structure located in the town center place type may qualify for an exemption under this section for a period of ten years.

2. The major renovation of an existing structure in the town center place type may qualify for an exemption under this section for a period of ten years.

3. The construction of one or more residential units in the new townsite neighborhood place type may qualify for an exemption under this section for a period of three years.

No exemption under this section may be granted except upon written application on a form prescribed by the city clerk. The initial application must be filed with the city clerk no later than January 15 of the tax year for which the exemption is sought.

The city shall require an application annually by the property owner no later than January 15th each subsequent tax year of the exemption period attesting that the property remains in compliance with this section. Failure to comply with the conditions this section will result in the exemption being deemed invalid for the subject property.

The initial application for exemption shall include:

1. A statement from the property owner regarding how the improvements to the property support economic development in Valdez.

2. Proof that all required permits for the proposed improvements have been issued.

3. An acknowledgment that the property owner is required to comply with all applicable local, state and federal laws.

4. A certificate of occupancy or certificate of completion from the community development department issued after August 13, 2024.

5. An acknowledgement by the applicant that the property will be fully taxable when no longer eligible for exemption under this section.

The initial application may be reviewed and conditionally approved by the city clerk if the applicant provides proof that all required permits for the proposed improvements have been issued, however no exemption shall be granted prior to the issuance of a certificate of occupancy or certificate of completion.

The exemption period shall be based on the date of final approval of the application. Qualifying economic development property remains taxable at the full assessed value until a certificate of occupancy or certificate of completion has been issued.

In this section:

1. "Economic development" has the meaning given in AS 29.45.050(m).

2. "Increase in the assessed value directly attributable to improvements" means the difference between the assessed value of improvements prior to a

project commencing and the assessed value of improvements after the certificate of occupancy or certificate of completion has been issued.

3. "Major renovation" means improvements to existing structures on an eligible property that result in at least a 25% increase in assessed value of improvements to the property.

4. "New townsite neighborhood place type" has the meaning given in the adopted Comprehensive Plan

5. "Town center place type" has the meaning given in the adopted Comprehensive Plan

Section 3. This ordinance shall take effect immediately upon adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2024.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

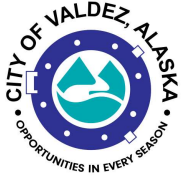
Sheri L. Pierce, MMC, City Clerk

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:

APPROVED AS TO FORM:

Jake Stasser, City Attorney

Brena, Bell, & Clarkson, P.C



Legislation Text

File #: 24-0450, **Version:** 1

ITEM TITLE:

Appointments to the Providence Valdez Medical Center Community Advisory Council, Applicants: George Keeney and Jason Weber

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

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

RECOMMENDATION:

Appoint applicants.

SUMMARY STATEMENT:

George Keeney and Jason Weber have applied to fill existing vacancies on the PVMC Community Advisory Council.

If appointed Keeney and Weber will fill each fill a regular vacancy for a full 3 year term expiring in October of 2027.

Application materials are attached.

GEORGE R. KEENEY

SKILLS

Emergency Medical Services
Disaster Response Expert and Trainer
Emergency Trauma Instructor
Emergency Incident Command Center Coordinator
Public Works Planning and Management

OBJECTIVE

To leverage my 20+ years of public works and emergency response experience and expertise into community service and development, security and response programs

EXPERIENCE

Adjunct Instructor | PWSC | 2016-2018

Instructor of ETT, EMT 1; Leadership of community training for emergency response teams; LEPC board member

Fire Chief/Emergency Manager | City of Valdez | 2005-2015

Leadership of a career and volunteer fire and EMS response team; Development of a robust disaster response and mass casualty team; Coordination of emergency management with ADHS & EM

Public Works Director | City of Valdez | 2000-2005

Balanced projects for the city including capital improvement projects; Leadership of maintenance, streets, facilities, water and wastewater, bailer and landfill

Public Works Director | City of Cordova | 1993-2000

Balanced projects for the city including capital improvement projects; Leadership of maintenance, streets, facilities, water and wastewater, bailer and landfill

CERTIFICATIONS

EMT III & Firefighter
ICS Instructor
Community Emergency Response Team Instructor
Mass Trauma Response
Mass Inoculations Training
Alice Active Shooter



[Redacted contact information]



[Redacted contact information]

VOLUNTEER EXPERIENCE OR LEADERSHIP

Captained a team of volunteers to help build a new playground for Hermon Hutchens Elementary School; Volunteer EMT III and fireman prior to 2005; Coordinated mass casualty drills

GEORGE R. KEENEY

REFERENCES

Sue Heck

Director /CEO

Southern Region EMS Council

[REDACTED]
Anchorage, Alaska

Joanie Behrends

EMS Captain/EMT Instructor/EMT3
Cordova Volunteer Fire Department

[REDACTED]
[REDACTED]

Mike Sutton

Director ADHS&EM

[REDACTED]

[REDACTED]

Sheri Pierce CMC

City Clerk

City of Valdez

PO Box 307

Valdez, Alaska 99686

[REDACTED]

[REDACTED]

[REDACTED]

Colleen Price

Emergency Manager

Providence Valdez Medical Center

[REDACTED]

[REDACTED]

[REDACTED]

Application Form

Profile

George R. Keeney

First Name

Last Name

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

HomeAddress

Suite or Apt

City

Valdez

State

Ak.

Postal Code

99686

PrimaryPhone

Alternate Phone

Employer

Retired

Occupation

Why are you interested in serving on the Providence Valdez Community Advisory Council?

I have worked in the government sector for over 30 years. My extensive experience includes budgeting, personnel management and emergency management, as well as construction and building codes. I feel my experience will be an asset to the needs of the community in the medical fields.

How did you learn about this vacancy?

I was asked by several members of the community to join this group since my retirement gives me the time to dedicate to the Advisory Board.

Interests & Experience

Please outline your education, work, and volunteer experience which will assist you in serving on the Providence Valdez Community Advisory Council.

I retired from the City of Valdez as the Fire Chief and Emergency Manager in 2016. I have enjoyed being a medic since I first came to Alaska in 1974. I served in the US Coast Guard from 1974-1978 as a boatswain's mate and EMT. After my service, I returned to Alaska and worked in the villages building water and sewer systems. Working with the US Public Health Service (USPHS) Environmental Branch I started out as a laborer and was quickly promoted to a heavy equipment operator. I was sent to villages and cities to construct a variety of systems necessary for a healthy lifestyle. Afterwards, I was invited to be the City of King Cove's (COKC) Public Works Director. I ran a crew of ten and completed all the work needed to maintain all city services including the power distribution, streets, water and sewer, and solid waste. I went on to be a department head in the city of Cordova. I moved to Valdez to become the Public Works Director. I managed all the services in all the communities and stayed in my budgeted perimeters as approved by the city managers and City Councils.

Prior to my move to Alaska, I went to college in 1980 and completed courses to become a certified welder in Denver, Colorado. I worked for Siecrest Construction and went from operator to a general foreman to a bridge superintendent. I completed major bridges in the Denver and surrounding communities. I managed million dollar projects - from ordering supplies to managing crews up to 74 workers from all the construction trades.

My medical experience has been the backbone of my volunteerism. I completed my training to become an Emergency Medical Tec **14**

three. In King Cove I assisted our Nurse Practitioner in treating trauma patients. I also completed X-rays while the NP was working on other patients. I soon honed my skills in the emergency medical fields. When we moved to Cordova I joined the Fire Department medical team. I also assisted in training EMT's and the public. I was certified to teach the ETT/EMT1 programs for the State of Alaska including the American Heart Association courses for CPR/First Aid. I have been active in the flu shot mass inoculations programs. I was the first in the state to have our community complete a flu clinic and prove our EMT2's and EMT3's could assist in this type of operation working closely with our Public Health nurses and the Ak Public Health department. I also became very active with the Ak Department of Homeland Security and Emergency Management. I worked as the Emergency Manager completing several plans for the City of Valdez. The COV conducted yearly drills to test our plans. Our emergency team had at least one drill or disaster a year that where we tested the plans and then improved them as we completed the operations of the actual response.

I enjoy hunting, fishing, and playing the guitar in my spare time.

Upload a Resume or Letter of Interest

City of Valdez, AK Boards & Commissions (Providence Valdez Community Advisory Council)

Application Form

Profile

Jason Weber
First Name Last Name

Jweber@valdezcityschools.org
Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

[Redacted]
Home Address

Valdez Suite or Apt
City State Postal Code

[Redacted] Alternate Phone
Primary Phone

Valdez City Schools Occupation
Employer Principal / Superintendent

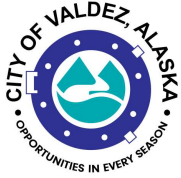
Why are you interested in serving on the Providence Valdez Community Advisory Council?

How did you learn about this vacancy?

Interests & Experience

Please outline your education, work, and volunteer experience which will assist you in serving on the Providence Valdez Community Advisory Council.

Upload a Resume or Letter of Interest



Legislation Text

File #: 24-0451, **Version:** 1

ITEM TITLE:

Appointment to the Economic Diversification Commission, Applicant: Carl Oberg

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Appoint applicant.

SUMMARY STATEMENT:

Carl Oberg has applied to fill an existing vacancy on the Economic Diversification Commission.

If appointed Oberg will serve a full 3-year term ending September 30, 2027.

Application materials are attached.

Carl L. Oberg

Mission First Operations

April 2019 to July 2022, May 2023 to Present

Senior Accountant / Senior Controller

Virtual

- Outsourced accountant and Fractional CFO to a dozen nonprofit clients, 501c3s and 501c4s. 990 preparer for several smaller clients. 50-state charitable solicitation registration.
- Consultant to company leadership in securing new business and expanding services offered.

Mountain States Legal Foundation

April 2019 to May 2023

Chief Operating Officer / Director of Finance

Denver, CO / Remote

- Responsible for the full scope of accounting, financial, and administrative duties necessary to operate a non-profit public-interest law firm with \$3m in revenues and over \$10m in assets.
- Duties include annual budget creation, audit and 990 management, state solicitation registration, board reporting, payroll, accounts payable, and revenue reconciliation.
- In January 2023, took on COO role, encompassing Communications and Development management, enabling the President to focus on fundraising.

CliftonLarsonAllen, LLP

September 2018 to March 2019

Nonprofit Controller, Shared Services Center

Minneapolis, MN

- Managed 3 Team Leads and 12 staff accountants, providing accounting services to over 100 nonprofits.
- Widely varying clients in both size and complexity. Issues included: timely preparation of month-end financials, cash-flow and endowment management, and budget creation and guidance.
- Duties included: onboarding of new clients, workflow and client assignment to staff, and client management.

AlternativePAC

April 2017 to August 2019

Treasurer

Washington, DC

- SuperPAC. Duties included FEC reporting when necessary as well as ongoing financial monitoring.

Ceterus, Inc.

April 2015 to August 2018

Director of Nonprofits

Charleston, SC

- Managed staff of 4 who handled the accounting and back-office activities of over 40 different 501c3, 501c4 and 501c6 nonprofits across the country, several with international components.
- Nonprofit client services include accounting, payroll, tax and regulatory compliance, and audit preparation.
- Clients vary in size from less than \$100,000/year to over \$15 million/year.
- Experienced in both private and government grant reporting financials.
- Clients included: Foundation for Government Accountability, State Policy Network, Foundation for Economic Education, Civitas Institute, America's Future Foundation.

Foundation for Economic Education (FEE)

June 2010 to April 2015

Chief Operating Officer, then Director of Finance

Atlanta, GA

- Transformed 65 year-old organization with implementation of new branding and mission statement, new demographic focus, new programming, and new direction and tone all while staying true to its original purpose and principles.
- Completed 100% staff turnover, filling all positions with self-starting non-profit entrepreneurs.
- Hired driven, new fundraising staff and achieved at least 12% donation growth in last two years.
- Increased FEE's net assets by \$800k since FY2010 while increasing expenditures by \$200k and dramatically expanding the number and scope of programming.

Americans for Prosperity Foundation

June 2009 to May 2010

Policy Associate

Arlington, VA

- Responsible for all state-level policy writing aimed at engaging and motivating activists. Includes op-eds, press releases, media talking points and website content. Regular blogger.

- Researching, updating, and publishing new State Competitiveness Booklets containing information on economic growth, state tax policy, state spending, and debt data.

The Cato Institute

June 2008 to August 2008

Research Intern

Washington, DC

- Researched topics such as Chinese product safety, Central American Free Trade Agreement progress, and foreign direct investment into the U.S. for Cato's Center for Trade Policy Studies.

Woodrow Wilson International Center for Scholars

January 2008 to May

2008 Research Intern

Washington, DC

- Assisted scholar writing a [book on labor and environmental issues](#) in free trade agreements.

U.S. Department of Commerce

September 2001 to December 2007

International Trade Specialist-Middle East

Washington, DC

- Monitored foreign government compliance with bilateral and multilateral trade agreements.
- Promoted business opportunities in post-conflict Iraq, primarily through www.trade.gov/iraq.
- Re-energized the [U.S.-Egypt Business Council](#).

Veridian Corporation (now part of General Dynamics)

July 1997 to September

2001

Associate Program Analyst

Arlington, VA and Lexington Park, MD

- Managed the budgets of Foreign Military Sales cases to Turkey, Singapore and Israel totaling over \$10 million for the Joint Strike Fighter (JSF)/F-35 Program.
- Developed multi-million dollar pricing packages for the F/A-18E/F Super Hornet.

George Mason University

May 2009

Master of Arts in Economics

Fairfax, VA

George Mason University

January 2002

Master of Arts in International Commerce and Policy

Fairfax, VA

American University

May 1997

Bachelor of Arts in International Studies

Washington, DC

American Institute of Certified Public Accountants (AICPA)

October 2021 to Present

Member, Non-CPA Affiliate

Valdez Consortium Library Advisory Board

October 2022 to Present

Secretary

Valdez, AK

Valdez Lodge #4, F. & A.M. of Alaska

September 2022 to Present

Member and Officer, Freemason since 2018

Valdez, AK

History You'll Never Read

May 2018 to August 2019

Podcast Author and Host

Notary Public, State of Alaska

July 2023 to Present

FCC, Amateur Radio license, K0BER

March 2018 to Present

Estonian E-residency

April 2017 to April 2022

Inman Mews Homeowners Association

January 2014 to December 2016

Board Member

Atlanta, GA

Application Form

Profile

Carl _____ Oberg _____
First Name Last Name

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Mission First Operations _____ Nonprofit Controller _____
Employer Occupation

Which Boards would you like to apply for?

Economic Diversification Commission: Submitted

Question applies to multiple boards

Required Time Commitment: All board/committee members and commissioners are expected to (1) be physically present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes I am aware of the time commitment and I am willing and able to commit to these meetings. I work remotely from my home and leave Valdez for business approximately four times per year for meetings.

Question applies to multiple boards

Regular attendance at meetings by commissioners/board members is crucial to the commission/board's ability to conduct business. Attendance for commissioners/board members is tracked. Under current City Council policy, the seat of a board/committee member or commissioner will be considered vacant following three consecutive absences from regular meetings. At that time, the member will be asked to either resign or be removed by formal action of Council to allow other interested citizens a chance to serve. Are you committed to in-person attendance at most, if not all, commission/board meetings? Do you understand you must provide your commission/board staff as much notice as possible if you must be absent to ensure a quorum is available to conduct commission/board business?

Yes, I am committed to in person attendance and will notify of absences.

How did you learn about this vacancy?

Word of Mouth

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I have been on the Library Board for the past two years, and I intend on wrapping up my service with that board in August 2025. I would like to step up my involvement with the city, and I feel my nonprofit, finance, accounting, and economic policy experience make me a very good fit for the Economic Diversification Commission. I have been in town 2 years, have purchased a home, and am committed to the long-term success of this beautiful place.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

I have been a nonprofit corporation executive and consultant full time since 2010. Those nonprofits have focused on economic policy, economic education, and legal policy. I also have a graduate degree in Economics and International Commerce. I believe all of these taken together are well suited to this commission. In addition, I am remote worker here in Valdez, with a special interest in building the infrastructure to make this city even more attractive to those with the ability to work remotely.

Question applies to Economic Diversification Commission

Valdez Municipal Code Chapter 2.60 states members of the Economic Diversification Commission should be diversified to the maximum extent possible. Please select the industry sector which best represents your area of expertise (choose one). *

Professional Services (Attorney, Engineer, Banker, Real Estate, Media, etc.)

Question applies to Economic Diversification Commission

Please describe your qualifications to represent your selected industry sector.

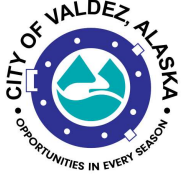
I am a remote non-CPA accountant, with a specialty in nonprofits. I believe this positions me well to represent any kind of professional who might be interested in setting up business in Valdez. I see long-term need for specific infrastructure that can make my type of business (and business generally) attractive to others.

Please describe your vision for the economic future of Valdez.

The terminal and its associate infrastructure and employment is an excellent long-term baseline for the City of Valdez, but I believe there are needs necessary to make the town attractive to a broader range of businesses. In addition, tourism and fishing is well represented. I propose representing "digital nomad" professional possibilities that can pull in not only people like me, but also spouses of people who move her for more established positions. Housing and other base services are still needed, and those are being addressed. I believe co-working locations, transportation options, office services, and increased cultural opportunities could draw even more people.

[COberg_Resume_Oct_2024.pdf](#)

Upload a Resume or Letter of Interest



Legislation Text

File #: 24-0454, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Regarding Alaska Trappers Association Attorneys' Fees Appeal

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)
Unencumbered Balance: [Click here to enter text.](#)
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

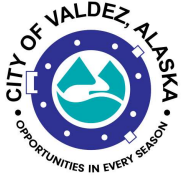
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SUMMARY STATEMENT:

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.
2. Matters which by law, municipal charter, or ordinance are required to be confidential.

Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.



Legislation Text

File #: ORD 24-0013, **Version:** 1

ITEM TITLE:

#24-13 - Amending Chapter 17.80, Section 17.80.090 of the Valdez Municipal Code Titled Short-term Rentals. Second reading. Adoption.

SUBMITTED BY: Kate Huber, Community Development Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 24-13 in second reading for adoption.

SUMMARY STATEMENT:

Ordinance #24-13 amends Valdez Municipal Code Title 17 Chapter 17.80 - Specific Use Standards. Specifically, the ordinance makes modifications to section 17.80.090 - Short-term Rentals.

During the process of developing the application and administration process for the short-term rental permit outlined in this section of Valdez Municipal Code, it was identified that the current ordinance language was written specifically for short-term rentals as an accessory use. Because the revision of Title 17 allows short-term rentals as a primary use, it was intended that the permit process and associated requirements would apply to all short-term rentals. For this reason, the City Manager has requested this revision to the zoning ordinance.

Community Development staff have reviewed the request and find it to be in conformance with Plan Valdez, the adopted 2021 Comprehensive Plan - specifically Goal 2.3 - Promote, protect, and build quality housing and associated Action 2.3C - Revise Title 17 to provide guidelines for short-term rental housing and accessory dwelling units.

Staff finds no anticipated impacts relating to public safety, natural resource protection, natural hazards, public services, and existing land uses as a result of this amendment. The amendment includes clarification regarding the required inspection associated with the short-term rental permit which is expected to support public safety within dwellings used as short-term rentals.

Due to the simplicity of this zoning code text amendment, the Community Development Director determined that no map set or technical studies are required.

No written public comments were received at the time of publishing the agenda.

The Planning & Zoning Commission held a public hearing during their regular meeting on October 23, 2024. No public comments were received. The public hearing was noticed on City of Valdez website, at City Hall, in the KVAK e-newsletter and in the Copper River Record.

During the 10/23 meeting the Planning and Zoning Commission voted to approve a recommendation to City Council to adopt Ordinance 24-13. Some discussion occurred regarding the level of discretion this code section gives the Community Development Director regarding safety inspections. No formal modifications to the ordinance were proposed; however the commissioners did mention the appeal process within Title 17. The Community Development Director also offered that City Council may want to consider further refinement of these requirements after 1-2 years of implementation of the short-term rental permit.

First reading of Ordinance 24-13 took place and the regular City Council meeting on November 7, 2024.

CITY OF VALDEZ, ALASKA

ORDINANCE #24-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA
AMENDING CHAPTER 17.80, SECTION 17.80.090 OF THE VALDEZ
MUNICIPAL CODE TITLED SHORT-TERM RENTALS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments be made to Chapter 17.80, Section 17.80.090 of the Valdez Municipal Code:

SECTION 1. Section 17.80.090 is hereby amended to read as follows:

17.80.090 Short-term rentals.

A. Purpose. The purpose of this section is to establish rules, regulations, and limitations on housing arrangements which are typically an alternative to traditional lodging/accommodation establishments such as hotels and motels. Short-term rentals provide lodging or housing for terms less than thirty days.

B. Applicability. The standards herein apply to all short-term rentals as allowed ~~as accessory uses in residential and commercial zones~~ pursuant to Table 17.16.040-1. The provisions of this section shall be applicable to all short-term rentals that provide accommodations for terms less than thirty days. Motels, hotels, lodges, and inns, rental cabins, and long-term residential rentals (thirty days or more) are not subject to the provisions of this section.

C. Specific Use Standards.

1. Review. Short-term rentals shall be established through a short-term rental application and permit, provided by the community development department. The city may establish or modify a limit on the number of short-term rental permits it allows within the municipal limits, as established by resolution of the city council.

2. Issuance. Permits will be issued and require renewal on an annual basis. During annual permit renewal period, the applicant must demonstrate that the short-term rental has been active (in both advertising and use) during the prior permit period.

3. Types of Rental Situations. Short-term rentals may be permitted as one of the following:

a. Dwelling Units. In these situations, a temporary tenant/guest may rent and occupy an entire dwelling unit which may include a house or apartment. These units typically possess a kitchen, bathroom, and any number of sleeping rooms. Dwelling units may have the capacity to support multiple temporary tenants.

b. Rooms Within Dwelling Units. In these situations, individual sleeping rooms within a dwelling unit are rented/leased to temporary tenants/guests and the larger dwelling unit

may be shared with the permanent resident. Rooms have limited tenant/guest capacity due to their size.

4. Business Registration. Permitted short-term rentals shall maintain an active business registration pursuant to Title 5.

5. Owner/Caretaker Registration. The owner shall register the name and contact information of the responsible caretakers/property manager with the city of Valdez so that public safety officials can effectively respond to neighborhood complaints or safety-related events. The owner shall also post the caretaker/property manager contact information within each rental.

6. Inspection Required. Prior to issuance of a short-term rental permit, the unit will be subject to an inspection to determine that the rental unit is safe for human occupancy and in compliance with the Valdez building code. Each rental unit shall have adequate egress, functional ~~a working~~ smoke detectors, carbon monoxide monitors, and fire extinguishers and other safety features as determined by the Community Development Director. Approved units may be subject to inspection during subsequent renewals.

7. Transferability. Short-term rental permits are for specific properties and are not transferable to any other properties. Short-term rental permits are transferable to a new owner, if the property on which the short-term rental is located changes ownership.

Section 2. This ordinance shall take effect immediately following adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2024.

CITY OF VALDEZ, ALASKA

ATTEST:

Dennis Fleming, Mayor

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Adoption:

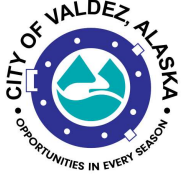
Yeas:

Noes:

Absent:

Abstaining:

Jake Staser, City Attorney
Brena, Bell, & Walker, P.C.



Legislation Text

File #: ORD 24-0014, **Version:** 1

ITEM TITLE:

#24-14 - Amending Title 3, Chapter 3.12.040 of the Valdez Municipal Code by Establishing a Tax Exemption for Certified Volunteer Firefighters and Emergency Medical Services (EMS) Providers. First Reading. Public Hearing.

SUBMITTED BY: Sheri Pierce, City Clerk, MMC

FISCAL NOTES:

Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

Approve Ordinance 24-14 in first reading for public hearing.

SUMMARY STATEMENT:

The City Council has expressed support for incentives to recruit and retain volunteer firefighters and EMS providers. Alaska Statute 29.45.050 allows a municipality by ordinance to exempt from taxation an amount not to exceed \$10,000 of the assessed value of real property owned and occupied by certified volunteer firefighters and EMS providers.

Fire Chief Raynor has reviewed the ordinance and recommends approval. Following adoption, Chief Raynor will provide a list of eligible certified volunteers to the City Clerk. Applications must be filed annually and received by the City Clerk no later than January 15th of the tax year for which the exemption is sought.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 24-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING TITLE 3, CHAPTER 3.12.040 OF THE VALDEZ MUNICIPAL CODE ESTABLISHING A TAX EXEMPTION FOR CERTIFIED VOLUNTEER FIREFIGHTERS AND EMS PROVIDERS

WHEREAS, the city council supports incentives to recruit and retain volunteer firefighters and EMS providers; and

WHEREAS, Alaska Statute 29.45.050 allows a municipality by ordinance to exempt from taxation an amount not to exceed \$10,000 of the assessed value of real property owned and occupied by certified volunteer firefighters and EMS providers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendment is made to Title 3, Chapter 3.12.040, of the Valdez Municipal Code:

Section 1. Chapter 3.12.040 is hereby amended to read as follows:

3.12.040 Additional exemptions.

A. Seventy-six thousand one hundred fifty-five dollars of the assessed value or the maximum allowed under state law, whichever is greater, of a principal residence owned and occupied by the taxpayer is exempt from taxation. The city council may by ordinance annually adjust the exemption set forth herein by the amount calculated by the State Assessor to reflect the increase, if any, in the annual average cost of living, using the U.S. Department of Labor CPI-U for Anchorage. (Ord. 24-03 § 1; Ord. 22-12 § 1; Ord. 23-01 § 1)

B. The amount of \$10,000.00 of the assessed value of real property owned and occupied as a permanent place of abode by a resident who provides volunteer firefighting services or volunteer emergency medical services in the city is exempt from taxation under this chapter.

To qualify for this exemption, on January 1 of the assessment year a person must be certified as:

1. A current and active volunteer of a State of Alaska recognized first responder service, registered fire department or a certified ambulance service located within the city; and
2. If providing volunteer firefighting services, be certified as a firefighter by the Alaska Department of Public Safety; or
3. If providing volunteer emergency medical services, be certified under AS 18.08.082.

The fire chief shall be responsible for certifying that the volunteer has met the criteria established for this exemption and will submit the names to the city clerk annually on or before January 15.

If two or more individuals are eligible for an exemption for the same property, not more than two exemptions may be granted.

No exemption under this section may be granted except upon written application on a form prescribed by the city clerk. The application must be filed with the city clerk no later than January 15 of the tax year for which the exemption is sought.

Section 2. This ordinance becomes effective immediately upon adoption by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2024.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

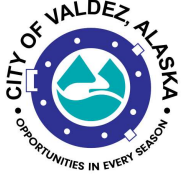
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Stasser, City Attorney
Brena, Bell, & Walker, P.C.

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:



Legislation Text

File #: ORD 24-0015, **Version:** 1

ITEM TITLE:

#24-15 - Amending Title 2, Chapter 2.06, Section 2.06.020 of the Valdez Municipal Code Increasing Mayor and City Council Compensation. First Reading. Public Hearing.

SUBMITTED BY: Sheri Pierce, City Clerk, MMC

FISCAL NOTES:

Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

City Council compensation has not been adjusted since enacted by ordinance in 2016. Council requested an ordinance increasing the current rate of compensation and providing for compensation when in attendance at special meetings and work sessions.

CITY OF VALDEZ, ALASKA

ORDINANCE #24-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING TITLE 2, CHAPTER 2.06, SECTION 2.06.020 OF THE VALDEZ MUNICIPAL CODE INCREASING MAYOR AND CITY COUNCIL COMPENSATION

WHEREAS, compensation for the Mayor and City Council has not been increased since enacted in 2016; and

WHEREAS, the Mayor and City Council receive no compensation for attending special meetings and work sessions; and

WHEREAS, no increase in compensation will take effect until after the next regular election on May 6, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. Chapter 2.06, Section 2.06.020, is hereby amended to read as follows:

2.06.020 Compensation.

A. The mayor shall receive a stipend in the amount of three hundred thirty dollars ~~one hundred twenty five dollars~~ per regular city council meeting attended and one hundred eighty dollars for each special meeting and work session attended.

B. Council members shall receive a stipend in the amount of three hundred dollars ~~one hundred dollars~~ per regular city council meeting attended and one hundred fifty dollars for each special meeting and work session attended.

C. No increase in the compensation of the mayor and council members shall take effect until the council meeting following the first general city election after the increase is ordered.

D. The mayor or council member may decline the stipend upon submission of the required form to the city clerk. (Ord. 16-10 § 1 (part))

Section 2. This ordinance becomes effective on May 7, 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA this _____ day of _____, 2024.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

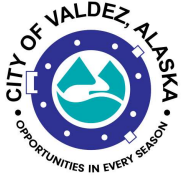
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Stasser, City Attorney
Brena, Bell, & Walker, P.C.

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:



Legislation Text

File #: ORD 24-0016, **Version:** 1

ITEM TITLE:

#24-16 - Enacting Chapter 3.30 of the Valdez Municipal Code Entitled Oil And Gas Exploration, Production, Pipeline Transportation, and Spill Prevention And Response Property Tax. First Reading. Public Hearing.

SUBMITTED BY: Jake Staser and Robin Brena, City Attorneys

FISCAL NOTES:

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

RECOMMENDATION:

Approve Ordinance 24-16 in first reading for public hearing.

SUMMARY STATEMENT:

Ordinance 24-16 related to local taxation of oil and gas exploration, production, and pipeline transportation property deemed not taxable under AS 43.56 is attached for review.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 24-16

AN ORDINANCE OF THE CITY OF VALDEZ, ENACTING CHAPTER 3.30 OF THE VALDEZ MUNICIPAL CODE ENTITLED OIL AND GAS EXPLORATION, PRODUCTION, PIPELINE TRANSPORTATION, AND SPILL PREVENTION AND RESPONSE PROPERTY TAX

WHEREAS, pursuant to Alaska Statute 29.45.010(b), “A home rule or first class municipality may levy a property tax subject to AS 29.45.550 – 29.45.560”; and

WHEREAS, Alaska Supreme Court Opinion No. 7694 states “If [the Department of] Revenue determines that oil and gas property is not taxable under AS 43.56, a municipality may instead tax that property via local ordinance”; and

WHEREAS, Alaska Supreme Court Opinion No. 7694 approvingly cites an Attorney General Opinion stating that the Department of Revenue’s decision that oil and gas property is not taxable under AS 43.56 permits municipalities to independently assess and tax that property; and

WHEREAS, AS 29.45.050(b)(2) provides a municipality may by ordinance “classify and exempt or partially exempt some or all types of personal property from ad valorem taxes”; and

WHEREAS, oil and gas exploration, production, and pipeline transportation property is a unique class of property that has been determined by statute to be a proper category of property for taxation; and

WHEREAS, the City desires to tax oil and gas exploration, production, and pipeline transportation property deemed not taxable under AS 43.56.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT, the following:

Section 1. The City of Valdez hereby enacts Chapter 3.30 entitled Oil and Gas Exploration, Production, and Pipeline Transportation Property Tax as follows:

Chapter 3.30

OIL AND GAS EXPLORATION, PRODUCTION, PIPELINE TRANSPORTATION, AND SPILL PREVENTION AND RESPONSE PROPERTY TAX

- 3.30.010. Taxable Property.
- 3.30.020. Levy of Tax.
- 3.30.030. Assessments.
- 3.30.040. Refunds.
- 3.30.050. Returns.
- 3.30.060. Investigation.
- 3.30.070. Assessment Roll.
- 3.30.080. Assessment Notice.
- 3.30.090. Corrections and adjustments.
- 3.30.100. Appeal.
- 3.30.110. Certification.
- 3.30.120. Supplementary assessment rolls.
- 3.30.130. Collection and deposit.
- 3.30.140. Delinquency.
- 3.30.150. Tax liability.
- 3.30.160. Definitions.

3.30.010. Taxable Property.

A. "Taxable property" means all real and tangible personal property used or committed by contract or other agreement for use in the exploration for, production of, or pipeline transportation of gas or unrefined oil, or in the operation or maintenance of a marine terminal or other facilities used in the exploration for, production of, or pipeline transportation of gas or unrefined oil that is not assessed under AS 43.56.060 is subject to taxation under this chapter. "Taxable property" includes, without limitation, the following:

1. Tangible personal property including vessels, barges, and other machinery and equipment used or committed by contract or other agreement for oil spill prevention and response;
2. Machinery, vessels, barges, appliances, supplies, and equipment;
3. Drilling rigs, wells (whether producing or not), gathering lines and transmission lines, pumping stations, compressor stations, power plants, topping plants, and processing units;
4. Roads, tank farms, tanker terminals, docks and other port facilities, and air strips;

5. Aircraft, vessels, barges, and motor vehicles owned by a person whose principal business in the state is the exploration for, production of, or pipeline transportation of gas or unrefined oil and whose operation of the aircraft, vessel, barge or motor vehicle relates to the conduct of that business;
6. Maintenance equipment and facilities, maintenance camps, and other related facilities and equipment; and
7. Communications facilities owned by a person whose principal business in the state is the exploration for, production of, or pipeline transportation of gas or unrefined oil and whose operation of the communications facilities relates to the conduct of that business.

B. Exemptions from the meaning of “taxable property,” are narrowly limited to the following:

1. Real property otherwise taxed under Chapter 3.12;
2. Fishing vessels;
3. Tanker vessels engaged in the interstate transportation of gas or unrefined oil;
4. Oil and gas pipeline systems owned and operated by a public utility that is certificated under AS 42.05.221 and is regulated by the Regulatory Commission of Alaska;
5. Aircraft and motor vehicles, except aircraft and motor vehicles taxable under Section 3.30.010(A)(5); and
6. Communications facilities, except communication facilities taxable under 3.30.010(A)(7) of this paragraph.

3.30.020. Levy of Tax. An annual tax set at the mill rate applicable to real property set by resolution of the city council under section 3.12.170 is levied each tax year on the full and true value of the property taxable under this chapter.

3.30.030. Assessments. The City shall assess all property taxable under this chapter at its full and true value as of January 1 of the assessment year. Assessments shall be based upon a cost approach with a use premise of value and an economic life based upon the life of proven reserves.

3.30.040. Refunds. In the event property taxed under this provision is later determined to be taxable under AS 43.56 by a final non-appealable judgment, the City shall issue refunds for the amount of tax collected under this Chapter.

3.30.050. Returns. Every person having ownership or control of an interest in property that may be taxable under this chapter shall submit a return in the form and with the verification prescribed by the city, based on property values existing on January 1 of each year. Such returns shall contain a verified, complete, true, and correct rendering of all property that may be taxable. Knowingly failing to file a verified, complete, true, and correct rendering of all property that may be taxable under this Chapter, with intent to reduce taxes shall be punishable by a fine up to \$1,000 or imprisonment for 90 days.

3.30.060. Investigation.

A. The city may make an investigation of property on which a return has been filed or of taxable property upon which no return has been filed. In either case, the city may make its own valuation of the taxable property, which is prima facie evidence of full and true value.

B. An employee or agent of the city may enter any premises necessary for the investigation during reasonable hours and may examine property and appropriate records. The owner of the taxable property shall, upon request, furnish the employee or agent of the city with reasonable assistance required for the investigation. If refused entry or access to records, the city may seek a court order to compel entry or access to records.

C. For the purpose of the investigation, the owner of the taxable property or representatives of the owner designated by the city may be required to appear for examination under oath by the city.

3.30.070. Assessment Roll. The city shall prepare annually the assessment roll for taxation under this chapter. The roll must contain a description of all taxable property, the assessed value of all taxable property, and the names and addresses of persons owning property subject to assessment and taxation.

3.30.080. Assessment Notice. On or before March 1 of each year, the city shall send to every owner of taxable property named in the assessment roll a notice of assessment, showing the assessed value of the property. Notice of assessment is effective on the date of mailing.

3.30.090. Corrections and adjustments. An owner of taxable property may advise the city of any errors or omissions in the assessment. The city may correct errors or omissions in the assessment roll. If errors found in the preparation of the assessment roll are adjusted, the city shall mail a corrected notice allowing thirty days for appeal to the board of equalization. If the property owner has timely filed an appeal prior to the issuance of a corrected notice, the appeal process shall proceed as provided in Section 3.12.110.

3.30.100. Appeal. An owner of taxable property receiving an assessment notice may appeal an assessment as provided in Section 3.12.110.

3.30.110. Certification. No later than June 1 of each year, the city shall certify the final assessment roll and mail to the owner of the taxable property or an authorized agent a statement of the amount of tax due.

3.30.120. Supplementary assessment rolls. The city shall include property omitted from the assessment roll on a supplementary roll.

3.30.130. Collection and deposit. The tax levied by under this chapter is payable to the city on or before June 30 of the taxable year.

3.30.140. Delinquency.

A. When the tax levied under this chapter becomes delinquent, penalty, interest, and costs accrue as follows:

1. Penalty. A penalty of eight percent on the unpaid balance of a tax installment that was due shall be added to the delinquent tax.

2. Accrual of Interest. In addition to the penalty set out in subsection (A)(i) of this section, interest not to exceed the rate of fifteen percent per year shall be charged on the unpaid balance of delinquent taxes. No interest shall be applied until the first day of the month following the due date of the tax bill. When interest is to be applied, it shall be calculated on a monthly basis. All interest charged on tax payments shall be applied only on the principal, not on penalties or costs, and shall run from the date when the installment was due to the time it is paid.

3. Costs & Fees. In addition to the penalties and interest provided for this subsection, the actual, reasonable costs and fees associated with the collection of current or delinquent taxes, interest, or penalties shall be charged.

B. Application of Payments. Any payment received shall be applied first to delinquent taxes in the order that the taxes became delinquent and in the following order for each delinquent tax:

1. Costs & Fees.

2. Penalty.

3. Interest.

4. Principal tax.

3.30.150. Tax Liability.

A. The owner of assessed personal property is personally liable for the amount of taxes assessed against the property. The tax, together with penalty and interest, may be collected in a personal action brought in the name of the city.

B. Property taxes, together with penalty and interest, are a lien upon the property assessed, and the lien is prior and paramount to all other liens or encumbrances against the property.

3.30.160. Definitions.

In this Chapter:

A. "Used or committed by contract or other agreement" for those purposes described in Section 3.30.010 means all property that is legally required or otherwise necessary for those purposes including, but not limited to, oil spill prevention and response property and all property used or committed by contract or agreement to a state-approved oil spill response, prevention, or recovery plan including the Trans Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plan, the Valdez Marine Terminal Oil Discharge Prevention and Contingency Plan, and the Prince William Sound Tanker Oil Discharge Prevention and Contingency Plan.

Section 2. This ordinance shall become effective immediately upon final approval and adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this _____ day of _____, 2024.

CITY OF VALDEZ, ALASKA

Austin Love, Mayor Pro Tempore

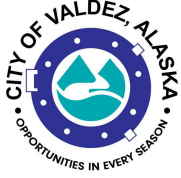
ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jake Staser, City Attorney
Brena, Bell, & Walker, P.C.

Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: RES 24-0050, **Version:** 1

ITEM TITLE:

#24-50 - Awarding a Housing Land Development Grant to the Evergreen Vista Addition #1 Planned Unit Development for the Purpose of Developing Residential Dwelling Units and Further Committing to Standards Set Forth in a Development Agreement Between the City of Valdez and the Alaska Corporation for Affordable Housing (Developer) for the Development of the Evergreen Vista Addition #1 Planned Unit Development

SUBMITTED BY: John Douglas, City Manager

FISCAL NOTES:

Expenditure Required: \$125,000
Unencumbered Balance: \$2,763,914.67
Funding Source: 350-8000-55000

RECOMMENDATION:

Approve Resolution 24-50.

SUMMARY STATEMENT:

The attached resolution awards \$125,000 in Housing Land Development Grant Funds to Alaska Corporation for Affordable Housing (ACAH) contingent on completion of required development work on the Evergreen Vista Addition #1.

The resolution also outlines a baseline for expected standards and authorizes the City Manager to enter into a Developer's Agreement with ACAH stipulating specific terms of the grant award and required work. ACAH has gone through the Planning & Zoning process of developing Planned Unit Development for the Evergreen Vista Addition #1 and meets the qualifications of the Land Development Policy through the scoring criteria.

Additional reference documents attached are:

1. Grant Application from ACAH
2. Land Development Grant Policy Developer's Agreement
3. Land Development Grant Policy

CITY OF VALDEZ, ALASKA

RESOLUTION #24-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AWARDING A HOUSING LAND DEVELOPMENT GRANT TO THE EVERGREEN VISTA ADDITION #1 PLANNED UNIT DEVELOPMENT FOR THE PURPOSE OF DEVELOPING RESIDENTIAL DWELLING UNITS AND FURTHER COMMITTING TO STANDARDS SET FORTH IN THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF VALDEZ AND THE ALASKA CORPORATION FOR AFFORDABLE HOUSING (DEVELOPER) FOR THE DEVELOPMENT OF THE EVERGREEN VISTA ADDITION #1 PLANNED UNIT DEVELOPMENT

WHEREAS, the Valdez Planning Commission approved the Evergreen Vista Addition #1 Planned Unit Development on June 12th 2024; and

WHEREAS, the Developer desires to improve all or a portion of the above described Planned Unit Development through the use of City of Valdez Land Development Fund incentives; and

WHEREAS, a goal of the City of Valdez 2021 Comprehensive Plan Revision, Plan Valdez, is to "encourage redevelopment and new development," and further suggests the action to "create an incentive program for the infill/redevelopment of properties already served by public water and sewer" and

WHEREAS, the City Council has identified housing as their top priority and this project supports their goal of creating additional residential dwelling units with the City of Valdez; and

WHEREAS, the City Manager created a Land Grant Development Policy in 2022, and two prior grants have been approved under this policy; and

WHEREAS, the City desires to assure uniform compliance with plan specifications, implementation of the subdivision regulations, infrastructure requirements, policies, and workmanlike standards of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1: The City of Valdez in cooperation with the Developer shall award Housing Land Grant Funds to the Alaska Corporation for Affordable Housing on the following commitments from the Developer:

- A. Provide for property allowing for the construction of an estimated 20 new income-restricted dwelling units in the Evergreen Vista Addition #1 Planned Unit Development, in the form of 10 duplex-style buildings as approved by the Valdez Planning Commission.
- B. Develop street, water, sanitary sewer, storm sewer, street lighting to allow the potential development of 20 new residential dwelling units in the Evergreen Vista Addition #1 Planned Unit Development, currently estimated to cost \$10,477,000.
- C. Provide for open space, including dedicated snow lots in accordance with Evergreen Vista Addition #1 Planned Unit Development.

Section 2: Grant Funds to be awarded to the Developer have been determined based upon the following scoring criteria identified in the Land Grant Development Policy.

ITEM	POINTS SCORED
20 PROJECTED HOUSING UNITS	20
DWELLING UNITS PER ¼ ACRE	8
PAVED STREETS	0
CITY WATER	0
CITY SEWER	5
CITY STORM SEWER	0
OPEN SPACE (SNOW LOTS)	0
AMENITIES (SIDEWALKS	2
DEVELOPER PROVIDED LAND	5
MEETS GOALS OF COMPREHENSIVE PLAN	5
TOTAL SCORE	45

- A. Based on the scoring criteria the Developer is eligible to receive \$125,000 in Grant Funds, which shall be granted upon acceptance of improvements and other

dedications by the City of Valdez upon completion of Planned Unit Development.

B. Grant Funds are designated from the Land Development Reserve Fund.

Section 3: The Developer shall always comply with the policies of the City and local, state, and federal law.

Section 4: The Developer and City shall execute a Developer's Agreement setting forth the specific terms and conditions required for award and disbursement of the Grant Funds. The City Manager shall have the authority to execute the Developer's Agreement on behalf of the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of November 2024

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

DEVELOPER’S AGREEMENT
ACAH – EVERGREEN VISTA ADDITION NO. 1, LOT 5

THIS DEVELOPER’S AGREEMENT (“Agreement”) is made and entered into this ___ day of November 2024, by and between the City of Valdez, Alaska (“City”) and Alaska Corporation for Affordable Housing (“Developer”). City and Developer are sometimes herein referred to individually as a party or together as the parties.

WHEREAS, the City of Valdez Planning and Zoning Commission has approved an Conditional Use Permit No. 24-03 for the development of low-income housing at 700 West Clark Street legally described as Evergreen Vista Addition No. 1, Lot 5 according to Plat No. 81-4 (Exhibit A) , Valdez Recording District; and

WHEREAS, the Developer desires to improve all or a portion of the above-described Property and has been awarded a Housing Land Development Grant subject to the terms of this Agreement and completion of the improvements set forth herein; and

WHEREAS, the City desires to create additional new residential dwelling units with the City; and

WHEREAS, the City desires to assure uniform compliance with plan specifications, implementation of the City’s subdivision and infrastructure requirements, policies, and workmanlike standards of the City;

NOW, THEREFORE, it is agreed as follows:

This Agreement has been executed in two (2) original counterparts by City and Developer.

Any notice that is permitted or required under this Agreement shall be given in writing to a party in person, or by first class mail or by Federal Express or UPS, to the address below:

DEVELOPER

Alaska Corporation for
Affordable Housing
P.O. BOX 101020
Anchorage, AK 99510

CITY

BOX 307
260 Airport Road
Valdez, AK 99686

With a Copy to:

Jake Staser, City Attorney
Brena, Bell and Walker, P.C.
810 N Street, STE 100
Anchorage, AK 99501

The real property which is subject of this Agreement (“Property”) is located in the City and the Valdez Recording District, is shown on Exhibit A, and is described as:

Evergreen Vista Addition No. 1, Lot 5 according to Plat No. 81-4, Valdez Recording District, Third Judicial District, Alaska.

ARTICLE I

GENERAL PROVISIONS

- 1.1 **Application of Article.** Unless this Agreement expressly provides otherwise, all provision of this article apply to every part of the Agreement.
- 1.2 **Permits, Laws, and Taxes.** The Developer shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under the Agreement and comply with all local, state, and federal laws.
- 1.3 **Relationship of Parties.** Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer be deemed an agent, employee, or partner of the City. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees, or partners of City, or otherwise associated with the City other than. The Developer shall notify all contractors and subcontractors of the provision of this Section. Notwithstanding the Developers agreement to install Improvements related to the Whalen Street project referenced herein, the parties stipulate and agree that the project is not, and shall not be deemed to be, a public construction project.
- 1.4 **Engineer’s Relation to City.** Any engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City.
- 1.5 **Responsibility.** The Developer and City shall each be solely responsible for the faithful performance of all terms, covenants, and conditions of this Agreement applicable to them, respectively, notwithstanding the delegation to another actual performance of any term, covenant, or condition thereof.
- 1.6 **Allocation of Liability.** To the fullest extent permitted by law, the Developer shall defend, indemnify, and hold the City harmless from any claim, action, or demand made or asserted against the City arising from any act, error, or omission related to this Agreement in whole or in part by Developer, its agent, employees, or contractors. The Developer is not required to defend, indemnify, or hold the City harmless for a claim of, or liability for the independent negligent acts, errors, or omissions of the City.
- 1.7 **Disclaimer of Warranty.** Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent, or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship, or structure for any purpose.
- 1.8 **Non-Discrimination.** In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, or marital status, or age.
- 1.9 **Cost of Documents.** All plans, reports, drawings, or other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer’s expense.

- 1.10 Time is of the Essence. Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement: provided, however, that Developer shall be permitted extensions of time for the causes specified in Article 2.
- 1.11 Non-Waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of said party thereafter to enforce each and every provision hereof.
- 1.12 Construction Standards. Construction and Improvement standards set forth in Chapter 16 of the VMC are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise; provided, however, that provisions in the Standard Specifications describing the relationships and responsibilities of parties to construction contracts do not apply herein to the extent that they conflict with any provisions of this Agreement.
- 1.13 Amendment. The parties may amend this Agreement only in writing, signed by authorized representatives of both parties, which shall be attached as an appendix hereto.
- 1.14 Jurisdiction-Choice of Law. Any civil action rising from this Agreement shall be brought in the trial courts of the State of Alaska in the Third Judicial District at Valdez. The law of the State of Alaska shall govern the rights and duties of parties under this Agreement.
- 1.15 Severability. Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 1.16 Integration. This instrument and any writings incorporated by reference herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations, or agreements, whether or written, between the parties hereto.
- 1.17 Definitions. In addition to terms defined elsewhere in this Agreement, the following definitions shall apply herein:
- A. "Acceptance" means a determination by the City that an improvement meets City construction standards contemplated herein, and does not refer to acceptance of a dedication effected in the platting process.
 - B. "City" for the purpose of administering this Agreement, means the City Manager of the City, or the City Manager's designee.
 - C. "Improvements" means all work which this Agreement requires the Developer to cause be performed by its contractor(s).
- 1.18 Limitations or Damages. Anything to the contrary set forth in this Agreement notwithstanding, in no event shall the City or Developer be liable under any provision of this Agreement for consequential, punitive, special, exemplary, or any other damages except for actual, compensatory damages actually incurred.

ARTICLE II

IMPROVEMENTS, CONSTRUCTION STANDARDS, AND PROCEDURES

- 2.1 Improvements. Developer shall cause the improvements identified in Exhibit B (“Improvements”) to be completed by December 31, 2026. The Improvements shall comply with all requirements set forth in the Findings and Conditions issued with Conditional Use Permit No. 24-03 (Exhibit C).
- 2.2 Prerequisites to Construction. The Developer shall not obtain permits for the construction of Improvements, or commence the construction of Improvements until the requirements of Sections 2.03 through 2.04 have been met.
- 2.3 Engineer.
- A. The Developer shall retain an independent, registered professional engineer under the laws of State of Alaska, to design and administer the construction of the Improvements, including preparing plans and specifications, inspecting, and controlling the quality of the work, and preparing as-built data. The engineer shall maintain in good standing professional liability insurance in accordance with City policy.
 - B. The Developer shall inform the City of the name and mailing address of the engineer the Developer has retained to perform duties described in Subsection A of this Section, and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in engineer and/or in the information required under this Subsection.
- 2.4 Plans and Specifications.
- A. The Developer shall submit to the City, in such form as the City may reasonably specify, 100% complete plans and specifications pertaining to the construction of the Improvements. All such plans and specifications shall be submitted together before City review begins.
 - B. If the City requires soil tests or other tests pertaining to the design of Improvements, the Developer shall submit reports of the test results with the plans and specifications.
 - C. The City shall approve the plans and specifications, or indicate to the Developer how it may modify them to secure approval with three weeks after the submission of all plans and specifications for the Improvement.
 - D. All changes or modifications to the plans and specifications that the City previously approved also shall be subject to prior City approval.
- 2.5 General Standard of Workmanship.
- A. The Developer shall cause to be constructed all Improvements in substantial accordance with plans, specifications, and contracts approved by the City, and with the terms, covenants, and conditions of this Agreement. The Developer’s Contractor shall not incorporate any material or equipment into an Improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an Improvement shall be new.
 - B. The Developer shall construct all facilities on the Property not otherwise subject this this Agreement in accordance with all applicable statutes, ordinances, and specifications.
- 2.6 Work in Rights-of-Way. The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights of way. The Developer shall coordinate and supervise

the installation and construction of all utility Improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform.

- 2.7 Surveyor. All surveys required for the completion of Improvements under this Agreement shall be made by a person registered as a land surveyor under the laws of the State of Alaska.
- 2.8 Surveillance.
- A. The City may monitor the progress of the work and the Developer's compliance with this Agreement, and perform inspections or tests which it deems necessary to determine whether the work conforms to this Agreement: provided, that no invasive or other testing which damages the Improvements shall be conducted without notice to and the approval of the Developer, not to be unreasonably withheld or delayed, and provided further that if the test results do not reveal any defect in an Improvement, the City shall restore any damage caused by its testing at its sole cost and expense.
 - B. If the Developer fails to notify the City of inspections, tests, and construction progress in accordance with the terms of this Agreement, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
 - C. Any monitoring, tests, or inspections that the City orders or performs pursuant to this Section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.
- 2.9 Stop Work Orders.
- A. If the Developer does fail to comply with this Agreement, the City may, after giving written notice to Developer, stop all further construction of Improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer of the order. For so long as the Developer or Lender has commenced and is proceeding with diligence to cure the failure to comply with this Agreement, the City will permit the construction of Improvements to continue.
 - B. A Stop Work Order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformities will not occur.
 - C. The issuance of a stop work order under this Section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this Section shall be grounds for an action or claim against the City, or for an extension of time to perform the work.
 - D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provisions:

The City shall have the authority to inspect all work or materials under this Agreement, and to stop work in the event that the work performed under this Agreement fails to comply with any provisions set forth herein. In the event that a stop work order is issued by the City, the contractor shall immediately cease all work and await further instructions from the Developer.

2.10 Access. Through the project development period, the City shall have access to all parts of the Property necessary or convenient for monitoring the Developer’s performance, inspecting, surveying, testing, or performing any other work pursuant to this Agreement.

2.11 Maintenance.

A. The Developer is solely responsible for maintaining all Improvements on the Property including but not limited to sewer lines, water lines, hydrants, streets, and roads. The Developer expressly acknowledges that snow removal is the sole responsibility of the Developer.

2.12 Time.

A. All Improvements required by this Agreement shall be completed by December 31, 2026. However, before the expiration of this Agreement, the City may grant a one-time extension, up to one year in length, upon a showing of good cause by the Developer and provided such extension does not unreasonably impact adjacent properties or the general public.

B. If the Developer is delayed by an act or omission of the City not otherwise authorized under this Agreement, or by changes ordered in the work, labor, disputes, fire, delays in transportation, casualties, or other causes beyond the Developer’s control, or by any cause which the City in its reasonable discretion determines to be adequate to justify the delay, the designated City agent shall extend the time of completion of construction under this Agreement for a reasonable time, not exceeding the duration of the condition that caused the delay. No extension shall be granted unless the Developer gives notice in writing to the City within thirty (30) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

ARTICLE III
PROJECT COMPLETION AND RELEASE OF GRANT FUNDS

3.01 Release of Grant Funds. Upon issuance of Certificates of Occupancy for all dwelling units to be constructed as the Improvements, the City shall release \$125,000 in grant funds to Developer.

[SIGNATURES TO FOLLOW]

**ACAH
DEVELOPER**

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest _____

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

John Douglas, City Manager

Date: _____

**APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.**

Jake W. Staser, City Attorney

Date: _____



Policy Number:			
Policy Name:	Housing Land Development Grant Policy		
Adoption Date:		Revision Date:	
Approved By:		Expiration Date:	

1. Scope

This policy applies to Developers seeking grants from the City of Valdez for the purpose of land development of subdivisions and planned unit developments.

2. Purpose / Background

The City of Valdez currently has a need for new housing units as illustrated by the 2020 Housing Market and Gap Assessment Study and 2021 Comprehensive Plan. The Housing Land Grant Policy is promoting new dwelling units and therefore a minimum of 10 new units in new subdivision or planned unit development shall be required for Housing Land Development Grant Policy.

3. Policy

The purpose of Housing Land Development Grant Policy is for City staff to make recommendations to City Council on guidelines for granting funds to housing developers that have created preliminary plats and planned unit developments receiving approval from the City of Valdez Planning Commission.

The City should support the development of private lands through land development grants that incentivize new housing subdivisions, including planned unit developments. The City has funds available in the Valdez Housing improvement and Land Development funds. However, funds are limited and funding allocation shall maximize housing unit development and achieve goals of the City Comprehensive Plan.

Housing development on private lands are subject to City planning, zoning, and building regulations. Developments are not public projects and therefore shall not be projects that are City directed or owned by the City. Developer’s agreements may guide the requirements for installment of infrastructure improvements related to housing subdivisions and planned unit developments within the City of Valdez. Developer’s agreement requirements will provide guidance for construction of infrastructure for consideration of acceptance by the City for the purpose of future maintenance.

4. Procedures

The following procedure shall be adhered to when considering potential housing subdivision and planned unit developments for Housing Land Development Grants.

The Planning Department shall work with developer to develop preliminary plat/planned unit developments for Planning Commission approval. Such preliminary plats/planned unit developments shall include needed public improvements for housing subdivisions and planned unit developments.

The preliminary plat/planned unit development shall include specific investments being made by the developer for housing land development. Costs estimates shall be developed by licensed civil engineer and submitted to the City for review.

A developer's agreement shall be constructed based upon the requirements stated in the preliminary plat/planned unit development and shall consider the following criteria and generate points to justify City Land Development Grant. Evaluation shall be on 100-point scoring criteria.

1. Number of housing units proposed for development = 1 point per anticipated dwelling unit.
2. Number of dwelling units 1/4 per acre=1 point per 1/4 acre unit.
3. Construction of sewer lines connected to City sanitary sewer system under Valdez City Code 13.08 = 5 points.
4. Construction of water lines connected to City water system under Valdez City Code 13.04 = 5 Points.
5. Construction of paved streets meeting City standard specifications and requirements of Valdez City Code 16.16 = 10 Points
6. Construction of Storm Sewer/Drainage meeting City standard specifications and requirements of Valdez City Code 16.16 = 5 Points
7. Creating affordable housing under federal and state guidelines = 5 points.
8. Developer dedication of land to City for open space/snow lots =5 points.
9. Developer provides land for development = 5 points.
10. Meets goals and objectives of 2021 Comprehensive Plan = 5 Points.
11. Other amenities (Sidewalks, Street Lighting) = 5 Points

100 points max awarded. Funding will not exceed \$1 million.

5. Limitations/Approvals/Responsibilities

The following limitations shall apply to Housing Land Grant Policy.

1. A minimum of 10 housing unit must be proposed to be eligible for Grant.

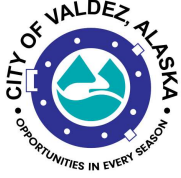
2. No proposed preliminary plat or planned unit development shall receive more than \$1 million dollars in City Land Development Grant funding.
3. All proposed funding associated with policy is subject to City Council approval and funding capacity of the City.
4. The housing land grant policy does not guarantee grant funding.
5. Developer shall demonstrate that City Land Development Grant funding will lower costs of housing in the form of reduced home sale prices, lot prices, or rents.
6. The following scale is a guideline for the housing land grant award based on the scoring criteria described above:

SCORE TOTAL	AWARD
29 points or less	\$0
30-39 points	\$75,000
40-49 points	\$125,000
50-59 points	\$200,000
60-69 points	\$350,000
70-79 points	\$500,000
80-89 points	\$750,000
90-100+ points	\$1,000,000

All grant funding under the Housing Land Development Grant Policy shall be subject to compliance with the City Code, City infrastructure specifications, and Planning Department requirements.

6. Definitions

Comprehensive Plan - An officially adopted document including text, charts, graphics or maps, or any combination, designed to portray general long-range proposals for the arrangement of land uses and development of an economic base and human resources and which is intended to guide government policy towards achieving orderly and coordinated development of the entire community.



Legislation Text

File #: RES 24-0051, **Version:** 1

ITEM TITLE:

#24-51 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 23-75 Formerly Naming Such Rates and Fees

SUBMITTED BY: Sarah Von Barga, Harbormaster

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution 24-51.

SUMMARY STATEMENT:

The Ports and Harbor Commission has reviewed the attached resolution with proposed increases and changes to the Harbors' rates and fees. The Commission and staff are now submitting to City Council for approval their final recommendation for rate increases and changes for use of the facilities within the Valdez Harbors.

The following recommended changes for approval are as follows:

- Additional 3-year rate increase to tenant/transient annual moorage not to exceed a maximum of 5% per year
- Increasing the "Transient" Passenger Fee from \$2.00 to \$3.00 to be in line with Port rates
- Increasing upland storage rates May 1-Sept. 30 to the following:
 - South Basin upland storage (\$3.50)/day and North Basin upland storage (\$6.50)/day to \$10.00/day
 - Truck/Trailer storage area from \$13.00/day to \$20.00/day
- Change in verbiage only to Boat Lift/Trailer Haul-out to allow for less change in each line item should rates change in the future
- Increasing the Fishermen's Dock storage from \$2.00/ft./day to \$5.00/day
- Addition of \$250.00 fee for staff deployment of boom when needed

- Increasing Shower Fees from \$4.00 to \$5.00 (10-12 minutes of hot water)
- Increasing the Dryer rates from \$1.00 to \$2.00 per 12-minute cycle
- Increasing the fee for Waterfront Activity Registration from \$100.00 to \$500.00 over the course of four years (\$100 incrementally)
- Miscellaneous Fee/Fine Increases:
 - “No Wake” - from \$50.00 to \$100.00 per occurrence
 - Operating Vessel in Reckless or Negligent Manner - from \$75.00 to \$150.00
 - Impeding Safe Navigation - from \$75.00 to \$100.00
 - Failure to Register with Harbor - from \$75.00 to \$100.00
 - Creating a Nuisance - from \$50.00 to \$250.00
 - Failure to Control Animal - \$from \$50.00 to \$100.00
 - Parking in a Fire Zone - from \$50.00 to \$100.00
 - Adjustment to Unauthorized Commercial Activity in Harbor, rates were outside the allowed amounts per City ordinance.
 - Defacing/Vandalism of Harbor property - from \$100.00 to \$300.00
 - Addition of Unauthorized Camping on Harbor property - \$60.00
- Addition of Fuel Flowage Fee

CITY OF VALDEZ, ALASKA

RESOLUTION #24-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ HARBORS AND REPEALING RESOLUTION NO. 23-75 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the Valdez Harbors are operated and maintained under the jurisdiction of the Valdez City Council; and,

WHEREAS, Resolution No. 23-75 previously established the schedule of rates and fees for the public use of the Valdez Harbors; and,

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding of long-term maintenance and operations of the Harbors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City OF VALDEZ, ALASKA, that:

Section 1. Resolution No. 23-75 is hereby repealed.

Section 2. The attached schedule of rates and fee shall govern the public use of the facilities in the Valdez Harbors (Attachment A).

Section 3. This resolution shall become effective immediately upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of November, 2024.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

**VALDEZ SMALL BOAT HARBOR
SCHEDULE OF RATES AND FEES
RESOLUTION #24-51**

SECTION I. MOORAGE FEES

A. Annual Slip Rental

The due date for all annual moorage rentals is established as January 1 in any calendar year to allow maximum utilization of the Valdez Harbors. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments. In the event a reserved moorage space comes available later in the calendar year, annual moorage shall be pro-rated based on the date of assignment, either semi-annual, quarterly, monthly or daily as applicable.

The annual moorage fee for reserved moorage privileges shall be based on the length of float assigned or the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) whichever is longer. (Commercial seine skiffs are exempt).

The rate structure for reserved moorage privileges on A-K and R-W Docks will be increased annually to help offset the ongoing effects of inflationary pressures and other cost escalations associated with the long-term maintenance and operations of the Valdez Harbors. Annual increases will be set initially in three-year increments followed by yearly increments and be expressed as a percentage amount, not to be exceeded.

Twenty foot (20') sized slip moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Twenty foot (20') sized slip rates will be charged at thirty-five dollars (\$35.00) per foot per year.

For the three-year period 2025, 2026, and 2027 the annual increase for reserved moorage for twenty-four foot (24') to one hundred foot (100') sized slips will be a percentage amount not to exceed five percent (5%) per year. This resolution authorizes an increase of up to this amount each year, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year. After the three-year period, twenty-four foot (24') slips and larger moorage will increase by one percent (1%) annually.

Reserved semi-annual moorage rates on A-M and R-W_Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on A-M and R-W Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each

prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Reserved Tour Boat Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Tour Boat Dock rates will be charged at eighty dollars and twenty-three cents (\$80.23) per foot per year. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

Reserved semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock. All slips located at the Tour Boat Dock facility shall be classed as 60-foot slips. The rate shall be the annual moorage rate fee per foot per year based on the 60-foot length of the slip or the vessel length, whichever is greater. Tour boats have preferential rights to all Tour Boat Dock slips. In the event more tour boats than Tour Boat Dock slips are available, a waiting list will be implemented.

B. Transient Slip Rental

For the purpose of calculating moorage, daily moorage is considered a 24-hour period from 8:00 a.m. to 8:00 a.m. the following day. Up to three (3) hours will be allowed for loading and unloading of vessels. Vessels moored longer than three (3) hours will be assessed transient moorage fees.

1. Annual Transient Slip Rental

The annual moorage fee for transient moorage privileges shall be 115% of the rate charged for reserved moorage. This fee shall be based on the length of the normally assigned float or the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) whichever is longer. The annual rate applies only if paid in advance. At the option of the vessel owner, the annual moorage fee may be paid in annual, semi-annual or monthly installments.

Transient annual, semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Transient annual, semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

2. Monthly Transient Slip Rental

a. Paid in Advance

The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be ten dollars (\$10.00) per foot for all docks except the Tour Boat Dock slips, which shall be twenty dollars (\$20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

b. Billed

The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be fifteen dollars (\$15.00) per foot for all docks except the Tour Boat Dock slips, which shall be thirty dollars (\$30.00) per foot if moorage must be collected through an invoice.

3. Daily Transient Slip Rental

The daily rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.), shall be as follows:

Daily moorage paid in advance	Charged at \$0.80 per foot per day
Daily moorage billed	Charged at \$1.20 per foot per day
Daily moorage paid in advance for Tour Boat Dock slips	Charged at \$1.50 per foot per day
Daily moorage billed for Tour Boat Dock slips	Charged at \$2.25 per foot per day

C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars (\$2.00) per square foot over the allowed space.

Vessels propelled solely by human power or jet skis and that occupy less than one-half (1/2) of the space between two (2) finger floats will be assessed a fee of twenty-five cents (\$0.25) per square foot per day or two dollars (\$2.00) per square foot per month.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

Tour or charter vessels using moorage in the harbor to transport passengers (but not staying in the harbor more than three (3) hours, will be assessed a transient passenger fee. This fee will be three dollars (\$3.00) per passenger, per boarding trip. Insurance will be required and the City of Valdez listed as an additional insured.

All commercial vessels, including but not limited to fishing charters, tours, water taxis, kayak transport vessels, rental boats (starting in 2026), etc. shall pay one dollar (\$1.00) per passenger, per boarding trip starting in 2023. All commercial vessels listed in this section are required to provide the harbor with a valid business registration with the City of Valdez on an annual basis while operating in Valdez and list the City of Valdez as "additional insured". Failure to provide valid registration could result in the loss of permanent slip or use of moorage within the harbor and/or possible fines. Failure to report and/or make payment of fees within thirty (30) days after the end of the calendar year may result in the doubling of fees owed. Failure to report and submit payment after two (2) consecutive years may result in the loss of permanent slip or use of moorage within the harbor and/or possible fines.

Vessels mooring at the Drive-Down Float (DDF) in the South Basin will be assessed a prepaid rate one dollar and fifty cents (\$1.50) per foot per day or a billed rate of three dollars (\$3.00) per foot per day. DDF is there for active loading and unloading and occasional net repair, not for long-term moorage). Vessels that have paid annual moorage may be exempt from additional DDF fees upon approval and/or scheduling with the Harbormaster.

Auxiliary vessels tied alongside the primary vessel, so long as they do not interfere with maneuverability of other vessel operators are allowed. The auxiliary vessel shall be charged transient moorage fees while in the water as applies from Section B. Commercial seine skiffs are exempt unless left in the water without the primary vessel, then transient moorage fees will apply as listed in Section B.

SECTION II. UPLAND STORAGE AND PARKING

A. Upland storage of vessels, vessels on trailers, trailers, cradles, or vessels on cradles, (in either basin, including the Stan Stephens Plaza/A Ramp parking area) during winter months (October 1 - April 30) shall be charged at a minimum rate of sixty dollars

(\$60.00) per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars (\$2.00) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, cradles, vessels on cradles, (in either basin overflow lot, Kobuk Dr. or Jack Cook Ave.) during the summer months (May 1 - September 30) shall be ten dollars (\$10.00) per day

C. Upland storage of vessels, vessels on trailers, trailers, cradles, or vessels on cradles during the summer months (May 15 - August 31) stored in the truck/trailer area of the yard shall be charged twenty dollars (\$20.00) per day.

D. Upland storage of vessels, vessels on trailers, trailers, cradles, or vessels on cradles staying past the nine (9) month allotted time in both basins, and no active work is being performed, shall be charged a fee that doubles each additional nine (9) months. At the discretion of the Harbormaster, and there is an active and approved work plan, the doubling of fees may be waived. In the event no active work is being performed, the Harbormaster has the right to revoke the work plan and back charges may apply.

E. Upland storage/parking of vessels hooked to a vehicle or trailers hooked to a vehicle in excess of seven (7) days will be charged the same fees applicable for winter or summer storage.

F. Upland long-term storage/parking of vehicles (in either basin, overflow lot, Kobuk Dr., or Jack Cook Ave.) in excess of seven (7) days, will be charged applicable daily storage rates (May 1 – September 30) and applicable monthly storage rates (October 1 – April 30).

G. Fisherman's Dock storage space shall be charged at a rate of ten dollars (\$10.00) per day.

H. Upland storage of vessels that have been impounded will be charged at a rate of double the applicable storage fees based on time of year.

I. An environmental fee shall be charged to all vessels storing their vessels in the Harbor uplands to help offset SWPPP fees and upland washdown system maintenance.

1. Trailered vessels shall be charged a flat fee of twenty dollars (\$20.00).
2. Vessels up to 35' shall be charged a flat fee of fifty dollars (\$50.00).
3. Vessels 36'-45' shall be charged a flat fee of sixty dollars (\$60.00).
4. Vessels 46' and over shall be charged a flat fee of seventy dollars (\$70.00).

SECTION III. BOAT LIFT AND TRAILER HAUL-OUTS

A. The following charges shall be made for use of the 75-ton Travelift and Harbor Trailers. However, the Harbor reserves the right to refuse lift and trailer services if necessary.

1. The minimum fee for a lift or trailer haul-out (emergency only) shall be three hundred dollars (\$300.00) based on a thirty foot (30') vessel for the first hour of use or any portion of time less than one (1) hour. Vessels thirty-one feet (31') and longer shall be charged the minimum lift fee plus an additional one dollar (\$1.00) per foot, i.e. a vessel of thirty-eight feet (38') shall be charged a rate of three hundred thirty-eight dollars (\$338.00).
2. For use of the lift in excess of one (1) hour over scheduled lift time (if delaying other scheduled lifts), a fee of one and a half times the applicable lift rate per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments.
3. For use of the lift after normal working hours, a fee of double the applicable lift rate will be charged. Double the applicable lift rate shall be charged for each consecutive hour, billed out in fifteen (15) minute increments.
4. For use of the lift to hang overnight, a fee of double the applicable lift rate will be charged. Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred according to item #2 above. All vessels must be supported while hanging in the slings.
5. For use of the lift during winter months, a fee of the applicable lift rate will be charged plus operator labor of sixty dollars (\$60.00) per one-half hour or one hundred dollars (\$100.00) per hour and use of genie-lift at a flat fee of sixty dollars (\$60.00). These additional fees will be in effect (as prepping the Travelift takes additional time to warm up and/or de-ice before use). Skiff and operator labor may be included if the breaking of ice for vessel to get to or from Travelift Dock is required.
6. Failure to cancel a scheduled lift one-half hour prior to time of lift, you will be charged a cancellation fee of one-half the regular lift fee for scheduled vessel.
7. All vessels being lifted to the yard for more than one month will be required to place filter fabric under the length of the vessel and all blocking as well as placing absorbent pads under the keel. If vessel owner or agent does not have filter fabric or pads, the Harbor will provide them at our cost, plus fifteen percent (15%).
8. Use of Harbor jack stands (for emergency or impound lifts) will be charged at a rate of five hundred dollars (\$500.00) per week or twenty-five dollars (\$25.00) per day from May 1st through September 30th and three hundred dollars

(\$300.00) per month from October 1st through April 30th (billed out in quarter month increments).

9. Vessels requiring to be hauled out that do not have insurance shall be charged double the applicable lift rate.

SECTION IV. GRID, CRANE, AND FISH PUMP FEES

A. Grid rental rates shall be charged the following rates per foot per tide. One dollar and seventy-five cents (\$1.75) for vessels up to forty-nine feet (49'), two dollars and fifty cents (\$2.50) for vessels fifty to seventy feet (50'-70'), three dollars and twenty-five cents (\$3.25) for vessels seventy-one to ninety feet (71'-90'), and four dollars (\$4.00) for vessels ninety-one feet (91') and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.

B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.

C. The fee for use of the cranes on the Fisherman's Dock shall be eighty dollars (\$80.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one hour minimum charge of eighty dollars (\$80.00).

D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars (\$150.00) per hour.

E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars (\$20.00) per card.

SECTION V. LABOR AND SERVICES

A. Service and labor performed by the Harbormaster or any City employee working in the Valdez Harbors shall be charged at the flat rate of sixty dollars (\$60.00) per one-half (1/2) hour minimum, per employee and one hundred dollars (\$100.00) per hour minimum, per employee for labor during normal business hours. All labor performed after normal business hours shall be charged at the flat overtime rate of one hundred fifty dollars (\$150.00) per hour, per employee. Labor requiring a call out will be charged the after-hour rate at a two (2) hour minimum rate, per employee.

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, pressure washing (impounds only), emergency vessel pump-out, etc.
2. Boat moves or towing performed in the North Basin or towed in from the breakwater shall be charged at a flat rate of sixty dollars (\$60.00) plus labor. Boat moves or towing performed from one basin to another shall be charged at a flat rate of one hundred dollars (\$100.00) plus labor.
3. Towing performed outside of the breakwater shall be charged one hundred twenty dollars (\$120.00) plus labor.
4. Pumping of vessels shall be charged a flat rate of fifty dollars (\$50.00) per pump used, plus labor.
5. Use of skiff for non-boat move related services shall be charged an hourly rate of one hundred dollars (\$100.00) plus labor.
6. Work requiring call-out shall be charged a minimum of two hours at the overtime rate.
7. Use of bobcat, loader or other equipment for customer assistance shall be charged a flat fee of sixty dollars (\$60.00) plus labor.
8. Deployment of boom shall be charged at two hundred dollars (\$250.00) plus labor and equipment costs.

B. All materials and/or supplies shall be charged at cost to the City plus fifteen percent (15%).

SECTION VI. WAIT LIST

A fifty dollar (\$50.00) per year non-refundable fee shall be charged per listing to each customer placing his/her name on the waiting list for a reserved slip.

SECTION VII. ELECTRICAL SERVICE IN THE HARBOR

A. Slip holders will be charged a monthly service charge of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. Kilowatt rates fluctuate monthly throughout the year per local utility. (Owners or operators are responsible for notifying the Harbor office of their in and out readings from their slips.)

B. Daily flat rate for power on the water is ten dollars (\$10.00)/day for 30amp, fifteen dollars (\$15.00)/day for 50amp and twenty-five dollars (\$25.00)/day for 100amp. This rate is for transient vessels staying 15 consecutive days or less.

C. Vessel owners connecting to power without prior authorization from Harbor staff will be fined. See Section IX #12 Tampering or unauthorized use of utilities.

SECTION VIII. LAUNCH RAMP

A. Launch ramp fees will be charged at ten dollars (\$10.00) per day or seventy-five dollars (\$75.00) per calendar year for use of the launch ramp. Vessels paying annual moorage fees will be exempt from this fee, but any trailer or truck and trailer left is subject to normal storage fees.

B. This fee excludes vessels propelled solely by human power, which shall pay five dollars (\$5.00) per day or thirty-seven dollars and fifty cents (\$37.50) per year for use of the launch ramp (kayaks, canoes, paddle boards, etc.).

C. Vessel owners failing to provide proof of launch payment by receipt, self-pay stub or season launch sticker displayed on or in vehicle will be fined. See Section IX #21 Failure to pay launch fee.

D. Vessels left unattended or blocking the launch ramps will be charged a fee of twenty dollars (\$20.00) per hour.

SECTION IX. MISCELLANEOUS HARBOR FEES/FINES

The following fees/fines will be assessed for Valdez Harbors infractions:

1. \$ 100.00 Speeding/violation of "No Wake" speed
2. \$ 150.00 Operating a vessel in a reckless or negligent manner
3. \$ 75.00 Trolling or fishing from a vessel in the Valdez Harbors or breakwater
4. \$ 100.00 Impeding safe navigation, includes wake-foils, paddle boards, jet skis, etc.
5. \$200.00 Disposing of trash, garbage, human refuse or animal waste, or any similar substance in the water of the harbors or upon the harbor grounds. Each infraction after the initial disposition of waste will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
6. \$200.00 Releasing any fuel, oil, or their derivatives into the water or onto the lands of the harbors. Each infraction after the initial release will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
7. \$100.00 Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Valdez Harbors, per occurrence.
9. \$ 250.00 Creating a nuisance or conducting unlawful business, per person or occurrence
10. \$ 100.00 Failure to properly control dog or other animal, per occurrence.

- 11. \$ 50.00 Improper storage on any float, ramp, decline, walk or other public place in the Valdez Harbors, except at designated loading/unloading spaces
- 12. \$250.00 Tampering or unauthorized use of utilities
- 13. \$ 25.00 Posting on bulletin board without proper consent
- 14. \$ 25.00 Improper posting of advertisement
- 15. \$100.00 Tampering or removing any sign or notice
- 16. \$ 50.00 Subleasing a slip to another user
- 17. \$500.00 Impoundment of vessel due to lack of payment or dereliction
- 18. ≤\$500.00 A collection fee will be applied to any account for which formal collection action is taken, regardless of the base delinquent amount. The fee will be 100% of base amount, but not to exceed five hundred dollars (\$500.00).
- 19. \$100.00 Parking in a fire zone
- 20. \$100.00 Failure to provide 24-hour notice for Harbor staff to accommodate adequate time for slip clearance, plus boat move fee for transient user being displaced without notice.
- 21. \$ 40.00 Failure to pay launch fee
- 22. \$100.00 Failure to adhere to the Harbor's "Code of Conduct," Harassing customers or staff. Deliberate behavior that is intimidating, hostile, offensive, or adversely impacts staff work performance. Per occurrence and third violation could result in loss of slip or transient moorage.
- 23. \$ 50.00 Failure to launch tenant vessel after giving notice for Harbor to clear slip and transient vessel was charged move fee, when the move turned out to be unnecessary
- 24. \$200.00 Blocking of the cranes with unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
- 25. \$200.00 Storage on the Drive Down Float (which is prohibited) of unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
- 26. \$200.00+ Any commercial business or non-commercial entity performing unauthorized work, i.e. no approved permit or registration within the public lands controlled by the Valdez Harbors shall receive a penalty fine of two hundred dollars (\$200.00) per the 1st incident, three hundred fifty dollars (\$350.00) per the 2nd incident and five hundred dollars (\$500.00) for the 3rd incident. After 3rd incident, business or entity may be trespassed from the Harbors.
- 27. %300.00 Defacing or vandalism of/on Harbor docks or uplands. Materials and labor charges will apply if applicable.
- 28. \$500.00 Discharge of any type of fireworks from the Harbor, into the water of the Harbor, or onto the lands of the Harbor. Upon third violation, you may be trespassed from the Harbor.
- 29. \$50.00 Failure to return temporary card key for use of cranes or fish pump

- 30. \$100.00 Unauthorized use of wheeled or motorized conveyances on floats, ramps, or on water; i.e. skateboards, rollerblades, bicycles, motorcycles, wake foils, etc. unless pre-authorized by Harbor staff. Use of accessible resources are excluded from this.
- 31. \$100.00 Unauthorized permanent attachment of cleats, bumpers, fendering, etc. on docks or finger floats.
- 32. \$300.00 Utilization of boat grid without prior authorization and scheduling.
- 33. \$ 75.00 Disturbing the peace (fee applies per complaint, i.e. if three people complain about the same disturbance the total charge would be two hundred twenty-five dollars (\$225.00).
- 34. \$ 40.00+ Unauthorized camping on City of Valdez Harbor properties (May 1-Sept. 30, \$60.00/day, Oct.1-April 30, \$40.00/day)

SECTION X. SHOWER AND LAUNDRY FACILITIES

A fee of five dollars (\$5.00) per shower will be charged for use of public showers in the restrooms located below the North Harbor office and the South Harbor Warehouse/Public Shower/Restroom building.

A fee of six dollars (\$6.00) per wash, two dollars (\$2.00) per twelve-minute cycle for dryer will be charged for use of public laundry facilities located at the South Harbor Warehouse/Public Shower/Restroom building.

SECTION XI. MAINTENANCE AND WASHDOWN PADS

Use of the Maintenance Pads may be charged a fee of twenty dollars (\$20.00) per day for fourteen days or less; twenty-five dollars (\$25.00) per day for fifteen to thirty days; thirty-five dollars (\$35.00) per day for thirty-one days or more and includes use of power and water. In the event of unexpected or extenuating circumstances, the rate may be lowered or capped at the discretion of the Harbormaster. Use of maintenance pads is by reservation with Harbor office staff. If use of a maintenance pad is to exceed thirty (30) days, a work plan must be filed with the Harbormaster.

Use of Maintenance Pads during winter months (once water has been shut off) but electric power is needed, vessel owners will be charged a monthly service fee of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. Vessel owners are responsible for providing their own Metermaid utility counter or other like type of counter. If no Metermaid is being used then regular daily rate of power applies.

Use of Washdown Pads are free. Power is available at the Washdown Pads and in the uplands for fifteen dollars (\$15.00) per day.

SECTION XII. WATERFRONT VENDOR AND ACTIVITY

Any commercial business selling goods or services within public lands controlled by the Valdez Harbors must first obtain a Waterfront Commercial Work Permit. The fee for the permit shall be five hundred dollars (\$500.00) annually.

Any non-commercial entities, i.e. fish filleters selling services within the public lands controlled by the Valdez Harbors must first register with a Waterfront Activity Registration. The fee for the registration shall be two hundred dollars (\$200.00) annually and will increase by one hundred dollars per year until 2028. Snow shovelers are also required to register with the Harbormaster by filling out a Waterfront Activity Registration at no cost.

SECTION XIII. FUEL FLOWAGE FEE

Unless expressly provided otherwise in a lease, permit or concession, a fee of four cents (\$0.04) per gallon shall be charged to any person who operates a commercial fueling service at the Valdez Harbors. Before providing any commercial fueling service at the Valdez Harbors, a person must obtain a lease, permit or concession that authorizes such service.

Any person engaged in commercial fueling services shall maintain records of the amount of fuel sold per month. Records reflecting the gallons of fuels sold in any given month shall be provided to the City of Valdez Ports and Harbors Director no later than the 15th of the following month. Payment of fees for monthly fuel sales shall be made contemporaneously with the provision of records.

Commercial fueling services shall include the sale of any type of fuel in the Valdez Harbors.

**VALDEZ SMALL BOAT HARBOR
SCHEDULE OF RATES AND FEES
RESOLUTION # ~~23-75~~ 24-51**

SECTION I. MOORAGE FEES

A. Annual Slip Rental

The due date for all annual moorage rentals is established as January 1 in any calendar year to allow maximum utilization of the Valdez Harbors. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments. In the event a reserved moorage space comes available later in the calendar year, annual moorage shall be pro-rated based on the date of assignment, either semi-annual, quarterly, monthly or daily as applicable.

The annual moorage fee for reserved moorage privileges shall be based on the length of float assigned or the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) whichever is longer. (Commercial seine skiffs are exempt).

The rate structure for reserved moorage privileges on A-K and R-W Docks will be increased annually to help offset the ongoing effects of inflationary pressures and other cost escalations associated with the long-term maintenance and operations of the Valdez Harbors. Annual increases will be set initially in three-year increments followed by yearly increments and be expressed as a percentage amount, not to be exceeded.

Twenty foot (20') sized slip moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Twenty foot (20') sized slip rates will be charged at thirty-five dollars (\$35.00) per foot per year.

For the three-year period ~~2022, 2023, and 2024~~ 2025, 2026, and 2027 the annual increase for reserved moorage for twenty-four foot (24') to forty foot (40') slips will be a percentage amount not to exceed two and a half percent (2.5%) per year. Annual increase for slips sized forty-eight foot (48') or longer one hundred foot (100') sized slips will be a percentage amount not to exceed five percent (5%) per year. This resolution authorizes an increase of up to this amount each year, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year. After the three-year period, twenty-four foot (24') slips and larger moorage will increase by one percent (1%) annually.

~~Reserved moorage rates for 2022 for twenty four foot (24') to forty foot (40') slips will be charged at forty eight dollars and twenty nine cents (\$48.29 per foot per year., and rates for forty eight foot (48') slips and longer will be charged at forty nine dollars and forty seven cents (\$49.47) per foot per year.~~

~~Reserved moorage rates for 2023 for twenty-four foot (24') to forty foot (40') slips will be charged at forty nine and fifty cents (\$49.50) per foot per year., and rates for forty-eight foot (48') slips and longer will be charged at fifty-one and ninety-five cents (\$51.95) per foot per year.~~

~~Reserved moorage rates for 2024 for twenty-four foot (24') to forty foot (40') slips will be charged at fifty dollars and seventy-four cents (\$50.74) per foot per year., and rates for forty-eight foot (48') slips and longer will be charged at fifty-four and fifty-five cents (\$54.55) per foot per year.~~

Reserved semi-annual moorage rates on A-M and R-W_Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on A-M and R-W Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Reserved Tour Boat Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Tour Boat Dock rates will be charged at eighty dollars and twenty-three cents (\$80.23) per foot per year. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

Reserved semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock. All slips located at the Tour Boat Dock facility shall be classed as 60-foot slips. The rate shall be the annual moorage rate fee per foot per year based on the 60-foot length of the slip or the vessel length, whichever is greater. Tour boats have preferential rights to all Tour Boat Dock slips. In the event more tour boats than Tour Boat Dock slips are available, a waiting list will be implemented.

B. Transient Slip Rental

For the purpose of calculating moorage, daily moorage is considered a 24-hour period from 8:00 a.m. to 8:00 a.m. the following day. Up to three (3) hours will be allowed for loading and unloading of vessels. Vessels moored longer than three (3) hours will be assessed transient moorage fees.

1. Annual Transient Slip Rental

The annual moorage fee for transient moorage privileges shall be 115% of the rate charged for reserved moorage. This fee shall be based on the length of the normally assigned float or the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) whichever is longer. The annual rate applies only if paid in advance. At the option of the vessel owner, the annual moorage fee may be paid in annual, semi-annual or monthly installments.

Transient annual, semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Transient annual, semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

2. Monthly Transient Slip Rental

a. Paid in Advance

The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be ten dollars (\$10.00) per foot for all docks except the Tour Boat Dock slips, which shall be twenty dollars (\$20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

b. Billed

The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.)

shall be fifteen dollars (\$15.00) per foot for all docks except the Tour Boat Dock slips, which shall be thirty dollars (\$30.00) per foot if moorage must be collected through an invoice.

3. Daily Transient Slip Rental

The daily rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.), shall be as follows:

Daily moorage paid in advance	Charged at \$0.80 per foot per day
Daily moorage billed	Charged at \$1.20 per foot per day
Daily moorage paid in advance for Tour Boat Dock slips	Charged at \$1.50 per foot per day
Daily moorage billed for Tour Boat Dock slips	Charged at \$2.25 per foot per day

C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars (\$2.00) per square foot over the allowed space.

Vessels propelled solely by human power or jet skis and that occupy less than one-half (1/2) of the space between two (2) finger floats will be assessed a fee of twenty-five cents (\$0.25) per square foot per day or two dollars (\$2.00) per square foot per month.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

Tour or charter vessels using moorage in the harbor to transport passengers (but not staying in the harbor more than three (3) hours, will be assessed a transient passenger tax fee. This fee will be ~~two dollars (\$2.00)~~ three dollars (\$3.00) per passenger, per boarding trip. Insurance will be required and the City of Valdez listed as an additional insured.

All commercial vessels, including but not limited to fishing charters, tours, water taxis, kayak transport vessels, rental boats (starting in 2026), etc. shall pay one dollar (\$1.00) per passenger, per boarding trip starting in 2023. All commercial vessels listed in this section are required to provide the harbor with a valid business registration with the City of Valdez on an annual basis while operating in Valdez and list the City of Valdez as "additional insured". Failure to provide valid registration could result in the loss of permanent slip or use of moorage within the harbor and/or possible fines. Failure to report and/or make payment of fees within thirty (30) days after the end of the calendar year may result in the doubling of fees owed. Failure to report and submit payment after two (2) consecutive years may result in the loss of permanent slip or use of moorage within the harbor and/or possible fines.

Vessels mooring at the Drive-Down Float (DDF) in the South Basin will be assessed a prepaid rate one dollar and fifty cents (\$1.50) per foot per day or a billed rate of three dollars (\$3.00) per foot per day. DDF is there for active loading and unloading and occasional net repair, not for long-term moorage). Vessels that have paid annual moorage may be exempt from additional DDF fees upon approval and/or scheduling with the Harbormaster.

Auxiliary vessels tied alongside the primary vessel, so long as they do not interfere with maneuverability of other vessel operators are allowed. The auxiliary vessel shall be charged transient moorage fees while in the water as applies from Section B. Commercial seine skiffs are exempt unless left in the water without the primary vessel, then transient moorage fees will apply as listed in Section B.

~~Per Resolution No. 23-18, anyone using their vessel as their primary residence for more than ninety (90) days in the calendar year will be charged the Harbor Residential Surcharge (HRS), which is a one-time fee. As "live-aboards," you will also be responsible to pay the quarterly water and sewer fees (which are subject to change by resolution). Any "live-aboard" residing on their vessel who pays regular property taxes in Valdez is exempt from the HRS fee. The HRS fees per boat size are as follows and will increase annually by 1%:~~

_____ Vessels less than 30 feet in length	_____ \$4.80	<u>4.85</u>	per foot per year
_____ Vessels between 30 and 39 feet in length	_____ \$7.20	<u>7.28</u>	per foot per year
_____ Vessels between 40 and 49 feet in length	_____ \$9.60	<u>9.70</u>	per foot per year
_____ Vessels between 50 and 59 feet in length	_____ \$12.00	<u>12.12</u>	per foot per year
_____ Vessels 60 feet in length or greater	_____ \$14.40	<u>14.55</u>	per foot per year

SECTION II. UPLAND STORAGE AND PARKING

A. Upland storage of vessels, vessels on trailers, trailers, or cradles, or vessels on cradles, (in either basin, including the Stan Stephens Plaza/A Ramp parking area) during winter months (October 1 - April 30) shall be charged at a minimum rate of sixty dollars (\$60.00) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars (\$2.00) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, or cradles, vessels on cradles, (in either basin overflow lot, Kobuk Dr. or Jack Cook Ave.) during the summer months (May 1 - September 30) shall be ~~six dollars and fifty cents (\$6.50)~~ ten dollars (\$10.00) per day per vessel, vessel on trailer, trailer, or cradle in the North Basin Uplands and shall be ~~three dollars and twenty five cents (\$3.25)~~ in the South Basin Uplands.

C. Upland storage of vessels, vessels on trailers, trailers, cradles, or vessels on cradles during the summer months (May 15 - August 31) stored in the truck/trailer area of the yard shall be charged ~~thirteen dollars (\$13.00)~~ twenty dollars (\$20.00) per day.

D. Upland storage of vessels, vessels on trailers, trailers, or cradles, or vessels on cradles staying past the nine (9) month allotted time in both basins, and no active work is being performed, shall be charged a fee that doubles each additional nine (9) months. At the discretion of the Harbormaster, and there is an active and approved work plan, the doubling of fees may be waived. In the event no active work is being performed, the Harbormaster has the right to revoke the work plan and back charges may apply.

E. Upland storage/parking of vessels hooked to a vehicle or trailers hooked to a vehicle in excess of seven (7) days will be charged the same fees applicable for winter or summer storage based on what basin uplands they are in.

F. ~~Upland storage of vessels or trailers in the eastern long-term parking area shall be charged the winter or summer storage rates as applicable.~~ Upland long-term storage/parking of vehicles (in either basin, overflow lot, Kobuk Dr., or Jack Cook Ave.) in excess of seven (7) days, will be charged applicable daily storage rates (May 1 – September 30) and applicable monthly storage rates (October 1 – April 30).

G. Fisherman's Dock storage space shall be charged at a rate of ~~two dollars (\$2.00) per foot per day with a minimum length of thirty feet (30')~~ ten dollars (\$10.00) per day.

H. Upland storage of vessels that have been impounded will be charged at a rate of double the applicable storage fees based on time of year.

~~H.~~ An environmental fee shall be charged to all vessels storing their vessels in the Harbor uplands to help offset SWPPP fees and upland washdown system maintenance.

1. Trailered vessels shall be charged a flat fee of twenty dollars (\$20.00).
2. Vessels up to 35' shall be charged a flat fee of fifty dollars (\$50.00).
3. Vessels 36'-45' shall be charged a flat fee of sixty dollars (\$60.00).
4. Vessels 46' and over shall be charged a flat fee of seventy dollars (\$70.00).

SECTION III. BOAT LIFT AND TRAILER HAUL-OUTS

A. The following charges shall be made for use of the 75-ton Travelift and Harbor Trailers. However, the Harbor reserves the right to refuse lift and trailer services if necessary.

1. The minimum fee for a lift or trailer haul-out (emergency only) shall be three hundred dollars (\$300.00) based on a thirty foot (30') vessel for the first hour of use or any portion of time less than one (1) hour. Vessels thirty-one feet (31') and longer shall be charged the minimum lift fee plus and additional one dollar (\$1.00) per foot ~~over thirty feet (30')~~, i.e. a vessel of thirty-eight feet (38') shall be charged a rate of three hundred thirty-eight dollars (\$338.00).

2. For use of the lift in excess of one (1) hour over scheduled lift time (if delaying other scheduled lifts), a fee of four hundred ten dollars (\$410.00) plus one dollar (\$1.00) for each additional foot over thirty feet (30') one and a half times the applicable lift rate per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments, of one hundred two dollars and fifty cents (\$102.50) plus one dollar each additional foot over thirty feet (30').
3. For use of the lift after normal working hours, a fee of double the applicable lift rate will be charged, six hundred dollars (\$600.00) plus additional one dollar (\$1.00) per foot if over thirty feet (30'). Essentially the fee is double a regular lift, i.e. a vessel of thirty eight feet (38') shall be charged six hundred seventy six dollars (\$676.00). An additional fee of three hundred dollars (\$300.00) plus the additional one dollar (\$1.00) per foot rate if over thirty five feet (35' 30') double the applicable lift rate per hour shall be charged for each consecutive hour, billed out in fifteen (15) minute increments.
4. For use of the lift to hang overnight, a fee of double the applicable lift rate will be charged, a minimum fee of six hundred dollars (\$600.00) plus additional one dollar (\$1.00) per foot rate (doubled) if over thirty feet (30') shall be assessed, i.e. a 38' vessel would be charged six hundred seventy six dollars (\$676.00). Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred according to item #2 above. All vessels must be supported while hanging in the slings.
5. For use of the lift during winter months, the minimum lift fee of three hundred dollars (\$300.00) plus additional one dollar (\$1.00) per foot rate if over thirty feet (30') a fee of the applicable lift rate will be charged plus operator labor of sixty dollars (\$60.00) per one-half hour or one hundred dollars (\$100.00) per hour and use of genie-lift at a flat fee of sixty dollars (\$60.00). These additional fees will be in effect (as prepping the Travelift takes additional time to warm up and/or de-ice before use). Skiff and operator labor may be included if the breaking of ice for vessel to get to or from Travelift Dock is required.
6. Failure to cancel a scheduled lift one-half hour prior to time of lift, you will be charged a cancellation fee of one-half the regular lift fee for scheduled vessel.
7. All vessels being lifted to the yard for more than one month will be required to place filter fabric under the length of the vessel and all blocking as well as placing absorbent pads under the keel. If vessel owner or agent does not have filter fabric or pads, the Harbor will provide them at our cost, plus fifteen percent (15%).

8. Use of Harbor jack stands (for emergency or impound lifts) will be charged at a rate of five hundred dollars (\$500.00) per week or twenty-five dollars (\$25.00) per day from May 1st through September 30th and three hundred dollars (\$300.00) per month from October 1st through April 30th (billed out in quarter month increments).
9. Vessels requiring to be hauled out that do not have insurance shall be charged a minimum rate of \$600.00 up to thirty feet (30') and vessels thirty-one feet (31') or longer will be charged the minimum fee plus an additional two dollars (\$2.00) per foot (essentially double the rate of an insured boat) double the applicable lift rate.

SECTION IV. GRID, CRANE, AND FISH PUMP FEES

A. Grid rental rates shall be charged the following rates per foot per tide. One dollar and seventy-five cents (\$1.75) for vessels up to forty-nine feet (49'), two dollars and fifty cents (\$2.50) for vessels fifty to seventy feet (50'-70'), three dollars and twenty-five cents (\$3.25) for vessels seventy-one to ninety feet (71'-90'), and four dollars (\$4.00) for vessels ninety-one feet (91') and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.

B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.

C. The fee for use of the cranes on the Fisherman's Dock shall be eighty dollars (\$80.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one hour minimum charge of eighty dollars (\$80.00).

D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars (\$150.00) per hour.

E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars (\$20.00) per card.

SECTION V. LABOR AND SERVICES

A. Service and labor performed by the Harbormaster or any City employee working in the Valdez Harbors shall be charged at the flat rate of sixty dollars (\$60.00) per one-

half (1/2) hour minimum, per employee and one hundred dollars (\$100.00) per hour minimum, per employee for labor during normal business hours. All labor performed after normal business hours shall be charged at the flat overtime rate of one hundred fifty dollars (\$150.00) per hour, per employee. Labor requiring a call out will be charged the after-hour rate at a two (2) hour minimum rate, per employee.

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, pressure washing (impounds only), emergency vessel pump-out, etc.
2. Boat moves or towing performed in the North Basin or towed in from the breakwater shall be charged at a flat rate of sixty dollars (\$60.00) plus labor. Boat moves or towing performed from one basin to another shall be charged at a flat rate of one hundred dollars (\$100.00) plus labor.
3. Towing performed outside of the breakwater shall be charged one hundred twenty dollars (\$120.00) plus labor.
4. Pumping of vessels shall be charged a flat rate of fifty dollars (\$50.00) per pump used, plus labor.
5. Use of skiff for non-boat move related services shall be charged an hourly rate of one hundred dollars (\$100.00) plus labor.
6. Work requiring call-out shall be charged a minimum of two hours at the overtime rate.
7. Use of bobcat, loader or other equipment for customer assistance shall be charged a flat fee of sixty dollars (\$60.00) plus labor.
8. Deployment of boom shall be charged at two hundred dollars (\$250.00) plus labor and equipment costs.

B. All materials and/or supplies shall be charged at cost to the City plus fifteen percent (15%).

SECTION VI. WAIT LIST

A fifty dollar (\$50.00) per year non-refundable fee shall be charged per listing to each customer placing his/her name on the waiting list for a reserved slip.

SECTION VII. ELECTRICAL SERVICE IN THE HARBOR

A. Slip holders will be charged a monthly service charge of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour. Kilowatt rates fluctuate monthly throughout the year per local utility. (Owners or operators are responsible for notifying the Harbor office of their in and out readings from their slips.)

B. Daily flat rate for power on the water is ten dollars (\$10.00)/day for 30amp, fifteen dollars (\$15.00)/day for 50amp and twenty-five dollars (\$25.00)/day for 100amp. This rate is for transient vessels staying 15 consecutive days or less.

C. Vessel owners connecting to power without prior authorization from Harbor staff will be fined. See Section IX #12 Tampering or unauthorized use of utilities.

SECTION VIII. LAUNCH RAMP

A. Launch ramp fees will be charged at ten dollars (\$10.00) per day or seventy-five dollars (\$75.00) per calendar year for use of the launch ramp. Vessels paying annual moorage fees will be exempt from this fee, but any trailer or truck and trailer left is subject to normal storage fees.

B. This fee excludes vessels propelled solely by human power, which shall pay five dollars (\$5.00) per day or thirty-seven dollars and fifty cents (\$37.50) per year for use of the launch ramp (kayaks, canoes, paddle boards, etc.).

C. Vessel owners failing to provide proof of launch payment by receipt, self-pay stub or season launch sticker displayed on or in vehicle will be fined. See Section IX #21 Failure to pay launch fee.

D. Vessels left unattended or blocking the launch ramps will be charged a fee of twenty dollars (\$20.00) per hour.

SECTION IX. MISCELLANEOUS HARBOR FEES/FINES

The following fees/fines will be assessed for Valdez Harbors infractions:

1. \$ ~~50.00~~100.00 Speeding/violation of "No Wake" speed
2. \$ ~~75.00~~150.00 Operating a vessel in a reckless or negligent manner
3. \$ ~~75.00~~ — Operating a vessel in a negligent manner
4. \$ 75.00 Trolling or fishing from a vessel in the Valdez Harbors or breakwater
5. \$ ~~75.00~~100.00 Impeding safe navigation, includes wake-foils, paddle boards, jet skis, etc.
6. \$200.00 Disposing of trash, garbage, human refuse or animal waste, or any similar substance in the water of the harbors or upon the harbor grounds. Each infraction after the initial disposition of waste will result in an additional increase of one hundred dollars \$100.00 per violation. Upon third violation, you will be trespassed from the Harbors.
7. \$200.00 Releasing any fuel, oil, or their derivatives into the water or onto the lands of the harbors. Each infraction after the initial release will result in an additional increase of one hundred dollars \$100.00 per

- violation. Upon third violation, you will be trespassed from the Harbors.
8. \$ ~~75.00~~100.00 Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Valdez Harbors, per occurrence.
 9. \$ ~~50.00~~250.00 Creating a nuisance or conducting unlawful business, per person or occurrence
 10. \$ ~~50.00~~100.00 Failure to properly control dog or other animal, per occurrence.
 11. \$ 50.00 Improper storage on any float, ramp, decline, walk or other public place in the Valdez Harbors, except at designated loading/unloading spaces
 12. \$250.00 Tampering or unauthorized use of utilities
 13. \$ 25.00 Posting on bulletin board without proper consent
 14. \$ 25.00 Improper posting of advertisement
 15. \$100.00 Tampering or removing any sign or notice
 16. \$ 50.00 Subleasing a slip to another user
 17. \$500.00 Impoundment of vessel due to lack of payment or dereliction
 18. \$>500.00 A collection fee will be applied to any account for which formal collection action is taken, regardless of the base delinquent amount. The fee will be 100% of base amount, but not to exceed five hundred dollars (\$500.00).
 19. \$ ~~50.00~~100.00 Parking in a fire zone
 20. \$100.00 Failure to provide 24-hour notice for Harbor staff to accommodate adequate time for slip clearance, plus boat move fee for transient user being displaced without notice.
 21. \$ 40.00 Failure to pay launch fee
 22. \$100.00 Failure to adhere to the Harbor's "Code of Conduct," Harassing customers or staff. Deliberate behavior that is intimidating, hostile, offensive, or adversely impacts staff work performance. Per occurrence and third violation could result in loss of slip or transient moorage.
 23. \$ 50.00 Failure to launch tenant vessel after giving notice for Harbor to clear slip and transient vessel was charged move fee, when the move turned out to be unnecessary
 24. \$200.00 Blocking of the cranes with unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
 25. \$200.00 Storage on the Drive Down Float (which is prohibited) of unattended gear, vehicles, netting, trailers, etc. shall be charged a fine of two hundred dollars (\$200.00) per day.
 26. \$200.00+ Any commercial business or non-commercial entity performing unauthorized work, i.e. no approved permit or registration within the public lands controlled by the Valdez Harbors shall receive a penalty fine of two hundred dollars (\$200.00) per the 1st incident, ~~four hundred dollars (\$400.00)~~ three hundred fifty dollars (\$350.00) per the 2nd incident and ~~eight hundred dollars (\$800.00)~~ five

- hundred dollars (\$500.00) for the 3rd incident. After 3rd incident, business or entity will may be trespassed from the Harbors.
27. ~~\$100.00~~300.00 Defacing or vandalism of/on Harbor docks or uplands. Materials and labor charges will apply if applicable.
28. \$500.00 Discharge of any type of fireworks from the Harbor, into the water of the Harbor, or onto the lands of the Harbor. Upon third violation, you will may be trespassed from the Harbor.
29. \$50.00 Failure to return temporary card key for use of cranes or fish pump
30. \$100.00 Unauthorized use of wheeled or motorized conveyances on floats, ramps, or on water; i.e. skateboards, rollerblades, bicycles, motorcycles, wake foils, etc. unless pre-authorized by Harbor staff. Use of accessible resources are excluded from this.
31. \$100.00 Unauthorized permanent attachment of cleats, bumpers, fendering, etc. on docks or finger floats.
32. \$300.00 Utilization of boat grid without prior authorization and scheduling.
33. \$ 75.00 Disturbing the peace (fee applies per complaint, i.e. if three people complain about the same disturbance the total charge would be two hundred twenty-five dollars (\$225.00).
34. \$ 40.00+ Unauthorized camping on City of Valdez Harbor properties (May 1-Sept. 30, \$60.00/day, Oct.1-April 30, \$40.00/day)

SECTION X. SHOWER AND LAUNDRY FACILITIES

A fee of ~~four dollars (\$4.00)~~ five dollars (\$5.00) per shower will be charged for use of public showers in the restrooms located below the North Harbor office and the South Harbor Warehouse/Public Shower/Restroom building.

A fee of six dollars (\$6.00) per wash, ~~one dollar (\$1.00)~~ two dollars (\$2.00) per twelve-minute cycle for dryer will be charged for use of public laundry facilities located at the South Harbor Warehouse/Public Shower/Restroom building.

SECTION XI. MAINTENANCE AND WASHDOWN PADS

Use of the Maintenance Pads may be charged a fee of twenty dollars (\$20.00) per day for fourteen days or less; twenty-five dollars (\$25.00) per day for fifteen to thirty days; thirty-five dollars (\$35.00) per day for thirty-one days or more and includes use of power and water. In the event of unexpected or extenuating circumstances, the rate may be lowered or capped at the discretion of the Harbormaster. Use of maintenance pads is by reservation with Harbor office staff. If use of a maintenance pad is to exceed thirty (30) days, a work plan must be filed with the Harbormaster.

Use of Maintenance Pads during winter months (once water has been shut off) but electric power is needed, vessel owners will be charged a monthly service fee of twelve dollars (\$12.00) and the actual cost of power per kilowatt hour as charged by the utility plus

(\$0.025) per kilowatt hour. Vessel owners are responsible for providing their own Metermaid utility counter or other like type of counter. If no Metermaid is being used then regular daily rate of power applies.

Use of Washdown Pads are free. Power is available at the Washdown Pads and in the uplands for fifteen dollars (\$15.00) per day.

SECTION XII. WATERFRONT VENDOR AND ACTIVITY

Any commercial business selling goods or services within public lands controlled by the Valdez Harbors must first obtain a Waterfront Commercial Work Permit. The fee for the permit shall be five hundred dollars (\$500.00) annually.

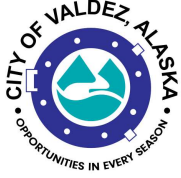
Any non-commercial entities, i.e. fish filleters selling services within the public lands controlled by the Valdez Harbors must first register with a Waterfront Activity Registration. The fee for the registration shall be ~~one hundred dollars (\$100.00)~~ two hundred dollars (\$200.00) annually and will increase by one hundred dollars per year until 2028. Snow shovelers are also required to register with the Harbormaster by filling out a Waterfront Activity Registration at not cost.

SECTION XIII. FUEL FLOWAGE FEE

Unless expressly provided otherwise in a lease, permit or concession, a fee of four cents (\$0.04) per gallon shall be charged to any person who operates a commercial fueling service at the Valdez Harbors. Before providing any commercial fueling service at the Valdez Harbors, a person must obtain a lease, permit or concession that authorizes such service.

Any person engaged in commercial fueling services shall maintain records of the amount of fuel sold per month. Records reflecting the gallons of fuels sold in any given month shall be provided to the City of Valdez Ports and Harbors Director no later than the 15th of the following month. Payment of fees for monthly fuel sales shall be made contemporaneously with the provision of records.

Commercial fueling services shall include the sale of any type of fuel in the Valdez Harbors.



Legislation Text

File #: RES 24-0052, **Version:** 1

ITEM TITLE:

#24-52 - Amending the 2024 City Budget by Accepting a Brennan Matching Fund Project Grant from the National Oceanic Atmospheric Administration and Authorizing the Re-Allocation of \$75,000 for Required Matching Funds for the Port of Valdez Hydrographic Survey

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: \$75,000

Unencumbered Balance: \$75,000

Funding Source: 350-3550-49510, NOAA Survey Grant Match Expense via Transfer from 001-3550-43400, Emergency Management Contractual Services

RECOMMENDATION:

Approve Resolution 24-52.

SUMMARY STATEMENT:

This budget resolution is necessary as it formally accepts the grant and recognizes the associated revenues and expenditures; it corrects a minor procedural oversight and now gives similar accounting treatment to all grant-like expenditures uniformly across the organization.

The City Council supported the submission of the application on Resolution 23-52 in October 2023, and approved the Memorandum of Agreement between the US Department of Commerce NOAA and the City of Valdez in August, 2024 for this project.

This resolution formally accepts and records the National Oceanic Atmosphere Administration (NOAA) Brennan Matching Fund Project Grant that has been awarded to the City of Valdez for a Hydrographic Survey of Port of Valdez.

CITY OF VALDEZ, ALASKA

RESOLUTION #24-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2024 CITY BUDGET BY ACCEPTING A BRENNAN MATCHING FUND PROJECT GRANT FROM THE NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION AND AUTHORIZING THE RE-ALLOCATION OF \$75,000 FOR REQUIRED MATCHING FUNDS FOR THE PORT OF VALDEZ HYDROGRAPHIC SURVEY

WHEREAS, the City applied for and was awarded a Port Valdez Hydrographic Survey Project by the National Oceanic and Atmospheric Administration (NOAA) Brennan Matching Fund; and

WHEREAS, City Council has approved a Memorandum of Understanding between NOAA and the City of Valdez for this project; and

WHEREAS, NOAA will fund \$250,000 on behalf of the City and the City will have a required match of \$75,000; and

WHEREAS, \$75,000 of previously appropriated match expenses are hereby re-allocated; and

WHEREAS, the 2024 Budget must be amended to appropriate the additional funds as well as to accept and record the grant revenue and expenditures; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2024 City Budget is amended as follows:

Section 1: NOAA Survey Grant Revenue, 350-3550-33410, is increased by \$250,000.

Section 2: NOAA Survey Grant Expense, 350-3550-49500, is increased by \$250,000.

Section 3: NOAA Survey Grant Match Expense, 350-3550-49510, is increased by \$75,000.

Section 3: Emergency Management Contractual Services, 001-3550-43400, is reduced by \$75,000.

Section 4: Transfer to Reserve Fund, 001-0050-49140, is increased by \$75,000.

Section 5: Transfer from General Fund, 350-0050-39100, is increased by \$75,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of November, 2024.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



November 15, 2023

Aaron R. Baczuk
Emergency Manager
City of Valdez and Valdez Police Department
212 Chenega Ave, Box 307
Valdez, Alaska 99686

Dear Mr. Baczuk,


Thank you for submitting your proposal for a new hydrographic survey of Port Valdez to the NOAA RDML Richard T. Brennan Matching Fund opportunity. This funding opportunity is intended to increase NOAA partnerships with non-Federal entities on jointly funded ocean and coastal mapping projects of mutual interest.

A NOAA team of subject matter experts reviewed your proposal against the Brennan Matching Fund criteria and determined that it has merit to move forward to the next stage of the process.¹

Refining the project area and confirming your partner match in conjunction with the NOAA contribution to the project are two important steps before we can proceed further. Once we have a good project outline and contributor breakdown, we intend to develop a memorandum of agreement to facilitate the transfer of funds to NOAA for the mapping contract. Finalizing that agreement and receiving the funds ahead of NOAA's October 2024 contracting deadline will be key to getting the work started in Fiscal Year 2025.

Thank you again for submitting your proposal. We at NOAA look forward to working with you and the City of Valdez to acquire more ocean and coastal mapping data together.

Congratulations!


Ashley Chappell
NOAA Integrated Ocean and Coastal Mapping

¹ Brennan Matching Fund Federal Register Notice,
<https://www.federalregister.gov/documents/2023/07/20/2023-15419/notice-of-matching-fund-opportunity-for-ocean-and-coastal-mapping-and-request-for-partnership>

A MEMORANDUM of AGREEMENT

**PURSUANT TO THE
COAST AND GEODETIC SURVEY ACT
33 U.S.C. §§ 883a *et seq.***

BETWEEN THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE**

AND THE

CITY of VALDEZ, ALASKA

**FOR THE PURPOSE OF
COORDINATING AND LEVERAGING PARTNER RESOURCES
FOR OCEAN AND COASTAL MAPPING**

**NOS MOA-2024-061/12890
Valdez Tracking #:**

I. PARTIES and PURPOSE

- A. This Memorandum of Agreement (Agreement) is between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), and the City of Valdez (Valdez), Alaska, (independently, the “party,” collectively, the “parties”). The Office of Coast Survey is the primary NOS program office participating in this Agreement.
- B. The purpose of this Agreement is to establish terms and conditions for the acquisition and processing of, and the product development from, mapping data within the Valdez area of interest, with initial focus on approximately 32.5 square nautical miles of hydrographic survey in Port Valdez waters. Valdez seeks bathymetric data to help city emergency managers understand and plan for potential impacts of known historical subaerial slope failures that have caused previous damage and loss of life in the Valdez community. NOAA’s interest is in acquiring elevation data for safe navigation and other coastal resilience and/or management decisions.
- C. NOAA accepted the Valdez project as a Brennan Matching Fund project in November 2023.¹ The Brennan Matching Fund is a program that invites non-Federal entities to partner with NOAA on co-funded ocean and coastal mapping projects with a 70/30 funding split between NOAA and the non-Federal entity. Non-Federal entities benefit from this opportunity by leveraging NOAA's contracting expertise, including its pool of pre-qualified technical experts in surveying and mapping as well as its data management to ensure that the data are fit for the intended purpose and are usable for a broad set of purposes.
- D. This Agreement is funded.

II. AUTHORITIES

- A. The legal authority for NOS to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA; 33 U.S.C. §§ 883 *et seq.*).
 1. Section 883e(1) of the CGSA authorizes NOAA to enter into cooperative agreements, or any other agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and

¹ Background information about the Brennan Matching Fund is available at <https://iocm.noaa.gov/planning/contracts-grants-agreements.html>.

mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof.

2. Section 883e(2) of the CGSA authorizes NOAA to establish the terms of any such agreement, including the amount of funds to be received, and may contribute that portion of the costs incurred by NOAA, including ship time and personnel expenses, which the Secretary determines represents the amount of benefits derived by the Administration from the agreement.
- B. The programmatic authority for NOS to enter into this Agreement is the CGSA, 33 U.S.C. §§ 883a *et seq.*
 - C. Valdez’s statutory authority to enter into this Agreement is AS 29.04.010 (Home rule) and AS 20.35.260 (Cities outside boroughs). As a chartered home rule municipality, Valdez has all powers not prohibited by law or charter.

III. PROJECT BACKGROUND and SCOPE of WORK

- A. Brief Project Description: This NOAA/Valdez partnership project is for a new hydrographic survey of Port Valdez, located in the northeast Prince William Sound beginning at the west end of the Valdez Arm. In 1964, a magnitude 9.2 earthquake decimated the Old Town of Valdez through a series of subaerial landslides that swept away infrastructure and caused inundating tsunamis, contributing to loss of life. Large amounts of unconsolidated sediment are constantly being deposited in Port Valdez; however, the last hydrographic surveys were conducted over twenty years ago. The current amount, size, or location of subaerial slope instability is unknown. A new hydrographic survey of Port Valdez will provide a contemporary baseline to support further hazard detection, planning, monitoring, mitigation, and response. The evaluation of this area requires high-resolution bathymetry and backscatter to help assess current conditions in Port Valdez waters and its seafloor configuration. The survey area is approximately 32.5 square nautical miles and encompasses known historical subaerial slope failures that have caused previous damage and loss of life in the Valdez community (Figure 1). New data and monitoring of ongoing environmental changes to that data, create opportunities for new disaster modeling, contribute to informed mitigation, preparation, and response decision making by Valdez officials, inform the City Planning Department’s Hazard Mitigation Plan, and prepare the City’s Incident Management Team by identifying known hazards.



Figure 1: Port Valdez Brennan Matching Fund Project Area

- B. The parties agree to jointly acquire a minimum of 32.5 square miles of complete coverage bathymetric (more specifically described as high-resolution MultiBeam EchoSounder (MBES)) data² within the Valdez area of interest as follows:
1. NOS will contribute funding to acquire 25 square nautical miles of MBES data in the project area, and provide hydrographic surveying and mapping expertise; project design; contract management and oversight; survey compliance; survey/control and correction/calibration services; data processing, including fully processed bathymetric attributed grids (BAGs) and backscatter imagery, quality assessment and review of all acquired mapping data; and data management and stewardship from acquisition to dissemination, inclusion in NOAA’s National Bathymetric Source database, and archive at the NOAA National Centers for Environmental Information. The table below, from NOAA’s 2024 Hydrographic Survey Specifications and Deliverables (HSSD) publication, represents the

Table 6.4.2 General 1 Minimum Required Grid Resolution

Depth Bands (m)		General 1 Minimum Required Grid Resolution (m)
Single Resolution (SR)	Variable Resolution (VR)	
0-40	0-40	1
36-80	40-80	2
72-160	80-160	4
144-320	160-320	8
288-640	320-640	16
576-1280	640-1280	32
1152+	1280+	64

² Refers to MBES data acquired in accordance with specifications in Sections 5.2 and 6.2 and including Option A for coverage in Sections 5.2.2.2-4 of the NOAA Office of Coast Survey Hydrographic Surveys Division *Hydrographic Survey Specifications and Deliverables* (HSSD, 2022) and following *Backscatter measurements by seafloor-mapping sonars: Guidelines and Recommendations* (GOEHAB, 2015).

various grid resolutions that NOAA anticipates delivering relative to water depths.³ These resolutions align with International Hydrographic Organization Order 1a standards.

2. Valdez will contribute funding to acquire 7.5 square nautical miles of MBES data in the project area and provide input on project design to ensure appropriate coverage and resolution of the multibeam hydrographic survey and promote public access to the resulting MBES data, BAGs, backscatter imagery, any other products, and metadata for their availability and use in regional analyses for decision-making.
- C. Pursuant to 33 U.S.C. § 883e(2), NOAA has determined that the benefit it receives from this Agreement will meet or exceed its contributions for MBES data collected and processed. The benefits to NOAA include: an additional 7.5 square miles of complete coverage, high-resolution MBES data acquired, for comprehensive coverage of the Valdez area of interest to improve nautical charts and other mapping products that NOAA would not otherwise acquire at this time.

IV. SCHEDULE, FUNDING, AND REIMBURSEMENT ARRANGEMENTS

- A. Once this Agreement becomes effective, NOS will assume responsibility for a minimum of \$250,000 in NOAA funding plus the Valdez funding identified in Section IV.B. for the services and deliverables identified in Section III.B, including bathymetry and backscatter acquisition and processing, and contractor mobilization and de-mobilization costs for the full Valdez data project, as well as roughly \$100,000 in in-kind services for data QA/QC and contract management.
- B. Once this Agreement becomes effective, Valdez will transfer \$75,000 in funds to NOAA for the acquisition area and deliverables identified in Section III. Contractor mobilization and de-mobilization costs will be covered by NOS's contribution in Section IV.A. herein. NOAA reserves the right to increase the area surveyed depending on NOAA resources available and its own assessment of additional survey requirements in the vicinity to take advantage of contracting efficiencies.
 1. Valdez will advance these funds ahead of performance, as the funds are required for NOAA to issue a task order for an approximate total of \$325,000 on one of its geospatial services contract vehicles for MBES data. Valdez shall make payment within 45 days of the receipt of the invoice. Invoices not paid within 90 days from date of bill will bear

³ Available at https://nauticalcharts.noaa.gov/publications/documents/HSSD_2024-1-01.pdf

Interest, and other fees required by Federal law, at the annual rate pursuant to the Debt Collection Act of 1982 (31 U.S.C. § 3717). A high-level cost breakdown of the full project follows:

- \$250,000 – 25 sq. mi MBES acquisition and processing (NOAA)
- \$75,000 – 7.5 sq. mi. MBES acquisition and processing (Valdez)
- \$100,000 – data QA/QC and contract management (NOAA in-kind)

- C. After executing a contract, NOS will deliver to Valdez copies of the survey Project Instructions that will detail projected survey dates and deliverables, to include high resolution MBES data and backscatter data and data products. All project deliverables will be in accordance with the standards and specifications as laid out in NOAA’s HSSD. All deliverables will be provided to Valdez after they are delivered to NOAA by the contractor on Task Order specified timeframes. NOS anticipates being able to share these deliverables with Valdez by no later than September 30, 2026.
1. All processed data and data products shall be referenced to horizontal datum NAD83 (2011) or later. All vertical data shall be reduced to NAVD88 and Mean Lower Low Water. Bathymetric data shall be gridded to 1 meter resolution and delivered in BAG format. A backscatter mosaic shall be delivered in floating point GeoTIFF format. A Data Acquisition and Processing Report documenting all equipment, systems, and processes used for data acquisition and processing and a Descriptive Report, detailing the survey standards, methods and results, shall be submitted with the data.
- D. NOS will send invoice(s) for the \$75,000 funding match to the following address:

Name: Aaron Baczuk
Title: Emergency Manager, Office of Emergency & Disaster Management
City of Valdez
Address 1: 212 Chenega Ave/ Box 307
Address 2: Valdez, Alaska 99686
Phone: 907-835-4560
Email: ABaczuk@pd.valdezak.gov

E. Fiscal and Accounting Data

1. Valdez Employer ID: 92-6000143
UEI: J4J1BXA95JA8

2. NOAA/NOS DUNS Number: 78-156140209
Employer ID: 52-0821608
Appropriation Symbol for Collection: 13x1450
CBS ACCS number: 14-202X-1RKXXX- P00-10-XX-0000-00-00-00-00

V. CONTACTS

A. The contacts for coordinating activities under this Agreement are:

1. NOS Technical
Name: Michael W. Stephens
Title: Contracts Team Lead, Operations Branch, Hydrographic Surveys Division
Agency: Office of Coast Survey, NOAA
Address 1: 1315 EW Hwy N/CS
Address 2: Silver Spring, MD 20910
Phone: 404-444-0412
Email: michael.stephens@noaa.gov

2. NOS Administrative/Financial
Name: Ashley Chappell
Title: NOAA IOCM Coordinator
Address 1: 1315 EW Hwy N/CS
Address 2: Silver Spring, MD 20910
Phone: 240.429.0293
Email: ashley.chappell@noaa.gov

3. Valdez Administrative/Technical
Name: Aaron Baczuk
Title: Emergency Manager, Office of Emergency & Disaster Management City of Valdez
Address 1: 212 Chenega Ave/ Box 307
Address 2: Valdez, Alaska 99686
Phone: 907-835-4560
Email: ABaczuk@pd.valdezak.gov

4. Valdez Financial
Name: Barb Rusher
Title: Comptroller
Address 1: 212 Chenega Avenue/P.O. Box 307
Address 2: Valdez, Alaska 99686
Phone: 907-834-3475
Email: brusher@valdezak.gov

VI. PERIOD OF AGREEMENT, MODIFICATION, OR TERMINATION

- A. This Agreement will become effective upon the date of the last signature and shall remain in effect until September 30, 2029, unless modified or extended by amendment.
- B. The parties agree to review the terms and conditions of this Agreement at least once every 2 years to determine whether the Agreement should be revised or canceled.
- C. This Agreement may be amended to include other joint project areas between the parties relating to coastal mapping or extended at any time before the expiration through mutual written consent of the parties.
- D. This Agreement may be terminated by (1) mutual written consent; (2) 30 days advance written notice by either party, or (3) completion of operation/terms of this Agreement.

VII. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current Department of Commerce or Valdez directives. If the terms of the Agreement are inconsistent with existing directives of either of the parties entering into this Agreement, then those portions of this Agreement that are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interests of the parties.
- B. Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each

party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

VIII. APPROVALS

ACCEPTED AND APPROVED FOR THE U.S. DEPARTMENT OF COMMERCE,
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, NATIONAL
OCEAN SERVICE

BY: _____ DATE: _____

Name: RDML Benjamin K. Evans, NOAA
Title: Director, NOAA Office of Coast Survey

ACCEPTED AND APPROVED FOR THE CITY of VALDEZ, ALASKA

BY: _____ DATE: _____

Name: Dennis Fleming
Title: Mayor

ATTEST: _____

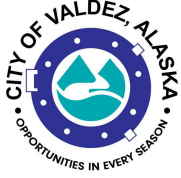
Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

BRENA, BELL & WALKER
Attorneys for City of Valdez

By:

Jon S. Wakeland



Legislation Text

File #: 24-0455, **Version:** 1

ITEM TITLE:

Procurement Report: Professional Services Agreement With Bell and Associates for Survey of Cooperative Resource Management Area and Associated Trail System.

SUBMITTED BY: Paul Nylund - Senior Planner/GIS Technician

FISCAL NOTES:

Expenditure Required: \$59,044
Unencumbered Balance: \$0
Funding Source: 001-5500-43400

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

The City of Valdez has entered into a Professional Services Agreement (PSA) with Bell and Associates, for survey and platting services in regard to ADL 234033. The amount of compensation included in this PSA is not to exceed \$59,044 as was outlined in the quote received from Bell and Associates on September 9th, 2024, and included in the attached PSA.

This survey is required to formally establish the boundary of the area subject to a Cooperative Resource Management Agreement (CRMA) that the City of Valdez entered with the State of Alaska Department of Natural Resources (AKDNR) in April of 2023. The resulting Record of Survey produced by the contractor must be approved by the DNR Platting and Surveying Section as well as the City of Valdez Planning and Zoning Commission before recording.

The field work for this survey is to be completed in spring/summer of 2025, and the preliminary survey is to be submitted to the DNR for review early fall of 2025. This selection is located in the Mineral Creek drainage, mostly north of the lower canyon, and encompasses the majority of the non-motorized cross country ski trails (shown in yellow on attached map). The adjacent city trails will also be surveyed as a part of this project.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and BELL AND ASSOCIATES (“Consultant”) is effective on the 12 day of October 2024.

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

**Project: Survey of ADL 234033
Contract No.: 2273
Cost Code: 001-5500-43400**

Consultant’s project manager under this agreement is Werner Macedo.

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

City’s project manager is Paul Nylund.

ARTICLE 1. Scope of Work

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

ARTICLE 2. Compensation

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

ARTICLE 3. Period of Performance

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

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement by December 31, 2025. Work shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services
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ARTICLE 4. Subconsultants

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

ARTICLE 5. Insurance

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

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

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

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

Agreement for Professional Services
Project: Survey of ADL 234033
Contract No.: 2273
Cost Code: 001-5500-43400



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

BELL AND ASSOCIATES

Signed by:
Werner Macedo
FD2802B740CB431...
Authorized Signature

Werner Macedo

Printed name

Date: 10/1/2024 | 9:40 AM AKDT

Title: Survey Project Manager

FEDERAL ID #: 92-0128211
801 W Fireweed Ln. # 201

Mailing Address

Anchorage, AK, 99503

City, State, Zip Code

Signed by:
Chris Burt
44CB8ED70C51477
Signature of Company Secretary or Attest

Date: 10/1/2024 | 9:42 AM AKDT

**CITY OF VALDEZ, ALASKA
APPROVED:**

DocuSigned by:
John Douglas
John Douglas, City Manager

Date: 10/1/2024 | 8:08 PM AKDT

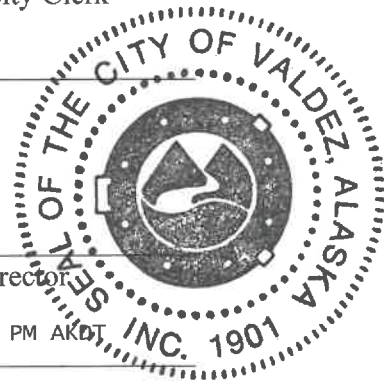
ATTEST:
Sheri L. Pierce
Sheri L. Pierce, MMC, City Clerk

Date: 10/1/24

RECOMMENDED:

Signed by:
Kate Huber
Kate Huber, Planning Director

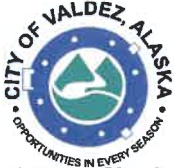
Date: 10/1/2024 | 7:48 PM AKDT



**APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.**

Jon S. Wakeland
Jon S. Wakeland
Date: 7/7/24

Agreement for Professional Services
Project: Survey of ADL 234033
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Appendix A
Scope of Work

BASIC SERVICES

Provide all professional services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached statement of qualifications dated June 14th, 2024 and cost estimate dated September 9, 2024, which are incorporated herein by reference.

Appendix B
Basis of Compensation

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

Payment shall be made based on the proposed fee and shall not exceed \$59,044 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Agreement for Professional Services
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Appendix C

General Conditions

I. Definitions:

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

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

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

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

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

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

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

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

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

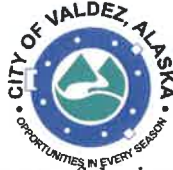
Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

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

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service

Agreement for Professional Services
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or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

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

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

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

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

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

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

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

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

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

VI. Changes:

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

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the

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Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

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

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

VIII. Inspections:

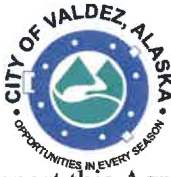
The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

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

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

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

X. Officials Not to Benefit:

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

XI. Independent Consultant:

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

XII. Ownership of Work Products:

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

XIII. Subconsultants, Successors and Assigns:

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

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

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

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

Agreement for Professional Services
Project: Survey of ADL 234033
Contract No.: 2273
Cost Code: 001-5500-43400



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

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

XIV. Claims and Disputes:

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

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

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

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may

Agreement for Professional Services
Project: Survey of ADL 234033
Contract No.: 2273
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possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.

- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.
- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

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

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

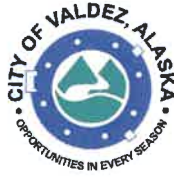
This Agreement may be changed only by written amendment executed by both the City and the Consultant.

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

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

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

Agreement for Professional Services
Project: Survey of ADL 234033
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XVI. Governing Laws:

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

XVII. Minimum Wages:

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

Agreement for Professional Services
Project: Survey of ADL 234033
Contract No.: 2273
Cost Code: 001-5500-43400



City of Valdez
Contract Release Page 1 of 2

The undersigned, BELL AND ASSOCIATES, for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract (“Contract”):

Project: Survey of ADL 234033
Contract Number: 2273

The undersigned hereby acknowledges receipt of the amount of \$ _____ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.

STATEMENT OF QUALIFICATIONS

ADL 234033

**MINERAL CREEK TRAILS
COOPERATIVE RESOURCE MANAGEMENT AGREEMENT AREA (CRMAA)
AS-BUILT & RECORD OF SURVEY**



	Cover Letter	(2)
1.0	EXPERIENCE AND TECHNICAL COMPETENCE	
1.1	Understanding of State & Federal Requirements	(3)
1.2	Experience with Alaskan Projects & Institutions	(3)
1.3	Understanding of Specific Site Constraints & Logistics	(4)
1.4	Technical Ability and Experience with Major Project Scopes:	(4)
1.5	Experience Working on Government Funded Projects	(5)
1.6	Roles of Key Individuals & On-Site Functions	(6)
2.0	PROJECT APPROACH AND MANAGEMENT	
2.1	Communications with the City of Valdez and DNR	(9)
2.2	Plan for making trips and evaluating sites in Valdez	(10)
2.3	Project Schedule and Budget Management	(10)
2.4	Deliverables & Relative Frequency	(10)
	Attachment A - Resumes	

CONTACT: Brad Rinckey, PLS
907.230.7724
brinckey@bellalaska.com



801 West Fireweed Ln, Suite 201, Anchorage, AK 99503
907.274.5257 | 907.743.3480
www.bellalaska.com

Date: June 14th, 2024



Cover Letter

F. R. BELL & Associates, INC (BELL) is pleased to present the City of Valdez with our Statement of Qualifications for the completion of the Mineral Creek Trails Cooperative Resource Management Area (CRMAA) As-Built and Record of Survey. BELL is an employee-owned consulting firm operating in Alaska since 1974. Our team of professional engineers and surveyors serve as both prime and sub consultants on projects in Alaska and abroad, including federal, state and local governments, commercial, industrial, private, and oil and gas. Our main office is in Anchorage, and we also have an office on the North Slope of Alaska in Prudhoe Bay.

During peak season, we maintain a staff of more than 40 engineers, surveyors, technicians, and support personnel to provide land and construction surveying, utility engineering, transportation engineering, land-use planning and development, engineering, 3D-laser scanning, Ground Penetrating Radar (GPR), and unmanned aerial surveys (drones). We have embraced cutting edge technology on all our projects. These technologies not only improve the quality of data, but also reduce costs significantly.

Founded in 1974 by F. Robert BELL PE, PLS and John Herring PLS, our company was among the first contractors to work on the Slope for Alaska's growing oil industry. We have provided these services for Husky Oil (1978-1984), ARCO/BP/Hilcorp in Prudhoe Bay (1976-present), as well as Kuparuk (1978-1985), Conoco/BP/Hilcorp in Milne Point (1979-1985, and at present), and Exxon in Pt. Thomson (1980 – present). We have also provided services for these organizations and others elsewhere on the North Slope as well as in Russia, Korea, Canada, and others.

Bell maintained an office in Valdez as the Alyeska Pipeline survey contractor for 10 years, and we are very familiar with the environmental and logistical challenges that operating in Valdez presents. We also have extensive experience completing Alaska State Land Surveys, government funded projects, and Record of Survey projects. Our experience in these areas ranges from the smallest one-acre projects, to enormous platting, right of way, and land development surveys.

Our familiarity with remote sites and cities within unique Alaskan geography is one of the contributing factors of our sterling safety record. We take safety seriously, especially given Alaska's extreme conditions. We have not had a lost-time accident in over 20 years, nor have we had a recordable accident since 2005. Having a great safety record has also made BELL a great place to work!

At BELL, our expertise lies in our people and our culture. We provide our clients with solution-based design, permitting, surveying, engineering and construction management services. Services that result in effective solutions in both the short and long term. By working closely with clients at every stage of a project, BELL has developed a strong sense of professionalism and created a fun place to work in Alaska. It is the policy of the firm to prohibit discrimination against its employees because of age, sex, race, color, religion, physical handicap, national origin, creed, citizenship, marital status, Vietnam era or disabled veteran status, sexual orientation, or any status or characteristic protected under federal, state, or local laws.

We are pleased to offer the City of Valdez the best service possible for the completion of this project, and look forward to delivering a quality product in a timely and cost effective manner. Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "BR", with a horizontal line underneath.

Bradford Rinckey, PLS
Senior Survey Manager
(907) - 230 - 7224

ADL 234033 - THE MINERAL CREEK TRAILS - COOPERATIVE RESOURCE MANAGEMENT AGREEMENT AREA AS-BUILT & RECORD OF SURVEY



BELL understands that the objective of this project is to perform an as-built and boundary survey to create a Record of Survey to support the Mineral Creek Trails Cooperative Resource Management Agreement Area (CRMAA). The City of Valdez is seeking professional surveying services to satisfy the requirements of the survey instructions issued by the Department of Natural Resources Division on Land, Minerals, and Water (DNR) for ADL 234033. To satisfy the Record of Survey requirements, the scope of work includes the survey of the CRMAA boundary (encompassing approximately 80 acres); over 2 miles of the Mineral Creek Trails system; and Mineral Creek Road and the ordinary high water of Mineral Creek through the CRMAA.

The ownership of the land will remain with the DNR while the agreement will transfer the management and maintenance to the City of Valdez. This will ensure the trails will be cared for and enjoyed by the residents of Valdez and visitors for generations to come.

This project is unique in that it will require coordination with two government agencies. Special attention must be given to ensure that each agency's terms, policies, and procedures are followed.

The qualified surveying firm hired by the City of Valdez must have the experience and know-how to recover and establish the boundary, define the Right-of-Way (ROW) along Mineral Creek Road, as-built the Mineral Creek Trails, and capture the ordinary-high-water (OHW) of Mineral Creek. Field efforts are expected to result in a final plat issued to both DNR DMLW & the City of Valdez drafted in accordance with DNR standards.

The following sections detail our qualifications for performing the requested work.

1. - Experience & Technical Competence

1.1 - UNDERSTANDING STATE & FEDERAL REQUIREMENTS

BELL has a 50-year history providing professional surveying services in Alaska in accordance with state and federal laws and regulations. As a company, BELL holds a current Alaska business license. Our surveyors are also licensed in Alaska to provide surveying services. It is our principle to carefully follow the laws and regulations where we practice professional surveying. We understand the importance of licensure and engage in continuing education as required for licensure renewal. In fact, our project manager, Brad Rinckey PLS, is currently serving a four-year term on the Alaska State Board of Registration for Architects, Engineers, and Land Surveyors.

The surveying services provided to the City of Valdez and DNR will be conducted by Werner Macedo, PLS. Werner is licensed to practice Professional Land Surveying in Alaska. He has 16 years of experience conducting Alaska State Land Surveys, Record of Survey, American Land Title Association surveys, and boundary surveys all in Alaska. Werner is also a Certified Federal Land Surveyor (CFedS) which demonstrates his knowledge and qualifications to

conduct surveys in or near Federal interest lands. As a certified CFedS, Werner possesses an enhanced knowledge of thorough research practices; boundary law and title examination; survey evidence analysis; lost corner restoration; water boundaries; and the Public Land Survey System.

Conducting boundary surveys and Records of survey is not new to BELL and our proposed team. We have completed many over the years. We will deliver a final plat with associated work products to the City of Valdez and DNR in accordance with state and federal laws and regulations; professional land surveying standards; and DNR's survey instructions.

Additionally, having worked on many federally-funded projects, BELL is registered with the System for Award Management (SAM) and the Invoice Processing Platform (IPP). We are ready to provide proof of our current Alaska business license and our land surveyor's professional certifications and licenses to practice in Alaska, when requested.

BELL's proposed team has successfully provided Records of Survey for projects across Alaska, many of which are similar in size and scope to this project. The following section details two of these projects, and we highlight the similarities to the work required for ADL 234003.

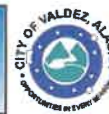
1.2 - EXPERIENCE WITH STATE PROJECTS

Alaska State Land Survey 2016-25 Deadhorse, Alaska (2020)

In 2020, BELL provided professional land surveying services to conduct Alaska State Land Survey 2016-25 to facilitate the issuance of a public and charitable lease to the North Slope Borough. The project included the surveying and platting of a 62-acre reservoir located west of the Sagavanirktok River in Deadhorse, Alaska. The scope of work consisted of creating a parcel that surrounded the reservoir and its appurtenances from a larger parent parcel owned by the State of Alaska. Tasks included conducting research; recovering monumentation; retracing previously surveyed lines; conducting an as-built survey of the reservoir; re-establishing previously surveyed lines; setting primary and secondary monuments; preparing a plat; and following the subdivision process with DNR and the North Slope Borough.

As a unique feature to this survey, BELL had to establish the boundary between the Sagavanirktok (Sag) River and ASLS 2016-25 by determining the original (naturally unaltered) ordinary high-water line of the Sag River. To determine the original high-water line, we researched historic maps and aerial imagery and compared them to the surveyed ordinary high-water line to determine if fill had been placed in the riverbed to change the original boundary.

ADL 234033 - THE MINERAL CREEK TRAILS - COOPERATIVE RESOURCE MANAGEMENT AGREEMENT AREA AS-BUILT & RECORD OF SURVEY



Brad Rinckey and **Werner Macedo** worked together to ensure the survey met all the State of Alaska and North Slope Borough regulations and requirements, and **Werner** and **Vivian Santiago** worked together to draft and to produce the final plat meeting DNR standards. The plat was successfully recorded as Plat # 2021-1 in the Barrow Recording District.

Record of Survey: EPF 20220003 Big Lake, Alaska (2022)

In 2022, **Brad Rinckey** and **Werner Macedo** worked together with the DNR and Matanuska Electric Association's (MEA) Right-of-Way agent to develop the Record of Survey instructions for as-builts of multiple submerged, cross-lake and shoreland loop cable installations of existing and proposed electric lines within State managed shorelands. This collaboration between BELL, the DNR, and MEA was paramount to the success of these projects. At the time, there were no established survey instruction requirements for Record of Survey of cross-lake cable installations. After all parties agreed upon established survey instructions, Brad and Werner worked on planning the surveys from beginning to end, which included record's research, scheduling, surveying, drafting, and finalizing the deliverables.

During the research phase, Werner analyzed record plats; BLM plats and notes; and existing easement descriptions. This was done to create a basemap of the project area so we could identify the monuments needed to retrace boundary lines and to draft the easements. The next step was to coordinate the utility locates and to conduct the survey. **John McKiernan** and **Mat Malnoske** conducted the survey under Werner's and Brad's supervision by recovering/establishing project control; recovering boundary monuments; surveying the Ordinary High Water; as-building the submerged electric lines; and surveying manmade and natural features within 50 feet and 100 feet of the easement boundaries. Surveying the Ordinary high water was of extreme importance on these surveys because they would establish the boundary between the utility easement on the shorelands and the uplands.

Post-survey, Werner mapped the improvements and designed an easement centered on the submerged electric lines. The product was a Record of Survey plat in accordance with survey instruction. Brad conducted a completeness and quality check before submitting the preliminary plat. After addressing the comments from DNR, BELL produced and signed a final plat on mylar.

1.3 - SITE CONSTRAINTS & LOGISTICS

Decades of experience working in Alaska has led to surveying in all degrees of terrain and weather in both urban and rural settings. Our proposed team has the background and knowledge to complete this project successfully and safely. During 2004-2014, BELL had an office in Valdez as part of the Alyeska Trans-Alaska Pipeline System survey contract. We are intimately familiar with the weather, constraints, and logistics that apply to working in and around Valdez.

One of the challenges to conduct this survey in an efficient, cost effective, and timely manner is to safely manage the weather conditions in Valdez. We know Valdez experiences heavy rain and snowfall throughout the year. Flooding from storm events is a real threat in Valdez. We are aware of the historic flooding event during the fall of 2006 which damaged a significant stretch of the Richardson Highway. Managing the weather while planning and conducting the survey is of the utmost importance. Due to the heavy rain and snowfall, there are optimal times to conduct the survey, namely, during the drier months of May-August.

Another potential safety concern are encounters with Alaska's wildlife, particularly bears. Our crew members are trained in bear safety. We always carry bear spray, work in groups of two, and stay within sight of each other. In anticipation of spotty cell phone reception, our survey crews will also be equipped with a satellite phone and an inReach location device. The project area is also relatively large and contains dense vegetation and steep slopes. To speed up travel time, we will use 4-wheelers where allowed by state and local laws, and we will obtain any permits, as required. Since Valdez is in the road system, our crews will drive from Anchorage and bring all the necessary gear, including 4-wheelers. We are experts and planning, logistics, weather monitoring, on-site transportation, and access authorization to complete this survey.

One example where we safely surveyed in a remote location was for an ice road on the north slope conducted in January and February. The survey was located 35 miles from help. The survey required multiple survey crews, and the work involved close weather monitoring, creating a strict survey plan and schedule, and included safety gear so the crew could survive overnight should the unforeseen occur. The project was completed successfully under budget and without incident.

1.4 - MAJOR PROJECT SCOPE: ABILITY / EXPERIENCE

The following section includes two projects conveying directly relevant experience to the survey needs required for ADL 234033.

Alaska Tideland Survey (ATS) #1760 Prudhoe Bay, Alaska (2023)

In 2023, BELL was tasked with as-building the West Dock Causeway and Seawater Treatment Plant (STP) on the Prudhoe Bay lease area. DNR was seeking to facilitate the issuance of a 25-year tideland lease of Tract A. Tract A is a **442-acre parcel** and its boundary was dictated by the natural meander of the mean high water. The field survey was completed by **Vincent Carlos** under the supervision of **Kirstyn Draper, PLS.**

ADL 234033 - THE MINERAL CREEK TRAILS - COOPERATIVE RESOURCE MANAGEMENT AGREEMENT AREA AS-BUILT & RECORD OF SURVEY



We started by researching historical ATS and BLM surveys and survey notes to determine the original boundary and to create a map with the original monumentation. Primary and secondary monumentation was set as needed following the recovery stage. Old aerial photography plus the original surveys and notes were used to best determine this record delineation. Vincent utilized information from the tidal station at STP to survey the mean high water delineating the survey area. BELL management closely followed the surveying activities to ensure DNR survey instructions were followed.

After data collection, we were able to establish and delineate the state-owned accretions by comparing the original mean high-water line to the existing mean high-water line. **Vivian Santiago** drafted the preliminary plat.

To date, we have submitted a preliminary plat and are currently working with DNR to achieve a recorded final plat. Deliverables to DNR have thus far included the newly-set monumentation and photos, OPUS solution report, field notes, raw data, and a preliminary plat. Final deliverables will include a mylar copy of the final plat, and digital files of the CSV delimited point file, and final versions of .DWG and .SHP files.

Manh Choh Project Tok, Alaska (2022 - 2023)

For the last two years, BELL supported the construction of the Manh Choh gold mine located east of Tok, Alaska. The project involved the **development of all mine site facilities, infrastructure, and a 16.5-mile road** originating at the Alaska Highway. Difficult and treacherous terrain combined with ample wildlife in the summer and extreme cold in the winter made for a uniquely challenging work environment.

The initial steps were to recover and validate the project's survey control. In May 2022, **John McKiernan** successfully completed the monument recovery effort to complete the project's first milestone. After establishing primary control, John set 5/8" rebar monuments with 2" aluminum caps to establish secondary control throughout the project area.

To aid in the early construction efforts, John provided an as-built survey of the existing trails to provide the client with points of entry for mobilizing equipment up the mountainside. These as-builts were provided as a courtesy to our client and turned out to be very useful because they resulted in the redesign of many access roads resulting in cost-savings to the project.

One of our primary duties was flagging the clearing limits to establish the ROW for roadway construction. This was a challenging task because the access roads had a curvilinear alignment that followed the contours along the edge of the mountain in the presence of extremely dense brush, vegetation, and steep grades.

By the end of the project, John was supporting five separate construction crews by staking gravel roads, pads, ramps, ditches, culverts, pipeline corridors, and mining infrastructure including fuel islands, buildings, truck scales, and reservoir ponds. Additional responsibilities included providing as-built surveys of the existing electrical infrastructure for the tie-ins to the guard shack near the mine road entrance and the man camp within the Tok city limits.

John was supported by **Werner Macedo** throughout the two years. Besides providing support to John, Werner provided a wide variety of deliverables including working CAD files, as-builts, and surfaces for design and quantity takeoff purposes.

A lot of the project's success can also be attributed to **Brad Rinckey** for his logistical support and project management skills. To the satisfaction of our client, deliverables were completed on time and under budget, exceeding expectations.

1.5 - GOVERNMENT FUNDED PROJECT EXPERIENCE

BELL's proposed project team has previous experience providing surveying services to municipal, state, and federal agencies. In the following section, we discuss two projects which showcase directly relevant experience providing surveying services like those required for ADL 234033.

Kasilof River Area, Topographic & Control Surveys - Kasilof, Alaska (2015)

In 2015, the **Alaska Department of Transportation & Public Facilities (DOT&PF)** awarded BELL a contract to establish control, property boundaries, and conduct a topographic survey in the Kenai Peninsula's Special Use Area as part of an improvement project. The project's scope included surveying two 12-acre sites. The first site was located near the Lower Kasilof Drift Boat Takeout and the second site was located near the mouth of the Kasilof River.

Werner Macedo led the survey crew and completed the boundary survey to accurately define the subject properties. Monuments were recovered and surveyed to accurately resolve and establish all exterior lot lines. Due to the age of the subdivision, this required researching and surveying the surrounding properties.

After establishing the boundary, we surveyed 25 feet beyond the boundary to support the engineering design effort. The design survey also included all existing above ground infrastructure, underground utilities, and pipe inverts of existing culverts. When appropriate, we surveyed existing structures beyond the 25-foot limit when deemed necessary. Terrestrial Laser Scanning was used to capture the widely-varied topography of the site, which included tide channels, sand dunes, and various unique ground features.



When finished, **Vivian Santiago** combined the design survey of the topographic features with the boundary survey to generate a base map suitable for the design and development of the engineering plans. The base maps were developed in accordance with DOT&PF drafting standards.

The surveying effort and base map development were completed on schedule and under budget.

**ASLS 2012-08: Municipal Entitlement
Talkeetna, Alaska - (2018)**

In 2013, the **Matanuska-Susitna Borough (MSB)** contracted BELL to provide surveying and platting services for Alaska State Land Survey 2012-08, containing approximately 3.5 acres of land located near Christiansen Lake in Talkeetna, Alaska for the purpose of facilitating the conveyance of title of State land to the MSB.

In preparation for the survey, **Werner Macedo** conducted rigorous research and the analysis of BLM plats and notes, right of way drawings, and adjacent subdivision plats. To define the boundaries of ASLS 2012-08, Werner and Mat searched and recovered record monuments that would help establish the boundaries of section lines, ROW, and subdivision boundaries. They also surveyed the ordinary high water of Christiansen Lake since a portion of ASLS 2012-08 is bounded by the lake.

To establish the section lines, the survey crew had to cover a large area searching for BLM monuments of record. The monumentation was tied to the survey by conducting a network adjustment on simultaneous GPS static observations. By employing a network adjustment on the static observations, BELL was able to achieve the relative positional accuracy required by the State. As part of the survey, BELL also marked the boundary corners with primary monuments and their corresponding accessories and Carsonite witness posts.

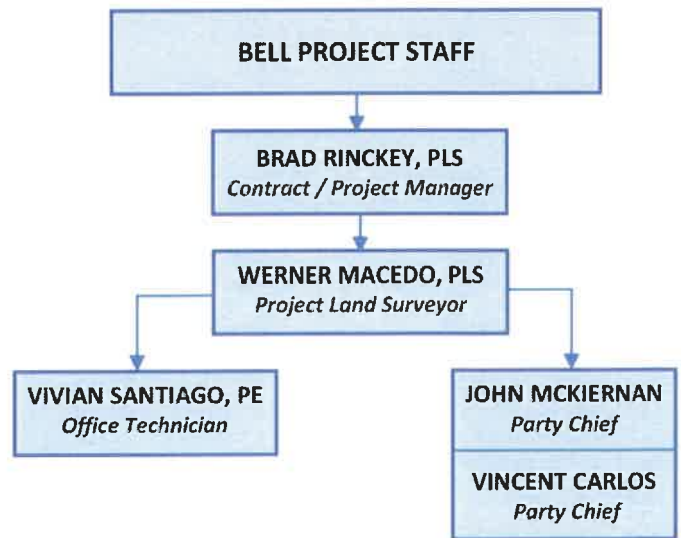
ASLS 2012-08 was also subject to a historical public access easement of record. During the survey, Werner and Mat surveyed a trail that led to the lake, which appeared to agree with the location of the public easement as shown on historical maps. However, the record legal description for the public easement lacked enough information to accurately determine its location. To validate the existing trail as the public easement, Werner had to research and analyze historical aerial imagery to correlate the age with the date of the recorded document that created the public easement.

Werner and **Vivian Santiago** worked together on the preparation of plat ASLS 2012-08 in accordance with DNR drafting standards. The survey was performed in accordance with the DNR survey instructions and the MSB platting code. The plat was successfully recorded as Plat #2014-5 in the Talkeetna Recording District.

1.6 - KEY INDIVIDUALS: ROLES & ON-SITE FUNCTIONS

BELL offers the City of Valdez a team that has over 80 years of combined experience. Under the leadership of Senior Project Manager Brad Rinckey, they have worked as a team for the past 6 years and have successfully completed projects of different scopes and magnitudes all over Alaska. The team BELL is offering was specifically chosen for this project because of their qualifications and experience successfully fulfilling the same role on similar projects. Aside from our team's experience and qualifications, our commitment to collaboration, mentorship, camaraderie, and continuous improvement are additional qualities that make us a successful team. Additionally, Bell has the ability and flexibility to fulfill each of the positions with other team members should the unexpected occur.

Our team is presented in the following chart.



**Brad Rinckey, PLS (11299)
Contract / Project Manager**

Brad has over 28 years of surveying experience in Alaska. For the last 18 years, Brad has served as a Project and Department Manager. Brad has supervised up to 18 staff members performing field and office survey tasks. Brad is sensitive to local cultures and traditions and has worked closely with local people and stakeholders with an interest in the project. Perhaps Brad greatest strength is his eye for detail. He has been responsible for all deliverables produced during that 18-year period and prides himself in providing the same quality survey products whether working on a small lot survey or a multimillion-dollar survey project. Brad will serve as the main point of contact under this contract.

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Brad is an expert with organization and project logistics as he has simultaneously managed different projects throughout Alaska. Over half of our work is performed outside of Anchorage. Being able to successfully manage flight schedules, remote data transfer, transportation on site, lodging, and meals is required for the success of any survey project.

Being a good manager requires both excellent listening, and communication skills and Brad possesses them both. These skills have developed over his 28-year career, but he is especially skilled at listening to the clients' needs and effectively passing them down to the crew on the ground, giving the same level of respect to the client down to the beginning surveyor.

Generally, there are three items that are paramount to the client and stakeholders. Budget, quality work products, and schedule. In this project, successfully achieving these begins with meeting with the City of Valdez and the DNR and defining expectations. Brad will be sure to explain that while the City of Valdez is our client, we need to follow the DNR survey instructions and procedures. To help with this explanation, Brad will develop a comprehensive survey plan and schedule to complete the work. Once agreed upon by all three parties, Brad will develop a corresponding budget.

Progress reporting is essential to staying on budget and schedule. Brad will provide progress reports to the City of Valdez's Project Manager on the completion of certain milestones. Examples would be completion of field work, completion of the Record of Survey (ROS), submittal of application to DNR, and recording the ROS. Bell has Infocus Project Management Software which allows us to get real-time checks on the budget spent instead of waiting until monthly invoicing.

One project that required all the above-mentioned project management skills was the recent completion of the **Manh Choh Project** (as described in section 1.4 of this proposal). BELL provided multiple survey crews and provided survey services to construct 16.5 miles of roadway. It was a 2-year project and was successfully completed on time and under budget.

Werner Macedo, PLS (141895), CFedS Project Land Surveyor

Werner will serve as the project's licensed land surveyor of record. He has 16 years of experience in the industry, 14 of which while working for BELL. As the project's licensed surveyor, he will be the main point of communication between BELL and DNR's surveyor. Werner has completed many surveys on State land, including as-builts throughout his career and is familiar with the Record of Survey process and requirements for as-builts.

During the early phase of the project Werner will attend the kickoff meeting with the City of Valdez and the as-built

planning meeting with the DNR Survey Section. Having completed numerous DNR plats such as **ASLS 2016-25** and **Record of Survey for EPF 20220003** (both described in section 1.2 of this proposal), Werner has intimate knowledge of the survey instruction requirements for DNR plats. Due to this frequent interaction and Werner's excellent stakeholder engagement, he has also built a good relationship with the DNR Survey Section staff. Based on this experience, Werner believes the As-built planning meeting will be go smoothly and will focus mainly on clarifying instructions specific to the boundary control and establishment of the boundary of the Mineral Creek Trails CRMAA. During this phase, he will also collaborate with Brad to define the scope and develop the schedule and budget.

Before the field survey activities are performed, Werner will conduct research of record plats and descriptions pertinent to the establishment of the boundaries of the Mineral Creek Trail CRMAA. These will include plats and notes of US surveys, BLM cadastral surveys, and subdivision plats. Werner has excellent research skills and is very thorough. Utilizing this information in conjunction with the survey instruction requirements, Werner will create a survey plan. The survey plan will be part of the field packet along with detailed field instructions, checklists, maps, plats, and aerial imagery. Werner will discuss the survey plan and field packet contents in detail with the field crews to ensure a clear understanding of the objectives, requirements, and deliverables before the field survey commences.

Prior to the field survey, Werner will also assess the adequacy of the existing 2023 City of Valdez aerial imagery with the intent to utilize it for the surveying of the trail system and its appurtenances. Based on his experience with the collection, processing, and production of georeferenced orthorectified aerial imagery, Werner believes the existing imagery will satisfy DNR's mapping-grade positional accuracy standards of +/- 3 meters. However, if post-analysis it is determined not to be adequate, then Werner will include an aerial survey mission to the survey plan. Werner is also a licensed drone operator and has produced several orthorectified images for use in as-builts such as for Matanuska Electric Association Coronado design basemap,

During the execution of the survey, Werner will direct and manage the field activities, communicating daily with the field crews to provide guidance and instruction. John will be the lead party chief and Vincent will be the second party chief. Werner and John have worked together for many years under this structure and have successfully completed several surveys. Werner will also be conducting daily quality control checks on the field data and analyzing boundary evidence against the record to validate the monumentation found. Werner is a subject matter expert when it comes to analyzing boundary evidence

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and resolving the boundary. His experience as a Certified Federal Land Surveyor (CFedS) is particularly beneficial to the survey of the Mineral Creek Trails boundary since most of its boundaries are determined by the retracement of US Survey boundaries and the subdivision of sections of the Public Land Survey System.

Post-survey, Werner will direct and manage plat preparation. Werner and Vivian have worked together on numerous DNR plat deliverables and are well versed in the DNR platting requirements and deliverable acceptance process. Most of the drafting will be conducted by Vivian, while Werner will provide guidance and perform quality control on each deliverable. This set-up has worked successfully on DNR projects such as **ASLS 2016-25** (described in section 1.2 of this proposal) and **ASLS 2012-08** (described in section 1.5 of this proposal). Due to their extensive DNR platting experience and quality assurance measures, Werner expects minimum red lines on the preliminary plat. In case any of DNR's red lines or comments require further clarification, he will communicate with DNR's surveyor to ensure a mutual understanding. After resolution of the comments, from both DNR and the City of Valdez, Werner will deliver the final plat and deliverables to both parties.

Vivian Santiago, PE, CESCL Office Technician

BELL is lucky to have someone as dynamic and talented as Vivian on the team. Vivian is a professional Civil Engineer and has over 20 years of experience in civil engineering design, but she has also been supporting BELL's surveying department for the past 10 years with tasks such as conducting research, processing data, and preparation of survey deliverables such as topographic and design maps, Records of Survey, plats, as-builts, plot plans, ALTA surveys, and other surveying projects. Vivian will be the survey office technician on this project and her primary role will be the drafting and preparation of the Record of Survey for ADL 234033. Vivian has intimate knowledge of the DNR drafting requirements and standards and has prepared several DNR plats such as **ASLS 2016-25** (as described in Section 1.2 of this proposal) & **ATS No. 1760** (as described in section 1.4 of this proposal). She has also drafted several other DNR plats including ASLS 2007-51, ASLS 2012-30, ASLS 2014-49, and ASLS 2016-25 to name a few.

Vivian will work in close collaboration with Werner to produce the preliminary and final deliverables. Vivian is proficient with AutoCAD Civil 3D which she uses daily not only for her civil designs, but also for the completion of drafting of survey deliverables. Vivian will begin the drafting process by importing all the survey data and automated linework into a DNR Record of Survey drawing template which is preloaded with the DNR title block. She will then proceed into planning the paper layout by choosing an appropriate DNR drawing scale and determining the number of sheets that will be required to adequately show the information. Vivian anticipates that

due to the size of the project, 2 sheets will be required to provide a complete, clear, and accurate representation of the Mineral Creek Trails Cooperative Resource Management Agreement Area (CRMAA). Vivian's excellent layout designing skills, in combination with the use of tables and details are key in the preparation of a plat that is well balanced and easy to read. After preparing the layout, she will proceed to draft the linework and making plat annotations ensuring that all the measurements, appropriate line types and weight, symbols, legend, and other DNR requirements are met. By applying her over 20 years of drafting experience, excellent organization skills, and attention to detail, Vivian will deliver a quality preliminary plat that conforms to DNR standards. Before submitting the preliminary plat to DNR and the City of Valdez, Werner will conduct a quality control check as part of our procedure. Upon approval for a final plat deliverable, Vivian will plot a full size mylar and will assist in preparing the other deliverables such as a final CAD drawing and GIS shape files, as well as a point delimited file of the survey data.

John McKiernan Lead Survey Party Chief

John will serve as the lead survey party chief. Since joining Bell in 2013, John has successfully fulfilled this role and completed various survey projects across Alaska. John possesses many qualities which make him ideally suited for this role including experience, leadership, and strong communication skills, which is why he is often assigned to lead projects with major scopes, such as our **Manh Choh Project** during 2022-2023 (described in greater detail in section 1.4 of this proposal).

John's many years of experience conducting field work throughout Alaska in all kinds of weather and terrains make him an asset in the planning and execution stages of this project. During the planning stage, John will provide valuable input which will help us develop the schedule and survey plan. He will also assist with organizing logistics and prepare the mobilization. John will oversee establishing project control and recovering boundary monumentation. He will also be the field survey lead. John's first field task will be to establish project control in an area suitable for a GPS base station. John has done this hundreds of times and Werner trusts his judgement in choosing a suitable location. His next step will be to recover survey monuments of record. Early in John's surveying career, Werner mentored John and transferred his knowledge and experience in retracing boundary lines and searching for monuments. This has been demonstrated through John's successful completion of several American Land Title Surveys (ALTA), known amongst surveyors as "the Cadillac of boundary surveys". To establish the boundary of the Mineral Creek Trails CRMAA, the survey crew will have to recover monumentation well past its boundaries. Some of the monuments needed are a few thousand feet away from

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the trail system and located in dense, steep terrain. John's experience working in challenging terrains will be beneficial to the completion of this project in a safe and efficient manner.

To survey the Mineral Creek Trail System within the CRMAA. BELL plans to utilize the existing 2023 City of Valdez's survey of the trails. But, if it is determined that the aerial imagery does not meet DNR's requirements, John will conduct an aerial survey. John is an experienced licensed drone pilot and has conducted many aerial surveys with the same objective. While working at the Manh Choh project, he conducted aerial surveys almost daily as part of collecting as-built and volumetric data, as well to provide project progress updates through an aerial perspective.

Throughout the progression of the field survey, John will monitor progress and communicate daily with Brad and Werner to provide project updates and convey any concerns. He will also conduct daily field data quality control and he will back up and transmit the data to Werner.

Vincent Carlos, LSIT
Survey Party Chief

Vincent will serve as the second party chief. He will be tasked with surveying the ordinary high-water line of Mineral Creek, the as-built survey of Mineral Creek Road, and if necessary, establish ground control for the aerial as-built of the trail system. Vincent has 6 years of surveying experience working on numerous projects throughout Alaska. During his 6-year surveying career, he has spent much of his focus on small to large scale design surveys under the direct supervision of a licensed surveyor. Through working these various projects, he has accumulated a vast knowledge of field procedures when it comes to data collection and understands what is required to deliver accurate and defensible survey products.

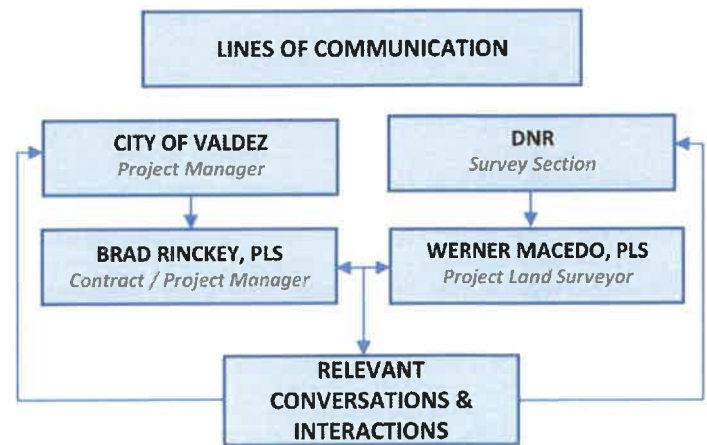
Vincent has conducted several design and as-built surveys such as the Fish Creek Trail Connection Project, Ship Creek Trail to Tony Knowles Coastal Trail Connection Project, and the Sterling Highway MP 44.5 to 58 Reconstruction ROW Mapping Project. This experience ties directly with his abilities to survey the Mineral Creek Road within the CRMAA. Vincent also has the knowledge and experience to establish the ordinary high-water line. To give an example of his understanding and experience with water boundaries, Vince had to determine the mean high-water line of **Alaska Tideland Survey # 1760** (as described in detail in Section 1.4 of this proposal). Vincent is well versed in establishing horizontal and vertical control networks. Additionally, Vincent is a licensed drone pilot and has a clear understanding of the procedures and requirements for establishing ground control for an aerial survey.

2.0 - Project Approach & Management

We are fully aware of the challenges of surveying in Valdez, and we have developed a work plan to overcome those challenges to deliver this project in a cost-effective and efficient manner. The table shown on the next page and the following sections describe our work plan in detail.

2.1 - COMMUNICATIONS WITH CITY OF VALDEZ PROJECT MANAGER & DNR

The chart presented below shows how the lines of communication will be maintained throughout the project.



We envision Brad will work more closely with the City of Valdez to manage the project and Werner will work more closely with DNR to develop the final plat and related work products.

Brad and Werner will communicate daily while the survey is being completed in Valdez and as the work products are being developed. Important communications will be routed to all parties. Conversations between Brad and the City of Valdez and between Werner and DNR will be memorialized in e-mails and sent out as shown in the chart to ensure everyone is properly informed.



2.2 & 2.3 TRIPS / EVALUATIONS / TIME / BUDGET

We address sections 2.2 and 2.3 under the same heading because the two sections are inter-connected within the broader framework of our work plan shown to the right.

After the as-built planning meeting with DNR and the City of Valdez, we will assemble the field packet; complete site evaluations; acquire permits; and find lodging accommodations and access to ATVs. Concurrently, we will start tracking the weather in Valdez looking for a suitable weather window to complete the boundary survey and the as-built survey in summer or fall during **ONE** trip to Valdez.

When we identify a suitable weather window, we will mobilize two 2-man survey crews. One 2-man crew will be tasked with completing the boundary survey and the other 2-man crew will be tasked with completing the as-built survey. Including mobilization and demobilization, we expect the surveys to take less than one week to complete.

Having surveyed in Valdez for 10 years, we are aware of the inherent challenges to plan and execute a work plan, especially with the unforeseen always looming large to torpedo any well thought out plan. However, by properly preparing in advance, carefully tracking the weather, and mobilizing two 2-man crews to complete the surveying efforts in the shortest amount of time possible, we will have minimized our risk and maximized our chances of providing the City of Valdez and DNR work products in a cost-effective and efficient manner.

2.4 DELIVERABLES & RELATIVE FREQUENCY

Our work plan shown to the right identifies the contract deliverables as described in the request for qualifications and survey instructions.

Immediately after we receive a Notice-to-Proceed from the City of Valdez, we will assemble and acquire the planning documents and schedule the as-built planning meeting with DNR. After the planning meeting, we will write a meeting summary to be shared with the City of Valdez and the DNR to memorialize conversations from the planning meeting.

After we complete the boundary and as-built surveys, we will prepare the preliminary plat with the accompanying deliverables. After submitting the preliminary plat, we anticipate receiving review comments from DNR, adjudicating the comments, and resubmitting the preliminary plat for concurrence.

After we receive concurrence from DNR, we will submit the final plat with the accompanying deliverables.

WORK PLAN

AS-BUILT PLANNING MEETING (DELIVERABLE)

- ▶ Overview Maps
 - USGS Quadrangle
 - Google Maps
 - GIS Land Status
- ▶ Planning Documents
 - Record Plats & Field Notes
 - * BLM Plats
 - * US Surveys
 - Easement Documents
- ▶ Planning Meeting with DNR

PREPARATION

- ▶ Assemble Field Packet
 - Record Plats
 - US Surveys
 - BLM Plats
 - Search Coordinates
- ▶ Site Evaluation
 - Aerial Imagery
 - Existing Maps
- ▶ Acquire Permits
 - Temporary Access from DNR
- ▶ Research Accommodations / Lodging
- ▶ Acquire ATVs
- ▶ Weather Monitoring / Weather Window
- ▶ Mobilize Two 2-Man Survey Crews

FIELD SURVEY (DELIVERABLE)

- ▶ CRMAA Boundary Survey (Survey Instructions)
 - Control Monuments & Accessories
 - Carsonite Utility Markers
 - Ordinary High Water - Mineral Creek
 - Mineral Creek Road
- ▶ As-Built Survey
 - Mineral Creek Trails System

PRELIMINARY PLAT (DELIVERABLE)

- ▶ (2) Full-Size Paper Copies
- ▶ PDF Copy
- ▶ OPUS Solutions Report
- ▶ Photos
- ▶ Submit to DNR and City of Valdez / Address Comments / Resubmit / Concurrence

FINAL PLAT (DELIVERABLE)

- ▶ Full-Size Mylar
- ▶ Delimited Files on CD/Thumb Drive
- ▶ DWG and SHP Files CD/Thumb Drive
- ▶ GIS Files CD/Thumb Drive

THANK YOU FOR YOUR CONSIDERATION.

ATTACHMENT A:

RESUMES

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Bradford J. Rinckey, P.L.S

Senior Survey Manager

Mr. Rinckey has over 28 years of experience surveying in Alaska. For 18 of those 28 years, he has managed entire surveying departments. Mr. Rinckey is an expert at project logistics, and he has supervised up to 18 staff members at one time while concurrently performing field and office management tasks for projects spread throughout the state. Mr. Rinckey is sensitive to local cultures and traditions and has worked closely with native Alaskans with an interest in his projects. Perhaps Mr. Rinckey's greatest strength is his attention to detail. He has been responsible for all the project deliverables produced during his 18-years managing surveying departments. He prides himself in providing the same quality survey products whether working on a small lot survey or a multimillion-dollar survey project.

The following is a partial list of the projects completed by Mr. Rinckey relevant to the Mineral Creek Trails project:

Badami Old Field DNR Record of Survey, Exxon Corporation: Serving as the Survey Manager, Mr. Rinckey was in responsible charge for all survey deliverables. Mr. Rinckey supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions. The Record of Survey drawing and application were submitted to DNR for final approval and recordation. The project was performed for the Exxon Corporation and was needed to protect underground utilities. The survey was performed on time and under budget.

Flat Lake Record of Survey DNR, Matanuska Electric Corporation (MEA): This was a challenging project. The objective was to create a ROS to support easement documents for electric lines that were submerged in the lake. The lines were located and zones were created to group the submerged lines under one easement. Serving as the Survey Manager, Mr. Rinckey was in responsible charge for all survey deliverables. Mr. Rinckey supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions. The ROS drawing and application were submitted to DNR for final approval and recordation. The project was performed for the MEA and was needed to protect underground utilities. The survey was performed on time and under budget.

Experience

Time with Bell & Associates: 5 years
Time in Profession: 28 years

Registration

Professional Land Surveyor, 2005
Alaska LS 11299

Education

AS Commercial Photography, 1985
Lansing Community College, Michigan

AS Commercial Photography, 2000
60 Credits University of Alaska,
Anchorage

40 credit hours SRWA, Right-of-Way
Agent training

References

Joe McElroy, Trihydro, 907.262.2315
Donna Brechan, MOA, 907.343.8135
Tom Adams, MSB, 907.861.7751

Matanuska-Susitna Brough Operations and Maintenance Term Survey Contact: Brad worked as the contract manager on the contract for 6 years. As the manager, Brad oversaw field and office survey on various survey tasks. Brad was the surveyor in responsible charge for all tasks. He provided review and signed and stamped each deliverable. Survey tasks included design surveys for roadways, bridges, fish passage studies, utility placement and easements, right-of-way map-ping, construction survey support, control surveys, erosion study mapping, legal descriptions and platting.

Lookout Landing Phase 2 Subdivision, Carr-Gottstein: Serving as the Platting Manager, Mr. Rinckey was in responsible charge for all survey deliverables. Mr. Rinckey supervised field and office personnel to create a new 30 lot subdivision in South Anchorage. Brad worked closely with the owners and the MOA to perform the field survey and submit the plat application. The project was approved by the Platting Board and recorded. The project also included construction surveying for building a road and installing utilities. Work products were completed on time and under budget.

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Werner Macedo, P.L.S., CFedS

Survey Project Manager

Mr. Macedo has 16 years of experience surveying in Alaska. He has shown proficiency both in the office and in the field in completing residential, commercial, industrial, and state projects. He has extensive experience in data collection and processing of data from technologies such as GPS, conventional surveying instruments, and aerial drones. He is also very knowledgeable on the limitations and capabilities of survey instruments such as GNSS receivers, data collectors, robotic total stations, and automatic levels. He is well versed in using survey software such as Trimble Business Center, ArcMap, and AutoCAD Civil3D. He also has experience with Pix4DMapper to produce orthomosaics, digital surface models, and digital terrain models. His many layers of experience and education allow him to be able to be involved in every stage of a survey project from start to finish.

The following is a partial list of the projects completed by Mr. Macedo relevant to the Mineral Creek Trails project:

Big Lake EPF 20220003 Record of Survey (ROS), DNR, Matanuska Electric Cooperative (MEA): The objective of this project was to create a ROS to support easement documents to protect electric lines that were submerged in the lake. After consulting with the MEA ROW staff and the DNR, we determined that the electric lines could be grouped into zones so that multiple lines could be included in one ROS drawing and document. This was a challenging project and Werner worked closely with the Survey Manger Brad Rinckey. Werner and Brad were in responsible charge for all survey deliverables. Werner supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions. The ROS drawing and application were submitted to DNR for final approval and recordation. The survey was performed on time and under budget.

Deadhorse NANA Reservoir Record of Survey, DNR, Ice Oilfield Services: Alaska State Land Survey 2016-25 was to facilitate the issuance of a public and charitable lease to the North Slope Borough. The project included the surveying and platting of a 62-acre reservoir located west of the Sagavanirktok River in Deadhorse, Alaska. The scope of work consisted

of creating a parcel that surrounded the reservoir and its appurtenances from a larger parent parcel owned by the State of Alaska. Tasks included conducting research; recovering monumentation; retracing previously surveyed lines; conducting an as-built survey of the reservoir; re-establishing previously surveyed lines; setting primary and secondary monuments; preparing a plat; and following the subdivision process with DNR and the North Slope Borough. Werner served as project manager and was in responsible charge for all survey deliverables. Werner supervised field and office personnel to perform the field survey to the provided DNR Survey Instructions.

ASLS 2012-08 Municipal Entitlement Survey, Plat, DNR and MSB: BELL provided surveying and platting services for Alaska State Land Survey 2012- 08, containing approximately 3.5 acres of land located near Christiansen Lake in Talkeetna, Alaska for the purpose of facilitating the conveyance of title of State land to the (MSB). Werner conducted rigorous research and analyzed BLM plats and notes, right of way drawings, and adjacent subdivision plats. The field work included defining boundaries of section lines, road right of way, and subdivision boundaries. They also surveyed the ordinary high water of Christiansen Lake, as portion of ASLS 2012-08 is bounded by the lake. The existing monumentation was tied to the survey by conducting a network adjustment on simultaneous GPS static observations. As part of the survey, Werner also marked the boundary corners with primary monuments and their corresponding accessories and Carsonite witness posts. ASLS 2012-08 was also subject to a historical public access easement of record. To validate the existing trail as the public easement Werner had to research and analyze historical aerial imagery to correlate the age of the with the date of the recorded document that created the public easement. MSB approved and recorded the plat.

Experience

Time with Bell & Associates: 14 years

Time in Profession: 16 years

Registration

Professional Land Surveyor, 2019

Alaska Registration No. 141895

Education

B.S. Geomatics, 2011

University of Alaska, Anchorage

Certifications

Certified Federal Surveyor, 2021

CFedS Certificate No. 1823

FAA Remote Pilot Certificate, 2021

References

Thomas Van Thiel, MEA, 907.761.9572

Stanley Brown, DNR, 907.269.8521

Rick Allison, PLS, 425.359.1235

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Vivian Santiago, P.E.

Office Technician

Mrs. Santiago is a well-rounded civil engineer with over 20 years of experience designing infrastructure projects for public and private clients throughout Alaska and the Philippines. She has been a great asset to the company for the last decade as not only a design engineer but as a drafter supporting the survey department. She has produced countless deliverables for a wide-ranging group of clients, including the State of Alaska and DNR. She is capable of drafting to the standards any project requires.

Experience

Time with Bell & Associates: 10 years
Time in Profession: 21 years (Alaska)

Registration

Civil Engineer, 2016
Alaska CE 114006

Education

BS Civil Engineering, 1988
Mapua Institute of Technology
(Philippines)

Certifications & Training

- CESCL , AGC-23-0221
- Anchorage Fish Passage Workshop, USFWS and ADF&G
- Stream Restoration Workshop, ADF&G and MOA
- HEC-RAS River Analysis System, NHI
- RSMMeans Estimating Seminar

References

Robert Gubernick, USFS, 218.626.4351
David Boulter, AWWU, 907.564.2762
Mark Silvia, Rohde Associates,
907.331.3111

design, and cost estimating. To complete the hydrologic and hydraulic analysis, Mrs. Santiago performed the actual stream measurements inputted into the HECRAS model used to calculate flows. She also produced all deliverables including site plans and design packages. She also provided a full suite of digital deliverables including DWG files.

Yakutat Housing, Yakutat, Alaska: On behalf of the Yakutat Tlingit Tribe, Mrs. Santiago developed 3 residential properties on Lake Street, in Yakutat, Alaska. Mrs. Santiago designed the grading and drainage plans; water and sewer mainline extensions with sewer service connections. She calculated design flows for the sewer design and prepared the permit application and obtained approval through the Alaska Department of Environmental Conservation. An interesting design feature involves the use of geogrid for slope stabilization and the design of a segmental retaining wall to address steep grades at the north end of the project. . She also produced all deliverables including site plans and design packages. She also provided a full suite of digital deliverables including DWG files.

The following is a partial list of the projects supported by Mrs. Santiago with relevance to the Mineral Creek Trails project:

Alaska Tideland Survey #1760, Prudhoe Bay, Alaska: DNR was seeking to facilitate the issuance of a 25-year tideland lease for Tract A, a 442 acre parcel with boundary dictated by the natural meander of high water. Vivian's role in this project has been as the primary drafter. She has taken a large amount of survey data and created a plat, drafted to the standards DNR requires. The preliminary plat has been submitted and is under review.

USDA Forest Service Fish Passage Improvements, Various locations in Southeast Alaska: Under a multi-year contract with the USDA Forest Service, Mrs. Santiago designed over 100 culvert replacements located in the Tongass National Forest over the course of a 5-year period. Mrs. Santiago was responsible for all the technical aspects of the designs. She worked closely with the USDA Forest Service to ensure that the culvert designs and deliverables met the standards set forth by the agency. Mrs. Santiago performed hydrologic and hydraulic analyses; roadway and stream realignments; streambank restoration plans; material stability analyses; engineer's estimates; and permit acquisitions from regulatory agencies. She also produced all deliverables including site plans and design packages. She also provided a full suite of digital deliverables including DWG files.

Moose Creek Pedestrian Bridge, Alaska: On behalf of the Chickaloon Village Traditional Council, Mrs. Santiago played a significant role in the design of a 70-ft long, multi-use bridge across Moose Creek near Sutton, Alaska. To develop the design, public safety, stream restoration, and improvements to fish and wildlife passage were strongly considered. The main goal of this project was to allow for historic access to public lands while eliminating the negative impacts associated with ATVs adversely impacting salmon habitat when they cross the creek. The scope of work included site reconnaissance, a topographic survey, geotechnical assessment, hydrologic and hydraulic analysis, bridge

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John McKiernan

Survey Party Chief

John McKiernan was hired by BELL in 2013. For the last 11 years, Mr. McKiernan has served many roles in the surveying and construction professions, primarily in Prudhoe Bay. Initially, he fulfilled the role as a civil inspector on seasonal construction projects where his primary responsibility included operating a nuclear densimeter for the purpose of materials testing. Due to Mr. McKiernan's ability and willingness to learn, his career transitioned from construction to surveying. Over the years, Mr. McKiernan has learned all aspects of the surveying profession particularly in support of civil design projects. Mr. McKiernan has completed topographic, ALTA, Right-of-Way (ROW), and construction surveys throughout Alaska. Mr. McKiernan is certified by the Federal Aviation Administration as a UAV pilot and is versed in the use of UAVs for surveying and data collection.

The following is a partial list of the projects completed by Mr. McKiernan directly relevant to the Mineral Creek Trails project.

Matanuska Electric Association (MEA) Term Survey Contract (2020-2022): Mr. McKiernan worked as a party chief for the duration of this term contract supporting MEA with design, construction, and as-built surveys. Mr. McKiernan regularly worked as a 1-man survey crew where he would perform all the fieldwork and staking required to complete individual task orders requested by MEA. Daily duties included monument and property corner recovery, boundary surveys, and construction staking for infrastructure upgrades. Mr. McKiernan regularly balanced his workload across multiple jobsites spanning from Willow to Eagle River.

Manh Choh Project (2022-2023): Mr. McKiernan served as a field survey lead on the Manh Choh Project (Tok, Alaska) in support of access road and mine facility construction. Mr. McKiernan's responsibilities included monumentation recovery in support of ROW delineation and flagging clearing limits and wetlands areas. Mr. McKiernan operated a drone to collect topographic survey data for the purposes of volume computations and the production of daily progress reports. Daily duties included GPS surveys, UAV surveys and utility staking.

North Slope Borough Term Survey Contract (2020-Present) BELL's term contract with the North Slope Borough has afforded Mr. McKiernan the opportunity to perform boundary and ROW surveys; monument and property corner recoveries; and easement, utility, and construction staking in small villages throughout the North Slope. Two examples of Mr. McKiernan's surveying experience in challenging locations are in Point Lay, Alaska and outside of Utqiagvik, Alaska. In Point Lay, Mr. McKiernan completed a topographical and ROW design survey for the purpose of upgrading the electrical infrastructure throughout the community, and outside of Utqiagvik, Mr. McKiernan completed topographical and ROW surveys to support the construction of new electrical infrastructure serving the Barrow Gas Fields.

Experience

Time with Bell & Associates: 11 years
Time in Profession: 11 years

Certifications

FAA Part 107 Remote Pilot License

Education

BA - Journalism, 2009
University of Alaska, Anchorage

References

Dylan Wedgewood, JDS Energy & Mining, 780.288.6624

Greg Errico, Errico Electrical Engineering, 907.345.6168

Chris Schultz, TriHydro Corporation, 907.529.0100

BELL & ASSOCIATES

ENGINEERING | SURVEYING | 3D SCANNING



Vincent Carlos, LSIT

Survey Party Chief

Vincent Carlos Junior has been providing surveying services throughout Alaska to clients like the City of Valde and DNR for the last 6 years. During that time, Mr. Carlos has completed boundary, topographic and bathymetric surveys. He is trained in the use and calibration of Trimble Business Center and Leica survey equipment and the use of AutoCAD Civil3D and Microsoft Office software for mapping purposes. He is well versed in establishing horizontal, vertical, and geodetic control networks and has been trained to follow best practices for field procedures, data collection, and computations to deliver accurate, timely, and defensible survey products. Since joining BELL in 2023, Mr. Carlos has broadened his surveying capabilities to include construction surveying. Mr. Carlos' willingness to learn and accept new challenges and responsibilities makes him an irreplaceable asset to BELL's surveying department.

The following is a partial list of projects worked on by Mr. Carlos during his survey career:

- Downtown Trail Connection – Ship Creek Trail/Tony Knowles Coastal Trail
- Fish Creek Trail Connection Project – Fish Creek Trail/Coastal Trail Pathway
- Pittman Road Shoulder Widening and Slope Flattening – Zehnder Road to Church Road
- Glenn Highway: Airport Heights to Parks Hwy Rehabilitation and Integrated Corridor Traffic Management
- Newtok Airport Relocation

Experience

Time with Bell & Associates: 1 year
Time in Profession: 6 years

Certifications

FAA Part 107 Remote Pilot License
Land Surveyor In Training (LSIT)

Education

B.S. Geomatics, 2018
University of Alaska, Anchorage

References

Bill Preston, PLS, 907.646.9638

- Sterling Highway MP 44.5 to 58 Reconstruction Remote Sensing
- Sterling Highway MP 44.5 to 58 Reconstruction Survey Services
- Sterling Highway MP 44.5 to 58 Reconstruction ROW Mapping
- Alyeska Highway/Seward Highway Intersection Improvements
- Haines Beach Road Landslide

September 09, 2024

City of Valdez
Community Development Department
212 Chenega Ave.
P.O. Box 307
ATTN: Paul Nylund

RE: Cost Estimate for Mineral Creek Trails CRMAA Survey – ADL 234033

Mr. Nylund,

On behalf of BELL & Associates, I would like to thank you for the opportunity to present you with the following cost estimate for the Survey of ADL 234033: The Mineral Creek Trails CRMAA As-built and Record of Survey.

We have been studying the survey instructions requirements, researching record plats of parcels that share boundaries with this survey, and have considered the probability of the survey monuments existing, as well as terrain and weather implications.

Our expected costs for the survey of ADL 234033, which include the DNR survey fees is as follows:

- Survey of ADL 234033: \$56,144

Additionally, the City of Valdez has requested for a combined cost estimate to complete the survey of ADL 234033 and the survey of the centerline of additional trails outside of the boundaries of ADL 234033. A map and shapefile showing the additional trails was received on August 23, 2024. Please note that ***the combined cost estimates assumes that both surveys will be conducted on the same trip, and that the survey of the additional trails is of the centerline of the trails only.*** The combined cost estimate is as follows:

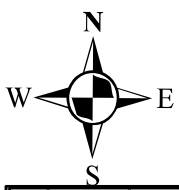
- Survey of ADL 234033 AND Additional Trails survey: \$59,044

We look forward to working with the City of Valdez to complete this project. Please let me know if you have any questions or if you would like to discuss further.

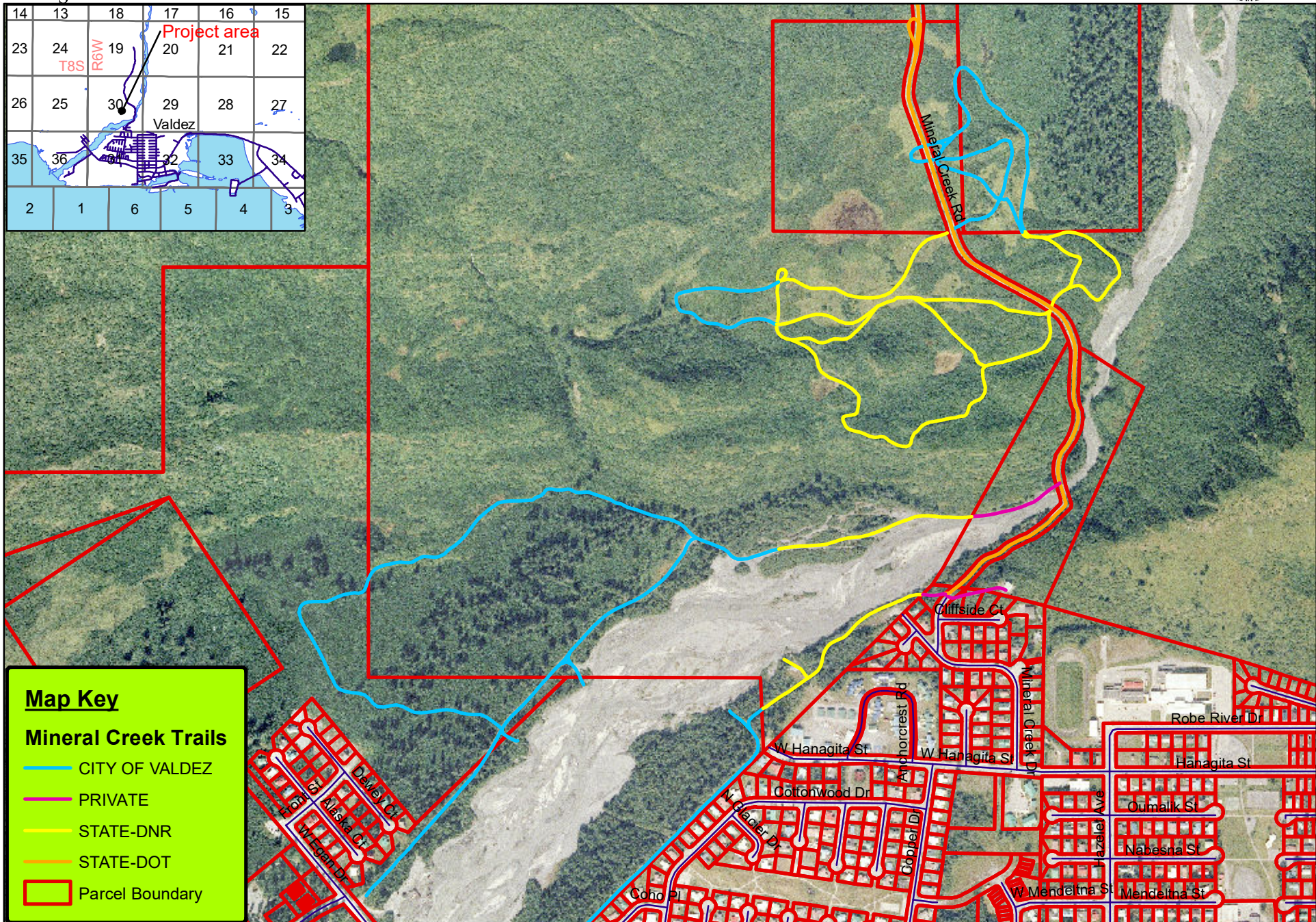
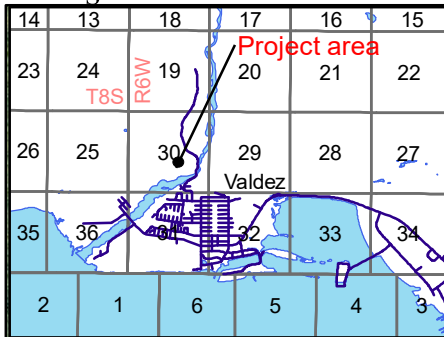
Sincerely,



Werner Macedo, PLS
Survey Project Manager



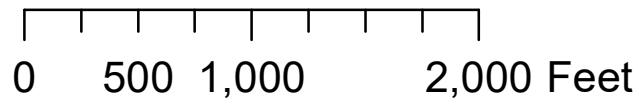
Mineral Creek Trails



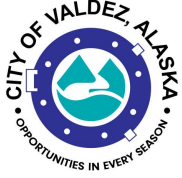
Map Key

Mineral Creek Trails

- CITY OF VALDEZ
- PRIVATE
- STATE-DNR
- STATE-DOT
- Parcel Boundary



THE DATA CONTAINED HEREIN IS COMPILED FROM SEVERAL SOURCES, SOME UNRELATED TO THE CITY OF VALDEZ, WITH DIFFERENT LEVELS OF PRECISION. PLEASE NOTE, WHILE THE INFORMATION IN OUR GIS IS BELIEVED TO BE RELIABLE, IT IS NOT GUARANTEED TO BE ACCURATE.



Legislation Text

File #: 24-0456, **Version:** 1

ITEM TITLE:

Monthly Treasury Report: August 2024

SUBMITTED BY: Casey Dschaak, Budget and Financial Analyst

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

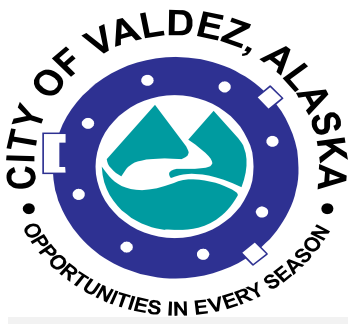
Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per Municipal Code

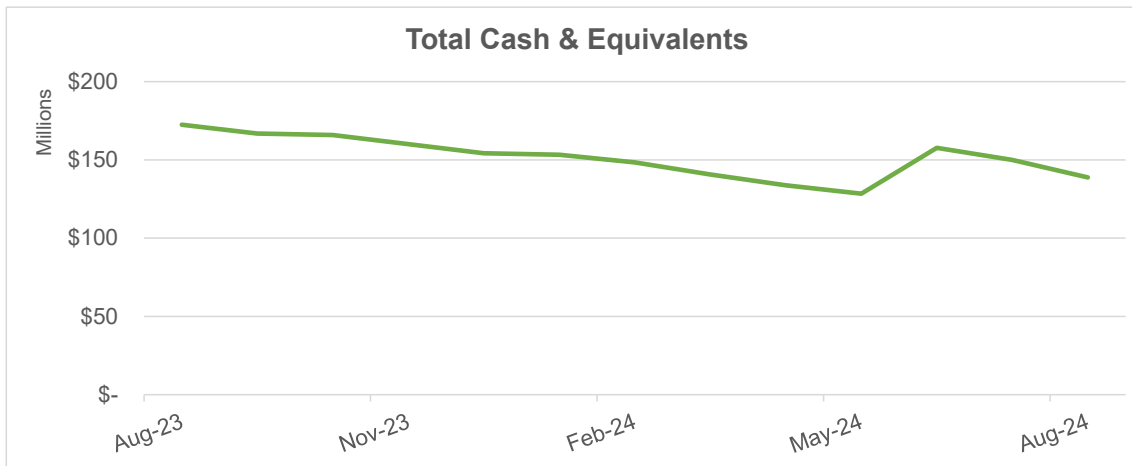
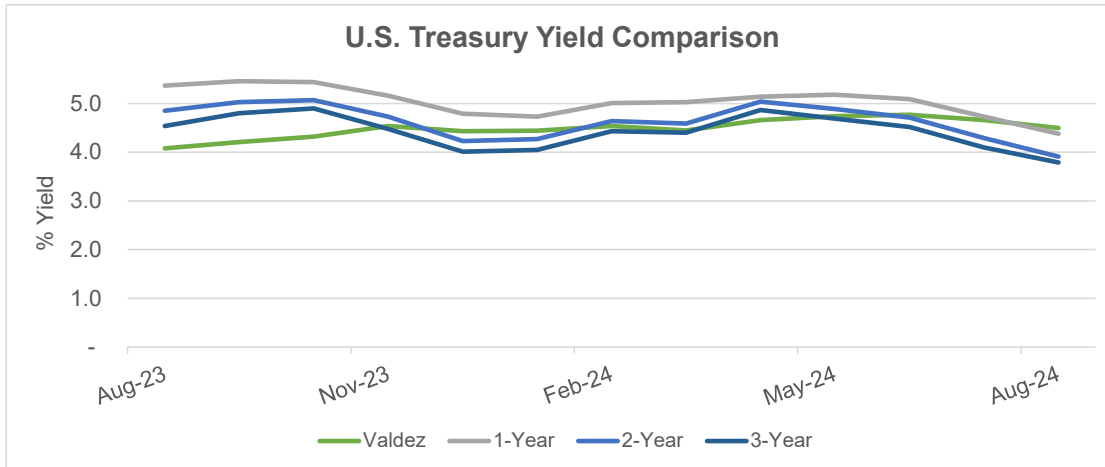


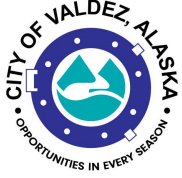
Monthly Treasury Report

Period Ending: **August 31, 2024**

Prepared By: *Casey Dschaak, Financial Analyst*

		<u>Begin Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End Balance</u>	<u>Yield</u> <small>Notes</small>
Central Treasury		150,055,643	45,235,949	(56,504,417)	138,787,175	4.50%
Central Treasury	Principal	96,037,106	1,018,295	-	97,055,401	4.54%
Money Market	Wells Fargo	22,781,744	133,876	(9,975,000)	12,940,619	5.23%
SLG Account	USB	27,891,586	93,232	-	27,984,818	3.95%
Checking	Wells Fargo	419,487	28,978,341	(29,613,752)	(215,924)	0.00%
Payroll	Wells Fargo	(14,886)	1,798,313	(1,795,086)	(11,659)	0.00%
Sweep	Wells Fargo	2,940,606	13,213,893	(15,120,579)	1,033,920	5.24%
Restricted		4,779	4	-	4,783	5.23%
Police	Wells Fargo	4,779	4	-	4,783	5.23%
Total		150,060,422	45,235,954	(56,504,417)	138,791,958	4.50%





Legislation Text

File #: 24-0457, **Version:** 1

ITEM TITLE:

Monthly Treasury Report: September 2024

SUBMITTED BY: Casey Dschaak, Budget and Financial Analyst

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

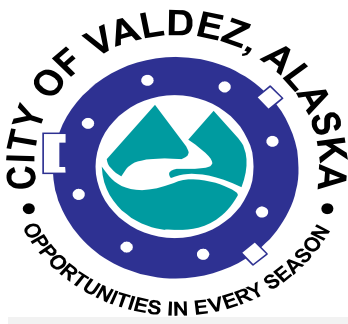
Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per Municipal Code



Monthly Treasury Report

Period Ending: **September 30, 2024**

Prepared By: *Casey Dschaak, Financial Analyst*

		<u>Begin Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End Balance</u>	<u>Yield</u> <small>Notes</small>
Central Treasury		138,787,175	86,502,361	(90,880,886)	134,408,650	4.51%
Central Treasury	Principal	97,055,401	559,620	(11,442,700)	86,172,320	4.56%
Money Market	Wells Fargo	12,940,619	16,488,381	(2,162,000)	27,267,000	5.07%
SLG Account	USB	27,984,818	-	(8,130,496)	19,854,322	3.59%
Checking	Wells Fargo	(215,924)	45,734,043	(44,999,991)	518,128	0.00%
Payroll	Wells Fargo	(11,659)	1,774,880	(1,772,381)	(9,159)	0.00%
Sweep	Wells Fargo	1,033,920	21,945,437	(22,373,317)	606,040	5.07%
Restricted		4,783	5	-	4,788	5.07%
Police	Wells Fargo	4,783	5	-	4,788	5.07%
Total		138,791,958	86,502,365	(90,880,886)	134,413,438	4.51%

