



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, April 29, 2025

7:00 PM

Council Chambers

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#### Regular Meeting

#### WORK SESSION AGENDA - 5:30 pm

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

1. [Washington DC Legislative Fly-in Recap](#)

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. APPROVAL OF MINUTES

1. [Approval of Minutes for Regular Council Meeting of January 21, 2025](#)

##### V. PUBLIC APPEARANCES

1. [Public Appearance: Allie Steed, SWAN](#)

##### VI. PUBLIC BUSINESS FROM THE FLOOR

##### VII. CONSENT AGENDA

1. [Proclamation: Valdez Small Business Week](#)
2. [Proclamation: National Foster Care Month](#)
3. [Proclamation: 56th Annual Professional Municipal Clerks Week](#)
4. [Approval of Advertising Agreement Between Seed Media and Valdez Civic Center](#)
5. [Approval of Liquor License Renewal: Valdez Brewing LLC](#)

6. [Approval To Go Into Executive Session Regarding City Manager Contract Negotiation](#)

#### VIII. NEW BUSINESS

1. [Approval of the 2025-2026 Valdez City Schools Budget](#)
2. [Approval of Appropriation and Distribution of City Funds to Valdez Fly-in Association in the Amount of \\$40,000 for the Purposes of the 21st Annual Valdez Fly-in and Air Show](#)
3. [Approval of Contract with Alaska Scrap & Recycling, LLC for Scrap Barge & Recycling Services in the Amount of \\$750,000](#)
4. [Approval of Professional Services Agreement with BDO for Grant Administration Assessment in the Amount of \\$75,000](#)

#### IX. ORDINANCES

1. [#25-04 - Amending Chapter 10.20 of the Valdez Municipal Code Titled Recreational Vehicle Parks and Tent Camping. Second Reading. POSTPONED 041525](#)
2. [#25-06 - Amending 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.](#)

#### X. RESOLUTIONS

1. [#25-18 - Recognizing Chief Bart Hinkle for his Many Years of Service and Dedication to the Citizens of Valdez](#)
2. [#25-19 - Approval of Amendments to the City of Valdez Employee Personnel Regulations](#)
3. [#25-20- Appointing the Judges and Clerks for the Regular Municipal Election to be Held on May 6, 2025, and Setting the Hourly Rate of Compensation](#)
4. [#25-21 - Amending the 2025 Budget by Appropriating \\$4.2 Million of Excess Funds Carried Forward from 2024 to the Projects Planning Reserve in the Amount of \\$3.5 Million and to the Nuisance Abatement Program in the Amount of \\$750,000, and by Re-Allocating \\$584,245.57 from Previously Approved Capital and Major Maintenance Projects](#)
5. [#25-22 - Authorizing the Valdez City Manager to Apply for the 2025 Port Infrastructure Development Program \(PIDP\) Grant in an Amount not to Exceed \\$4,000,000](#)
6. [#25-23 - Amending the 2025 City Budget by Transferring \\$75,000 from Budget Variance Reserve to Finance Department Professional Fees and Services](#)

## XI. REPORTS

1. [Report: Issuance of Temporary Land Use Permit #25-03 for the Fat Mermaid Restaurant for 518 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision](#)
2. [Community Service Organization Grant Program; Progress Report](#)
3. [Report: Nuisance Abatement Update](#)
4. [Monthly Treasury Report: March 2025](#)

## XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

## 1. City Manager Report

1. [Interim City Manager's Report](#)

## 2. City Clerk Report

## 3. City Attorney Report

## 4. City Mayor Report

## XIII. COUNCIL BUSINESS FROM THE FLOOR

## XIV. EXECUTIVE SESSION

## XV. RETURN FROM EXECUTIVE SESSION

## XVI. ADJOURNMENT



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0194, **Version:** 1

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**ITEM TITLE:**

Washington DC Legislative Fly-in Recap

**SUBMITTED BY:** Nathan Duval, Assistant City Manager / Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive & File

**SUMMARY STATEMENT:**

Capitol Hill Consulting Group, Jack Victory & Eric Kros will be online to discuss the meetings and outcomes of the DC trip and next steps for the City where applicable.

The attached summary report outlines the specific meetings and action items.





**City of Valdez**  
**March 31<sup>st</sup> – April 2<sup>nd</sup>**

**Monday, March 31<sup>st</sup>**

**City of Valdez Meeting with NOAA**

**Primary Topics**

- Weather data collection & maritime equipment
  - National Weather Service funding
  - Marine Bouy Maintenance
- Importance of Port Valdez
- Tsunami Hazard Mitigation Program
- Prince William Alaska Fishery Disaster Request
  - Estimated deadline for response 4/29

**Next Steps:** City of Valdez should monitor any “on the ground” impacts of cuts to NOAA programs (local layoffs, local outreach regarding cuts, etc.) and repairs to the Seal Rocks Buoy. CHCG will monitor any news of cuts to NOAA at a federal level. Should cuts occur that impact Valdez, CHCG will work in conjunction with the City to alert NOAA HQ and the Congressional delegation.

**Topic Lead:** Aaron Baczuk – Emergency Manager & CHCG

**Department of Transportation MARAD – Port Infrastructure Development Program (PIDP)**

**Primary Topics**

- Discussed strategic importance of Port Valdez
- Learned nuisances & policy around grant opportunities
  - Can take multiple cycles to be awarded
  - PIDP
    - Planning grants
    - Construction grants
  - BUILD
  - INFRA

**Next Steps:** City staff to communicate with Director of the Pacific Northwest & Alaska Gateway Office in advance of pursuing federal funding opportunities through MARAD

- First meeting occurred 4/17/25

**Topic Lead:** Jeremy Talbott – Ports & Harbors Director



**Tuesday, April 1<sup>st</sup>**

## **Department of Transportation – Essential Air Service**

### **Primary Topics**

- Thanked Department for support in awarding service to Valdez
- EAS award criteria primarily weighed in two categories
  - Cost of service
  - Community support
- Discuss local benefit from award
  - Increased usage
  - Increased reliability
  - Low cost fares
- EAS funding sources
  - Foreign Overflight Fees
  - Aviation Trust Fund Revenue
- Next contract (2027)

**Next Steps:** City of Valdez to share any local news clips, press releases, or economic data on EAS, CHCG will work with the City to distribute that information to program rep. City Council should consider a resolution supporting the EAS program and continued funding from the Aviation Trust Fund and overflight fees. Additionally, if the City would like to pursue a Fairbanks route option, CHCG will work with Valdez on a best path forward, keeping Mark apprised of efforts and keep in compliance with EAS rules to ensure the Anchorage route is not impacted.

**Topic Lead:** Martha Barberio – Economic Development Director

## **Senator Lisa Murkowski (R-AK)**

### **Primary Topics**

- Strategic value of Port Valdez & opportunities to homeport vessels
- Child care
  - Earmark grant & project process
  - Task Force & THREAD grant programs in process
- Housing
  - Discussed local successful projects & partnerships
  - Coast Guard housing opportunities
- Public Safety Communications project appropriation request



- NOAA funding issues
  - Weather service
  - Tsunami Hazard Program
  - National Earthquake Hazard Reduction Program (NEHRP) reauthorization
  - National Avalanche Center
  - Weather Buoys – Seal Rock
- USCG Cutters
  - Decommissioning 4/29
  - New cutter arrival
- Trip to Valdez 4/17/25 (cancelled for weather)
  - City participated in virtual roundtable

**Next Steps:** CHCG will continue to work with Senator’s office for inclusion of radio tower funding in the FY26 appropriations bill. If the City encounters any issues with federal funding cuts or any other federal issue, those should be conveyed to CHCG which will in turn work with the Senator’s Office. CHCG will also work with the City to invite the Senator and her staff to any legislative receptions and the commissioning of the new Cutter.

**Topic Leads:** NOAA & Hazards- Aaron Baczuk;  
Childcare grant- Nathan Duval - Administration  
Public Safety Radio request- Nathan Duval & CHCG;  
Seal Rock buoy- Councilman Lally  
Cutters & press releases- Ana Hinkle - Communications

## **Senator Dan Sullivan (R-AK)**

### **Primary Topics**

- Coast Guard cutter decommissioning & new cutter arrival
- Housing status / Coast Guard Housing
- Appropriations Request – Radio project
- EAS funding support, expected to be secure
- Continued Coast Guard funding support
- Funding issues for federally funded local programs
  - Tsunami Program
  - Child Advocacy Center
  - National Avalanche Center
  - NOAA & Weather Service & Buoys

**Next Steps:** If the City encounters any issues with federal funding cuts, Coast Guard, or any other federal issue, those should be conveyed to CHCG which will in turn work with the



Senator's Office. CHCG will also work with the City to invite the Senator and his staff to any legislative receptions and the commissioning of the new Coast Guard Cutter.

**Topic Leads:**

Coast Guard issues- Nathan Duval - Administration & CHCG;  
Invitations to local events – Administration & CHCG  
Cutters & press releases- Ana Hinkle - Communications

**Wednesday, April 2<sup>nd</sup>**

**Meeting with Representative Nick Begich (R-AK)**

**Primary Topics**

- Introduction to Valdez and needs/assets/strategic importance
- Coast Guard cutter decommissioning & new cutter arrival
- Housing status
- Appropriations Request – Radio project
- EAS funding support, expected to be secure
- Continued Coast Guard funding support
- Funding issues for federally funded local programs
  - Tsunami Program
  - Child Advocacy Center
  - National Avalanche Center
  - NOAA & Weather Service & Buoys
- House Coast Guard Subcommittee membership

**Next Steps:** If the City encounters any issues with federal funding cuts or any other federal issue, those should be conveyed to CHCG which will in turn work with the Congressman's Office. CHCG will also work with the City to invite the Congressman and his staff to any legislative receptions and the commissioning of the new Coast Guard Cutter. CHCG will also follow up with the Congressman's office to establish a working relationship with his staff to assist with any City of Valdez issues moving forward.

**Topic Leads:**

Relationship building & contacts - CHCG  
Coast Guard issues- Nathan Duval - Administration & CHCG;  
Invitations to local events – Administration & CHCG  
Cutters & press releases- Ana Hinkle - Communications



## **Staff Director Subcommittee on Coast Guard and Maritime Transportation Majority**

### **Primary Topics**

- Strategic importance of Port Valdez
- Opportunities for additional vessels homeported in Valdez

**Next Steps:** CHCG will periodically follow up with John as discussions on Coast Guard funding occur. CHCG will also ensure that John is invited to Valdez for the commissioning and the City in general when he is in Alaska.

### **Topic Leads:**

Relationship building & topic updates - CHCG

Port opportunities- Nathan Duval – Administration; Jeremy Talbot- Ports & Harbors Director; & CHCG

## **Meeting with United States Coast Guard Staff Representatives (Industry Liaison, Housing, Child Development Services, Infrastructure Requirements, & Budget)**

### **Primary Topics**

- Cutters
- Future homeporting opportunities
- City investment and improvements in the following areas
  - Housing
  - Childcare
  - Infrastructure
  - Emergency Management
- Coast Guard Housing

**Next Steps:** CHCG will reach out to get contact information for the housing officer in Kodiak and to convey cutter ceremony information. CHCG will also let Senator Sullivan's office know how the meeting went.

### **Topic Leads:**

General communications – CHCG

Coast Guard Housing – Kate Huber – Community Development Director

Port opportunities- Nathan Duval – Administration; Jeremy Talbot- Ports & Harbors Director; & CHCG



## Legislation Text

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**File #:** 25-0196, **Version:** 1

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**ITEM TITLE:**

Approval of Minutes for Regular Council Meeting of January 21, 2025

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Review and approve minutes.

**SUMMARY STATEMENT:**

The minutes from the Regular Meeting held on January 21, 2025 are attached for review and approval.

# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686



## Meeting Minutes - DRAFT

Tuesday, January 21, 2025

7:00 PM

Regular Meeting

Council Chambers

**City Council**

**WORK SESSION AGENDA - 6:00 pm Federal Lobbyist**

**REGULAR AGENDA - 7:00 PM**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: 7 - Mayor Dennis Fleming  
Mayor Pro Tem Austin Love  
Council Member Alan Sorum  
Council Member Sharon Scheidt  
Council Member Jimmy Devens  
Council Member Olivia Foster  
Council Member Joseph Lally

Also Present: 5 - City Clerk Sheri Pierce  
City Manager John Douglas  
Deputy City Clerk Elise Sorum-Birk  
Assistant City Manager Bart Hinkle  
Assistant City Manager Nathan Duval

**IV. APPROVAL OF MINUTES**

- 1. Approval of Minutes from the Regular Meeting of December 3, 2024**
- 2. Approval of Minutes from the Regular Meeting of December 17, 2024**

The previous meeting minutes were approved by consent.

**V. PUBLIC APPEARANCES**

- 1. Tommy Sheridan, University of Alaska Blue Economy Center - Mariculture and T3 Alliance Update**

**VI. PUBLIC BUSINESS FROM THE FLOOR**

Martha Barberio, Vice President of the Valdez Museum Board of Directors, introduced the new Executive Director, April Vasher-Dean.

**VII. CITY BOARDS & COMMISSIONS: REPORTS & REFERRALS**

- 1. Beautification Commission Report: 2025 Beautification Matching Grant Program Materials**
- 2. Referral: Beautification Commission Park Strip Maintenance Request Letter**



## VIII. CONSENT AGENDA

1. **Approval of Federal Lobbying Professional Services Agreement with Capitol Hill Consulting Group in an Amount Not to Exceed \$100,000**
2. **Approval of Certificate of Public Convenience and Necessity Renewal for Valdez Yellow Cab**
3. **Approval of Contract with North Star Fire Protection, LLC for the 2025 Fire Prevention Systems Inspections in the Amount of \$44,258.00.**
4. **Approval of City Manager Employment Agreement Amendment #1**

*Item 4 pulled to new business*

5. **Approval To Go Into Executive Session Re: City Clerk Annual Evaluation**

MOTION: Council Member Scheidt moved, seconded by Council Member Foster, to approve all remaining items on the consent agenda.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

## IX. NEW BUSINESS

1. **Approval of Settlement Agreement with Alderwood, LLC.**

MOTION: Council Member Foster moved, seconded by Council Member Love, to approve the Settlement Agreement with Alderwood, LLC.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

2. **Approval of Childcare Operating Grant Program in the Amount of \$200,000**

MOTION: Council Member Devens moved, seconded by Council Member Foster, to approve Childcare Operating Grant Program in the amount of \$200,000.

Council Member Love requested clarification on the outside funding limit. Blue Shibler stated childcare programs who had funding from outside sources were already at an operating cost advantage.

Council Member Foster asked if the subsidies would directly impact the parents or if they would be kept on the business side. Shibler explained how they would benefit

those paying for services indirectly.

Council Member Love asked if the CSO funding would also be pursued. Economic Director Martha Barberio stated the operating grant would be in lieu of the CSO funding.

**VOTE ON THE MOTION**

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
**MOTION CARRIED.**

**3. Approval of Professional Services Agreement with Alaska Assessment Assistance in an Amount Not to Exceed \$100,000**

**MOTION:** Council Member Love moved, seconded by Council Member Foster, to approve professional services agreement with Alaska Assessment Assistance in an Amount Not to Exceed \$100,000.

Council Member Love requested clarification on the scope of the contract. City Attorney Staser confirmed the scope would specifically address the taxation of oil spill response and oil transportation property.

Mayor Fleming asked where the funds would be pulled from. Finance Director Jordan Nelson stated the Finance fund would ultimately be paying.

**VOTE ON THE MOTION**

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
**MOTION CARRIED.**

**4. Purchase Approval: US&R Rescue Strut System from L.N. Curtis and Sons in the Amount of \$173,207.30**

**MOTION:** Council Member Love moved, seconded by Council Member Scheidt, to approve the purchase of a US&R Rescue Strut System from L.N Curtis and Sons, including delivery to Valdez, in the amount of \$173,207.30.

Council Member Sorum asked if this would be put on the maintenance list. Director Nelson provide confirmation that it would be.

**VOTE ON THE MOTION**

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
**MOTION CARRIED.**

**5. Approval of City Manager Employment Agreement Amendment #1**

*Moved from the Consent Agenda*

**MOTION:** Council Member Devens moved, seconded by Council Member Love, to

approve the City Manager Employment Agreement #1.

Council Member Love expressed his desire to further review and take into consideration the information received the day of the meeting.

MOTION: Council Member Love moved to postpone to the next regular meeting

*Motion failed for lack of Second*

Council Member Sorum encouraged Council to move forward with the approval.

Council Member Love noted in the Personnel Regulations there was no equivalent 5% annual increase for other positions. He expressed his desire to treat all executive level employees with equity.

Council Member Devens agreed on the importance of executive equity but did not believe the timing of the adjustment was appropriate and should have been addressed prior to making the offer.

Council Member Lally agreed with both Council Members Sorum and Devens.

Council Member Foster requested that, in the future, the Human Resources department should be brought in earlier to review the analysis prior to making an offer. She agreed equity at the executive level was key.

Council Member Scheidt stated she felt woefully underprepared the night the decision was made, but the offer had been made.

Council Member Devens stated there was a three-member committee which ran for six months to address concerns and noted that issues should have been addressed through the committee.

#### VOTE ON THE MAIN MOTION

Yays: 6 - Fleming, Sorum, Scheidt, Devens, Foster and Lally

Nays: 1 - Love

MOTION CARRIED.

## X. ORDINANCES

### 1. #25-01 - Amending Section 3.12.030 of the Valdez Municipal Code Titled Property Exempt for Taxation. First Reading. Public Hearing.

MOTION: Council Member Foster moved, seconded by Council Member Scheidt, to approve Ordinance 25-01 on first reading for public hearing.

#### VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally

MOTION CARRIED.

**2. #25-02 - Amending Title 3 Property Taxes, Chapter 3.12, Section 12.040 Titled Additional Exemptions. First Reading. Public Hearing.**

MOTION: Council Member Devens moved, seconded by Council Member Scheidt, to approve Ordinance 25-02 on first reading for public hearing.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

## **XI. RESOLUTIONS**

**1. #25-02 - Adopting Updates to City of Valdez Employee Personnel Regulations, and a New Effective Date Assigned.**

MOTION: Council Member Foster moved, seconded by Council Member Scheidt, to approve Resolution 25-02.

Council Member Devens asked why incident and illness reporting shifted from 24 hours to eight hours. Human Resources Director Rhea Cragun explained it had been adjusted so HR had time to report it within the AML's 24-hour timeframe.

Council Member Love asked if any items needed to be approved at the current meeting, or if approval could wait until the next regular meeting. HR Director Cragun explained the first item was time sensitive.

Council Member Lally, in response to public comments received electronically, requested clarification on where the section addressing flexible or alternative schedule allowed for city personnel to live or work outside of city limits. HR Director Cragun stated that it did not include the section on telework. Telework was addressed in its own separate policy, which included a very limited basis, where teleworking outside City limits was allowed with a 30-day limit, that could be renewed and that the updates did not have an impact on the telework policy.

Council Member Scheidt requested more information on the intent of the resolution. HR Director Cragun explained the need to offer options for work-life balance while still making sure the City's needs were met.

Council Member Foster requested attention be paid to the effect on the public with any changes to schedules.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

2. **#25-03 - Amending the 2025 City Budget by Accepting a Safe Streets and Roads for All (SS4A) Grant in the Amount of \$280,000 from the US Department of Transportation to Assist in the Creation of a Pavement Management Plan**

MOTION: Council Member Devens moved, seconded by Mayor Pro Tem Love, to approve Resolution 25-03.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

3. **#25-04 - Amending the 2025 City Budget by Appropriating \$100,000 to the Finance Department for Assessing Services Contract to be Transferred from Repayment Reserve**

MOTION: Council Member Foster moved, seconded by Mayor Pro Tem Love, to approve Resolution 25-04.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

4. **#25-05 - Adopting an Alternative Allocation Method for the FY25 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 15: Prince William Sound Area**

MOTION: Council Member Foster moved, seconded by Mayor Pro Tem Love, to approve Resolution 25-05.

Council Member Love asked if Cordova and Whittier were also passing resolutions. Clerk Pierce explained Cordova had already passed one, and reviewed the process.

VOTE ON THE MOTION

Yays: 7 - Fleming, Love, Sorum, Scheidt, Devens, Foster and Lally  
MOTION CARRIED.

## **XII. REPORTS**

1. **Procurement Report: Professional Services Agreement with R & M Consultants Inc. for Title 16 Revision Project in the Amount of \$89,755**

## **XIII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**

**1. City Manager Report**

City Manager Douglas reviewed his report, highlighting federal and state lobbying priorities, childcare, and housing.

**2. City Clerk Report**

City Clerk Pierce reviewed the upcoming Council calendar and encouraged those interested in running for office to pick up a petition beginning February 14<sup>th</sup>.

**3. City Attorney Report**

City Attorney Staser provided an update on the cases his office was working on behalf of the city, including Alderwood and escaped property.

Council Member Foster asked if there was a way for the oil companies to pay the same amount of taxes that they were currently paying, while easing the burden on the rest of the community by lowering the mill rate. Attorney Staser noted the same mill rate was legally required to apply across the board to all taxpayers, but that there were alternatives for residential relief which he and the Finance Department were prepared to have additional conversations with Council on.

**4. City Mayor Report**

Mayor Fleming thanked the streets crew for clearing the roads.

**XIV. COUNCIL BUSINESS FROM THE FLOOR**

Council Member Foster gave a shoutout to the PRCS trail grooming crew.

Council Member Scheidt congratulated Jordan Nelson on his promotion to Assistant City Manager.

Council Member Sorum shared his appreciation for the hospital's visiting staff.

Council Member Lally congratulated April Vasher-Dean on her new position as Executive Director of the Valdez Museum and Historical Archive, and thanked Faith Revel for stepping into the position as interim for a year and a half. He requested additional information on the repair of the dolphin, noting the negative effect on the cruise ships coming in to not have it repaired in a timely manner.

City Manager Douglas agreed to have Capital Facilities Director Nate Duval speak to it at the next regular meeting, and shared his confidence it would be repaired and available to the incoming cruise ships.

**XV. EXECUTIVE SESSION**

**XVI. RETURN FROM EXECUTIVE SESSION**

**XVII. ADJOURNMENT**

DRAFT



## Legislation Text

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**File #:** 25-0198, **Version:** 1

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**ITEM TITLE:**

Public Appearance: Allie Steed, SWAN

**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:**

Sound Wellness Alliance Network Executive Director Allie Steed will give Council an overview of the upcoming SWAN events.





## Legislation Text

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**File #:** 25-0183, **Version:** 1

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**ITEM TITLE:**

Proclamation: Valdez Small Business Week

**SUBMITTED BY:** Martha Barberio, Economic Development

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive

**SUMMARY STATEMENT:**

See attached proclamation recognizing the week of May 5, 2025 as Valdez Small Business Week.



# *PROCLAMATION*

WHEREAS, small businesses are the backbone of the Valdez economy, providing essential goods and services, creating jobs, and contributing to the unique character and vitality of our community; and

WHEREAS, the City of Valdez recognizes the importance of supporting and promoting entrepreneurship, innovation, and economic resilience through strategic partnerships and community engagement; and

WHEREAS, the 2025 Valdez Small Business Conference, taking place on May 5th and 6th, will bring together business owners, entrepreneurs, industry experts, and community leaders to share resources, build connections, and strengthen the local business ecosystem; and

WHEREAS, this annual conference provides a vital platform for education, collaboration, and inspiration—empowering small business owners with tools for success and contributing to the long-term economic sustainability of Valdez; and

WHEREAS, the City of Valdez commends the efforts of local partners, and all participating individuals and organizations who work tirelessly to support small businesses and ensure the success of this event.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby proclaim the week of May 5, 2025, as:

## **Valdez Small Business Week**

and encourage all residents to recognize the vital contributions of our small businesses and to participate in the events and opportunities presented during the conference.

CITY OF VALDEZ, ALASKA

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Dennis Fleming, Mayor

ATTEST:

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Elise Sorum-Birk, Deputy City Clerk



## Legislation Text

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**File #:** 25-0184, **Version:** 1

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**ITEM TITLE:**

Proclamation: National Foster Care Month

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: NA

Unencumbered Balance: NA

Funding Source: NA

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

Please see attached proclamation recognizing the month of May as National Foster Care Month.



# *PROCLAMATION*

## *NATIONAL FOSTER CARE MONTH*

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State; and

WHEREAS, nationally there are more than 365,000 children and youth in foster care, and on average over 3,000 children and youth in foster care in Alaska; and

WHEREAS, all young people in foster care need a meaningful connection to someone who can be a supportive and lasting presence in their lives; and

WHEREAS, foster homes provide children in care with a temporary, safe, stable and nurturing home until they can be reunited with their families; and

WHEREAS, some children stay in a foster home for days or weeks, while other may stay for months and in cases where children are unable to safely return to their family home they may be placed permanently with another family; and

WHEREAS, families who open their hearts and homes to children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood; and

WHEREAS, dedicated foster families frequently adopt foster children resulting in a greater need for more foster families; and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents; and

WHEREAS, the foster care “system” is only as good as those who choose to be part of it.

NOW THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, Alaska, do hereby proclaim the month of May as

**National Foster Care Month**

in Valdez and urge all citizens to come forward and do something positive that will change a lifetime for a young person in foster care.

DATED this 29<sup>th</sup> day of April, 2025.

CITY OF VALDEZ, ALASKA

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Dennis Fleming, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0181, **Version:** 1

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**ITEM TITLE:**

Proclamation: 56<sup>th</sup> Annual Professional Municipal Clerks Week

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

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

A proclamation recognizing May 4<sup>th</sup> through May 10<sup>th</sup>, 2025, as Professional Municipal Clerks Week.



# *PROCLAMATION*

## 56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

WHEREAS, the office of the professional municipal clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the office of the professional municipal clerk is the oldest among public servants; and

WHEREAS, the office of the professional municipal clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, professional municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the professional municipal clerk serves as the information center on functions of local government and community; and

WHEREAS, professional municipal clerks continually strive to improve the administration of the affairs of the office of the professional municipal clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the office of the professional municipal clerk.

NOW, THEREFORE, I, Dennis Fleming, Mayor of the City of Valdez, do hereby recognize the week of May 4<sup>th</sup> through 10<sup>th</sup>, 2025, as

### Professional Municipal Clerks Week

and further extend appreciation to our Professional Municipal Clerk Sheri Pierce, as well as, Deputy Clerk Elise Sorum-Birk and Elections Coordinator Katie Carr and to all professional municipal clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 29<sup>th</sup> day of April, 2025.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Dennis Fleming, Mayor

\_\_\_\_\_  
Elise Sorum-Birk, Deputy City Clerk



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0185, **Version:** 1

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**ITEM TITLE:**

Approval of Advertising Agreement Between Seed Media and Valdez Civic Center

**SUBMITTED BY:** Ken Wilson

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

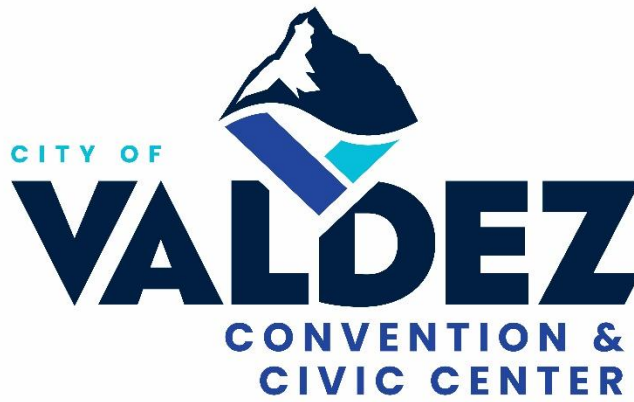
**RECOMMENDATION:**

Approve PRCS Seed Media Contract

**SUMMARY STATEMENT:**

Authorize the City Manager to enter into an agreement with Seed Media, LLC for services that are mutually beneficial to both parties. Seed Media will create and provide content for advertising and promotional material for the Civic Center, PRCS, Library and all City of Valdez Special events. The City will then allow Seed Media use of the preshow role at the Civic Center for developing the content. Advertising will be displayed at the Civic Center, the Hub and various screens within the community. The Cost to both entities is waved due to the mutual benefit to both parties.





## **SEED MEDIA AND VALDEZ CONVENTION & CIVIC CENTER ADVERTISING AGREEMENT 2025-2027**

April 1, 2025 to March 31, 2027

The City of Valdez (City), an Alaska municipal corporation, and Seed Media, LLC (Seed Media), an Alaska limited liability company (together "Parties") hereby agree to the following terms for use of physical and screen space for advertising at the Valdez Convention & Civic Center ("VCCC" & "Cinema").

### **RECITALS**

WHEREAS, the City and Seed Media desire to enter into this Agreement whereby the City shall provide Seed Media access to physical and screen space for advertising purposes at the VCCC in exchange for the services set forth herein; and

WHEREAS, Seed Media presently owns and maintains two flat-screen television monitors at the VCCC and the City owns and maintains the Civic Center, including a theatre and projection equipment; and

WHEREAS, Seed Media desires to provide the services set forth herein in exchange for access to screen and physical space at the VCCC for advertising purposes; and

WHEREAS, the City desires to provide Seed Media access to screen and physical space at the VCCC for advertising purposes in exchange for the services set forth herein; and

WHEREAS, the parties find this Agreement to be mutually beneficial.

NOW THEREFORE, for good and valuable consideration the City and Seed Media agree as follows:

## TERMS

### A. TERM AND TERMINATION.

1. The initial term of this Agreement begins on April 1, 2025, or the date this Agreement is signed by both parties, whichever is later, and expires on March 31, 2027.
2. Seed Media and the City shall designate point of contacts for communications and scheduling.
3. Prior to the expiration of the initial term of this Agreement, Seed Media in the judgment of the City, must satisfactorily provide the services specified in this Agreement by the expiry date. Only then, Seed Media may apply to have this Agreement renewed for three additional one-year terms by the expiry date of each term (2028, 2029 & 2030).
4. The renewal application shall be in writing and submitted to the City at least thirty (30) days prior to the expiration of the initial term. Before renewal is granted, the City may make this available for public review and comment.
5. Seed Media will advertise for the Valdez Convention & Civic Center ("VCCC") and Parks Recreation & Cultural Services ("PRCS") with content made by Seed Media and content provided by the City. "PRCS" includes promotional materials for PRCS, Library, PRCS Special Events. PRCS Special Events are New Years Eve Viewing, Memorial Day, Fourth of July and Community Tree Lighting.
6. Within a maximum of FOURTEEN (14) days of signing; the promotional content must be in place and in rotation in all specified location in Seed Media's Obligations.
7. Seed Media will make any edits to required City content and deliver that content within two (2) months of notification.
8. Seed Media may cancel this Agreement by giving forty-five (45) days' written notice to the VCCC. The VCCC may cancel this Agreement, in its sole discretion, by giving fourteen (14) days' written notice to Seed Media.
9. The VCCC and PRCS will provide promotional posters to Seed Media via e-mail with ad week run dates. Rotating ads for VCCC, PRCS, Library and PRCS Special Events for Seed Media to display. The ad week will be Monday through Sunday, ads will be delivered by the VCCC and PRCS by end of workday Thursday at 5:00 PM to be displayed by 1:00 PM Monday.

### B. SEED MEDIA OBLIGATIONS

1. Provide all hardware (excluding the projector used for pre-show content in the theatre), software and programming for all advertising screens, including two flat screen monitors in the lobby of the Civic Center, and a hard drive computer in the theatre for the cinema screen to provide advertising and pre-show screen content for movies.
2. Screens must be maintained weekly before the first showing. Seed Media staff will be on call to fix any issues with the screens or the VCCC will turn them off.

3. Seed Media is responsible for their own dedicated network to their equipment which provides content to the projector and lobby screens. VCCC Wi-Fi shall not be utilized for this purpose.
4. Seed Media will make advertising space available in regular ad rotation for PRCS and Library promotional content on all advertising screens located at Valdez Food Cache and the VCCC, including the VCCC preshow. PRCS & Library content will run up to one (1) minute in the regular ad rotation.
  - i. Only at the VCCC, if the one (1) minute of ad time is not at full capacity, Seed Media will add up to one (1) additional minute and display VCCC and PRCS promotional videos to utilize the space.
  - ii. No permanent PRCS posters will be allowed on Seed Media screens, all ads must have a start and end date. Ads with horizontal & vertical posters will be displayed on all screens at the VCCC.
  - iii. Seed Media must provide a pre-movie advertisement loop offering local information, ads and entertainment. Seed Media will manage scheduling, timing, loading, monitoring, maintaining, updating content, organizing and alternating spots.
5. All vertical Seed Media advertisement screens located in Valdez and Glennallen will display VCCC Cinema posters. In regular ad rotation, these ads will display for fifteen (15) seconds each.
  - i. Only at the VCCC, the "Welcome to the Civic Center Cinema" ad and "Concessions Offerings" ads must also be included in the ad rotation and display for fifteen (15) seconds each.
6. All Seed Media advertisement screens located in Valdez and Glenallen will display PRCS Special Events promotional content. In regular ad rotation, these ads will display ads for fifteen (15) seconds each. Ads will run one month prior to the Special Events start date and will be removed after the event. All posters will be provided by PRCS and be in horizontal & vertical formats.
7. Seed Media may utilize the Cinema Projector for a "Prime Time Preshow" if the following terms are fulfilled.
  - i. Seed Media will include short snippets and/or spotlights featuring positive local stories or visuals from our community, prime-time cinema quality advertisements ending with the "Welcome to the Valdez Cinema" animation. The maximum time allotted will be TEN (10) minutes before the listed movie start time. Content must be refreshed with new content at minimum every FOUR (4) months.
  - ii. Seed Media is responsible for all the content uploaded into the DoReMei show vault. Seed Media will ensure all content is free of all harmful software before ingestion. If the DoReMei computer is compromised or damaged by Seed Media, Seed Media is responsible for full repair or replacement cost. Repair or

replacement costs and vendors will be the sole determination of the VCCC Management & PRCS Director.

- iii. Content ingestion must be scheduled with VCCC Management or VCCC Movie Tech for timely ingestion and testing. Seed Media must provide the run time of each ad.
- 8. VCCC Management and PRCS Management will have final approval on all advertising and branded images.
  - 9. Any content displayed on any screen must be appropriate for all audiences and in accordance with the City of Valdez and Seed Media's policies.
  - 10. Advertising services, all ads must be delivered before the expiration of this agreement.
    - i. Seed Media shall provide advertising space listed in sections B.4, B.5, B.6 and B7.
    - ii. Seed Media will produce two (2) video ads for PRCS for the APRA conference in September 2025 and September 2026. Each video will be thirty (30) seconds in length and available for use on any digital format required by the VCCC and PRCS. One (1) video will be completed and delivered by August 1, 2025 and one (1) refreshed video being delivered by August 1, 2026. PRCS must deliver all materials, scripts and an outline of the ad to Seed Media by June 1, 2025 and an updated outline delivered by June 1, 2026. Final approval of these ads will be at the discretion of the PRCS Director.
    - iii. Seed Media is responsible for attending PRCS events for content and developing that content in a timely manner.

#### C. CITY OBLIGATIONS

- 1. Provide access to the locked display case in the Lobby for one flat-screen monitor.
- 2. Provide access to another "space" in the lobby or main hall of the VCCC for a portable monitor in a non-obstructed, high-traffic area. This monitor may be no bigger than sixty inches, must be on wheels, and may be moved by VCCC staff, as required for other event needs.
- 3. VCCC staff will turn on both television monitors, if off, during all VCCC events at the discretion of the VCCC Management.
- 4. VCCC Staff will notify Seed Media if there are issues with any on site screens as soon as possible.
- 5. Provide a quality long-lens, multi-media projector for displaying preshow content on the cinema screen of the theatre and the theatre house audio system. The VCCC reserves the right to use this projector and audio system for any other use.

6. VCCC staff will start the preshow projector FORTY-FIVE (45) minutes before the movie or within available time between movies.
7. VCCC Movie Tech will build the Seed Media “Prime Time Preshow” into the movie showing and make sure it starts ten (10) minutes before the listed movie start time. Replacing ads when prompted by Seed Media every four (4) months.
8. Seed Media will be given twenty-four (24) Cinema Passes, two shows per month, for quality review of content during showings for as long as this Agreement remains in effect. The VCCC shall provide these passes within FOURTEEN (14) days of the effective date of this Agreement and annually March 1, if the agreement is active.
9. Provide electrical power to all Seed Media hardware.
10. VCCC and PRCS will deliver content by end of workday Thursday at 5:00 PM to be displayed by 1:00 PM Monday.
11. PRCS must deliver all materials, scripts and an outline of the ad to Seed Media by June 1, 2025 and an updated outline delivered by June 1, 2026. Final approval of these ads will be at the discretion of the PRCS Director.

#### D. RIGHTS TO ART AND VIDEO.

1. Seed Media shall own all right, title and interest to the media(s) which are the subject of this Contract Agreement, including all copyrights therein as well as to all the digital files, raw media, illustrations, graphic design, concepts, branding styles, out-takes, and clips.
2. Seed Media grants the City a non-transferable license to display the finished art and video on the City website, digital screens, account profiles at third party websites or any another placement chosen by the City. The City of Valdez will give credit to creation and development of the final art whenever possible.
3. For any Product or Service created and/or delivered under this Agreement that uses or references any property, trade secret, or proprietary information owned or used by Seed Media before the date of this Agreement, ownership shall be allocated as follows:
  - i. Seed Media shall retain all right, title and interest in the developer tools and applications, including but not limited to Strategy Documents, used or supplied by Seed Media in connection with developing all graphic design and capturing all imagery.
  - ii. Seed Media shall retain all right, title and interest in all project files, including but not limited to video project files, photography project files, graphic design project files, existing, project file templates, used or supplied by Seed Media in connection with developing all graphic design and capturing all imagery.

E. ADDITIONAL TERMS.

1. The City shall have no responsibility for any possible damage to, or destruction of, any hardware owned by Seed Media while on the premises of the City.
2. The City makes no guarantees regarding the number of movies, or number of movie showings, in any given month or year. The City reserves the right to show alternate content on the cinema screen, at its sole discretion.
3. Seed Media waives all claims against the City arising from performance of its obligations under this Agreement or otherwise and agrees to hold harmless, indemnify, and defend the City against all claims arising under or related to this Agreement.

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

**Seed Media LLC**

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:**

\_\_\_\_\_  
Ken Wilson, Director Parks, Recreation & Cultural  
Services Department

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Jake W. Staser

Date: \_\_\_\_\_



## Legislation Text

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**File #:** 25-0182, **Version:** 1

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**ITEM TITLE:**

Approval of Liquor License Renewal: Valdez Brewing LLC

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

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

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

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

**RECOMMENDATION:**

Police Chief has noted no objection to the renewal of liquor license for Valdez Brewing, LLC.

**SUMMARY STATEMENT:**

A local governing body may protest the approval of an applicant pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of the notice.

Following notification of a new license or renewal of an existing license by the Alcohol & Marijuana Control Office, the City Clerk's office submits all license applications to the city council for approval. The Police Chief is notified of the request and is provided the opportunity to express any concerns with the issuance or re-issuance of the liquor license.

Please see attached information provided by the AMCO office regarding this application.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

February 24, 2025

From: [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) ; [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Licensee: Valdez Brewing LLC

DBA: Valdez Brewing LLC

VIA email: Tim@akduckhunts.com

CC: None

Local Government 1: Valdez Borough

Local Government 2: Unorganized Borough

Via Email: [spierce@valdezak.gov](mailto:spierce@valdezak.gov); [esorumbirk@valdezak.gov](mailto:esorumbirk@valdezak.gov)

Re: Brewery Manufacturer License #5799 Combined 2025-2026 Renewal Notice

<b>License Number:</b>	#5799
<b>License Type:</b>	Brewery Manufacturer License
<b>Licensee:</b>	Valdez Brewing LLC
<b>Doing Business As:</b>	Valdez Brewing LLC
<b>Physical Address:</b>	141 Galena Dr Valdez, AK 99686
<b>Designated Licensee:</b>	Valdez Brewing LLC
<b>Phone Number:</b>	907 332-3825
<b>Email Address:</b>	Tim@akduckhunts.com

☒ License Renewal Application

☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.



Your application will be scheduled for the **April 15<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

**Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov)

Sincerely,  
Kyle Helie, Licensing Examiner II  
For  
Kevin Richard, Director



Document reference ID : 4156

# Licensing Application Summary

**Application ID:** 4156

**Applicant Name:** Valdez Brewing Llc

**License Type applied for:** Brewery Manufacturer License (BML) (AS 04.09.020)

**Application Status:** In Review

**Application Submitted On:** 11/12/2024 10:08 AM

## Entity Information

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**Business Structure:** Limited liability company

**Alaska Entity Number (CBPL):** 10100574

## Entity Contact Information

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**Entity Address:** PO Box 967, Valdez, AK, 99686, USA

## Ownership / Principal Party Details

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Principal Parent Entity	Principal Party	Role	%Ownership
Valdez Brewing Llc	William D. Lafayette	Member	35
Valdez Brewing Llc	Timothy D. Bouchard	Member	65

## Premises Address

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**Address:** 141 Galena Drive, Valdez, AK, USA

Does the proposed site include a valid street address? Yes

## Basic Business information

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**Business/Trade Name:** Valdez Brewing LLC

## Local Government and Community Council Details

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**City/Municipality** Valdez

**Borough** Unorganized Borough

## Attestations

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

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

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

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

## Signature

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This application was digitally signed by : Timothy Bouchard on 11/11/2024 3:00:00 PM

## Payment Info

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Payment Type : CC

Payment Id: bc588f49-08ed-47ae-9387-fe220e43b509

Receipt Number: 100956821

Payment Date: 11/12/2024 10:09:01 AM



Document reference ID : 4156

## Renewal Application Summary

<b>Application ID:</b>	4156
<b>License No:</b>	5799
<b>License Type applied for Renewal:</b>	Brewery Manufacturer License (BML)
<b>Licensee Name:</b>	Valdez Brewing Llc
<b>Application Status:</b>	In Review
<b>Application Submitted On:</b>	11/12/2024 10:08 AM

## Entity Information

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<b>Business Structure:</b>	Limited liability company
<b>FEIN/SSN Number:</b>	
<b>Alaska Entity number (CBPL):</b>	10100574
<b>Alaska Entity Formed Date:</b>	
<b>Home State:</b>	

## Entity Contact Information

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<b>Entity Address:</b>	PO Box 967, Valdez, AK, 99686
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## Renewal Information

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**Are there any changes to your ownership structure that have not been reported to AMCO prior to this application?:**

No

**As set forth in AS 04.11.330, how many hours did you operate during the first calendar year for this renewal period?:**

The license was regularly operated continuously throughout the first calendar year for this renewal period.

**As set forth in AS 04.11.330, how many hours did you operate during the second calendar year for this renewal period?:**

The license was regularly operated continuously throughout the second calendar year for this renewal period.

**Please select the seasonality:**

Year-round

**Has any person or entity in this application been convicted or disciplined for a violation of Title 04, 3 AAC 304 or 305, or a local ordinance adopted under AS 04.21.010 in the preceding two calendar years?:**

No

**Have any notices of violation or citations been issued for this license during the preceding two years?:**

No

## Attestations

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As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given

to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.

I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

## Signature

---

This application was digitally signed by : Timothy Bouchard on 11/11/2024 03:00 PM

## Payment Info

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Payment Type : CC

Payment Id: bc588f49-08ed-47ae-9387-fe220e43b509

Receipt Number: 100956821

Payment Date: 11/12/2024 10:09:01 AM



## Legislation Text

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**File #:** 25-0186, **Version:** 1

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**ITEM TITLE:**

Approval To Go Into Executive Session Regarding City Manager Contract Negotiation

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: na

Unencumbered Balance: na

Funding Source: na

**RECOMMENDATION:**

[Click here to enter text.](#)

**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

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**File #:** 25-0187, **Version:** 1

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**ITEM TITLE:**

Approval of the 2025-2026 Valdez City Schools Budget

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$11,249,589

Unencumbered Balance: \$5,676,107

Funding Source: 001-0100-48600, Contributions to Valdez City Schools

**RECOMMENDATION:**

Approve the 2025-2026 Valdez City Schools Budget

**SUMMARY STATEMENT:**

Pursuant to AS 14.14.060 the Valdez City Schools have completed their budget process and adopted their 2025-2026 budget (attached)

This budget reflects \$11,249,589 of city support comprised of \$9,455,589 operating funds and \$1,794,000 of support program funding. The final page of the attachment summarizes operating funds ("fund 100") and five categories of program support

The total budget figure is consistent with the schools' proposal to the City Council during the City's 2025 budget process in October of 2024, and therefore matches the City's 2025 adopted budget figure

Staff from Valdez City Schools will give a brief verbal presentation

# VALDEZ CITY SCHOOLS

## Adopted FY '26 Budget

Projected 575 ADM

### OPERATING FUND

#### Fund 100

#### REGULAR INSTRUCTION

##### Function 100

		FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object #	Description		
315	Certified Salaries	3,175,323.00	3,255,611.00
329	Substitute Salaries	90,491.77	85,796.46
360	Benefits	1,611,514.65	1,723,862.98
443	Equipment Repair/Maint	0.00	0.00
451	Teaching Supplies	118,573.00	109,163.00
471	Textbooks	0.00	0.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 100</b>		<b>4,995,902.42</b>	<b>5,174,433.44</b>

<b>Includes:</b>		<b>FY25</b>		<b>FY26</b>		
		<b>40.06 Certified FTE</b>		<b>39.78 Certified FTE</b>		
		*11.43 FTE VHS		*10.58 FTE VHS		
		* 7.63 FTE GMS		* 8.20 FTE GMS		
		*19.84 FTE HHES	*1.16 Grant Funded	*19.84 FTE HHES		* 1.16 Grant Funded

#### CURRICULUM

##### Function 105

		FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object #	Description		
321	Director Salary	0.00	129,563.00
315	Certified Salaries	0.00	0.00
329	Substitute Salaries	0.00	0.00
360	Benefits	0.00	21,844.32
418	Professional Development	0.00	0.00
451	Supplies & Materials	50,000.00	108,000.00
471	Textbooks	75,000.00	15,000.00
<b>TOTAL FUNCTION 105</b>		<b>125,000.00</b>	<b>274,407.32</b>

<b>Includes:</b>		<b>FY25</b>		<b>FY26</b>	
		<b>0 Administrator</b>		<b>1 Administrator</b>	
		* 0.00 Curriculum Director		* 1.00 Curriculum Director	

**TECHNOLOGY**  
**Function 110**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
321	Director Salary	106,092.00	123,334.00
324	Support Salary	126,344.00	57,388.00
329	Substitute Salaries	0.00	0.00
360	Benefits	137,488.50	99,809.52
410	Professional Services	33,000.00	93,000.00
420	Travel	7,000.00	7,000.00
443	Equip Repair & Maint	20,000.00	0.00
479	Other Supplies/Media	195,000.00	200,537.50
491	Dues & Fees	1,400.00	0.00
510	Equipment	20,000.00	0.00
<b>TOTAL FUNCTION 110</b>		<b>646,324.50</b>	<b>581,069.02</b>

**Includes:**

**FY25**

**1 Administrator**

\* 1.00 Technology Director

**2 Classified**

\* 1.00 Desktop Support Technician

\* 1.00 Network Engineer

**FY26**

**1 Administrator**

\* 1.00 Technology Director

**1 Classified**

\* 1.00 Desktop Support Technician

**BILINGUAL/BICULTURAL INSTRUCTION**  
**Function 120**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
315	Certified Salary	0.00	0.00
323	Aide Salaries	0.00	0.00
324	Support Salaries	0.00	0.00
329	Substitute Salaries	0.00	0.00
360	Benefits	0.00	0.00
410	Professional Services	0.00	0.00
420	Travel	0.00	0.00
451	Teaching Supplies	0.00	0.00
454	Office Supplies	0.00	0.00
<b>TOTAL FUNCTION 120</b>		<b>0.00</b>	<b>0.00</b>

**Includes:**

**FY25**

**0.00 Classified**

\*0.00 HHES Aide

\*0.00 Records Clerk

\*0.00 Grant Funded

\*0.00 Grant Funded

**FY26**

**0.00 Classified**

\*0.00 District Wide Aide

\*0.00 Recruiter/records

**VOCATIONAL EDUCATION****Function 160**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
315	Certified Salaries	109,226.00	135,270.00
329	Substitute Salaries	3,495.23	4,328.64
360	Benefits	65,970.72	74,611.59
410	Professional Services	0.00	0.00
443	Equipment Repair	0.00	0.00
451	Teaching Supplies	18,000.00	18,000.00
471	Textbooks	0.00	0.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 160</b>		<b>196,691.95</b>	<b>232,210.23</b>

**Includes:****FY25****1.43 Certified FTE**

- \* 1.14 FTE VHS
- \* 0.29 FTE GMS

**FY26****1.71 Certified FTE**

- \* 1.57 FTE VHS
- \* 0.14 FTE GMS

**SPECIAL EDUCATION****Function 200**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
315	Certified Salaries	620,223.00	546,884.00
323	Aide Salaries	590,763.00	556,357.00
329	Substitute Salaries	39,220.77	36,165.88
360	Benefits	994,367.65	914,510.31
410	Professional Services	0.00	0.00
420	Travel	0.00	0.00
451	Teaching Supplies	7,000.00	7,000.00
471	Textbooks	5,000.00	5,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 200</b>		<b>2,256,574.42</b>	<b>2,065,917.19</b>

**Includes:****FY25****8.00 Certified FTE**

- \* 1.00 FTE VHS
- \* 2.00 FTE GMS
- \* 3.30 FTE HHES \* .70 Grant Funded
- \* 1.00 FTE District Wide

**20.00 Classified**

- \* 6.00 VHS Paras
- \* 3.00 GMS Paras
- \* 9.00 HHES Paras \* 2.00 Grant Funded

**FY26****7.00 Certified FTE**

- \* 1.00 FTE VHS
- \* 1.00 FTE GMS
- \* 4.00 FTE HHES
- \* 1.00 FTE District Wide

**20.00 Classified**

- \* 3.00 VHS Paras
- \* 4.00 GMS Paras
- \* 11.00 HHES Paras \* 2.00 Grant Funded

**SPECIAL EDUCATION SUPPORT**  
**Function 220**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
314	Director Salary	79,467.00	86,398.00
324	Support Salaries	55,290.00	56,055.00
360	Benefits	82,834.57	89,285.04
410	Professional Services	130,000.00	100,000.00
420	Travel	5,000.00	5,000.00
443	Equipment Repair	0.00	0.00
451	Teaching Supplies	0.00	0.00
454	Office Supplies	300.00	300.00
479	Other Supl. & Media	2,500.00	2,500.00
510	Equipment	5,000.00	5,000.00
<b>TOTAL FUNCTION 220</b>		<b>360,391.57</b>	<b>344,538.04</b>

<b>Includes:</b>	<b>FY25</b>	<b>FY26</b>	
	<b>1 Administrator</b>	<b>1 Administrator</b>	
	* 1.00 Sp Ed Director	* 0.71 Sp Ed Director	* 0.29 Grant Funded
	<b>1 Classified</b>	<b>1 Classified</b>	
	* 1.00 Admin Asst	* 1.00 Admin Asst	

**SUPPORT SERVICES-STUDENTS**  
**Function 300**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
315	Certified Salaries	251,389.00	255,154.00
329	Substitute Salaries	0.00	0.00
360	Benefits	132,053.65	138,223.88
420	Travel	2,400.00	600.00
479	Other Supl. & Media	7,650.00	4,750.00
<b>TOTAL FUNCTION 300</b>		<b>393,492.65</b>	<b>398,727.88</b>

<b>Includes:</b>	<b>FY25</b>	<b>FY26</b>	
	<b>3.00 Certified FTE</b>	<b>3.00 Certified FTE</b>	
	* 1.00 FTE VHS	* 1.00 FTE VHS	
	* 1.00 FTE GMS	* 1.00 FTE GMS	
	* 1.00 FTE HHES	* 1.00 FTE HHES	

**SUPPORT SERVICES-INSTRUCTION****Function 350**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
315	Certified Salaries	0.00	0.00
321	Director Salary	0.00	0.00
323	Aide Salaries	346,464.00	342,097.00
329	Substitute Salaries	8,292.08	8,170.96
360	Benefits	300,895.97	351,069.77
410	Professional Services	63,000.00	88,000.00
411	Instructional Services	0.00	0.00
418	Professional Development	15,000.00	30,000.00
433	Communications	70,000.00	103,780.00
443	Equipment Repair	1,000.00	1,000.00
472	Library Books	9,200.00	8,800.00
473	Periodicals	1,000.00	800.00
479	Other Sup. & Media	5,400.00	5,900.00
510	Equipment	500.00	0.00
<b>TOTAL FUNCTION 350</b>		<b>820,752.05</b>	<b>939,617.73</b>

**Includes:****FY25****0.00 Certified FTE**

0 District Wide

**10.00 Classified**

\*1.00 VHS Library

\*1.00 GMS Library

\*1.00 HHES Library

\*1.00 VHS Office

\*0.40 Career Counselor \*0.60 Grant Funded

\*1.00 HHES Office

\*2.00 HHES Classroom

\*0.50 School Nurse \*0.50 Grant Funded

\*0.00 Migrant/Fed Prog \*1.00 Grant Funded

**FY26****0.00 Certified FTE**

\*0.00 District Wide

**10.00 Classified**

\*1.00 VHS Library

\*1.00 GMS Library

\*1.00 HHES Library

\*1.00 VHS Office

\*0.40 Career Counselor \*0.60 Grant Funded

\*1.00 HHES Office

\*2.00 HHES Classroom

\*0.50 School Nurse \*0.50 Grant Funded

\*0.00 Migrant/Fed Prog \*1.00 Grant Funded

**BUILDING ADMINISTRATION****Function 400**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
313	Principal Salaries	399,282.00	375,817.00
324	Support Salaries	0.00	0.00
329	Substitute Salaries	0.00	0.00
360	Benefits	155,852.59	159,268.80
420	Travel	3,750.00	3,750.00
491	Dues & Fees	1,800.00	1,800.00
<b>TOTAL FUNCTION 400</b>		<b>560,684.59</b>	<b>540,635.80</b>

**Includes:****FY25****3.00 Administrators**

\*1.00 VHS Principal

\*1.00 GMS Principal

\*1.00 HHES Principal

**FY26****3.00 Administrators**

\*1.00 VHS Principal

\*1.00 GMS Principal

\*1.00 HHES Principal

**BUILDING ADMINISTRATION-SUPPORT****Function 450**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
324	Support Salary	121,286.00	121,123.00
329	Substitute Salaries	3,881.15	3,875.94
360	Benefits	123,130.66	132,845.49
420	Travel	0.00	0.00
441	Rentals	2,133.96	2,133.96
443	Equipment Repair/Maint	0.00	0.00
454	Office Supplies	14,700.00	14,700.00
510	Equipment	1,000.00	1,000.00
<b>TOTAL FUNCTION 450</b>		<b>266,131.77</b>	<b>275,678.39</b>

**Includes:****FY25****3.00 Classified**

\*1.00 VHS Admin Asst  
 \*1.00 GMS Admin Asst  
 \*1.00 HHES Admin Asst

**FY26****3.00 Classified**

\*1.00 VHS Admin Asst  
 \*1.00 GMS Admin Asst  
 \*1.00 HHES Admin Asst

**DISTRICT ADMINISTRATION****Function 510**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
311	Superintendent Salary	170,000.00	170,000.00
324	Support Salary	63,188.64	70,083.36
360	Benefits	102,173.08	108,948.26
410	Professional Services	6,000.00	17,250.00
413	Other Services/Advert	0.00	0.00
420	Travel	5,000.00	5,000.00
454	Office Supplies	1,500.00	1,500.00
479	Other Supplies/Media	6,000.00	6,000.00
491	Dues & Fees	2,000.00	2,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 510</b>		<b>355,861.72</b>	<b>380,781.62</b>

**Includes:****FY25****1 Administrator**

\*1.00 Superintendent

**1 Classified**

\*1.00 Board/Supt. Admin Asst

**FY26****1 Administrator**

\*1.00 Superintendent

**1 Classified**

\*1.00 Board/Supt. Admin Asst

**SCHOOL BOARD**  
**Function 511**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
410	Professional Services	15,000.00	26,250.00
413	Other Services/Advertising	0.00	0.00
420	Travel	20,000.00	6,000.00
479	Other Supplies & Media	4,500.00	4,000.00
491	Dues & Fees	9,500.00	9,500.00
<b>TOTAL FUNCTION 511</b>		<b>49,000.00</b>	<b>45,750.00</b>

**Includes:** **FY25** \*7.00 Members **FY26** \*7.00 Members

**DISTRICT ADMINISTRATION-SUPPORT**  
**Function 550**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
321	Business Manager Salary	123,476.00	130,042.00
324	Support Salary	65,173.00	66,611.00
360	Benefits	105,455.96	112,560.11
410	Professional Services	48,500.00	54,000.00
420	Travel	2,000.00	2,000.00
441	Rentals	701.22	701.22
443	Equipment Repair	0.00	0.00
445	Insurance Prop/Liab	20,000.00	21,000.00
454	Office Supplies	5,000.00	3,000.00
479	Other Supplies/Media	3,000.00	3,000.00
491	Dues & Fees	600.00	600.00
495	Indirect Cost Rate	-25,000.00	-18,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 550</b>		<b>348,906.18</b>	<b>375,514.33</b>

**Includes:** **FY25** **1 Administrator** **FY26** **1 Administrator**  
                   \*1.00 Director of Business Services                   \*1.00 Director of Business Services  
**1.00 Classified** **1.00 Classified**  
                   \*1.00 Accounts Payable/Rec                   \*1.00 Accounts Payable/Rec



**OPERATIONS & MAINTENANCE****Function 600**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
321	Managerial Salary	121,789.00	128,267.00
324	Support Salaries	43,141.00	43,446.00
325	Maint./Custodial Salaries	837,217.00	836,272.00
329	Substitute Salaries	60,977.45	31,000.00
360	Benefits	713,561.07	683,030.60
420	Travel	5,000.00	7,500.00
436	Electricity	472,000.00	490,000.00
438	Fuel for Heating	395,000.00	425,000.00
441	Rentals	5,000.00	5,000.00
442	Building Repair	30,000.00	25,000.00
443	Equipment Repair	40,000.00	25,000.00
444	Contracted Services	60,000.00	60,000.00
445	Insurance Prop/Liab	150,000.00	160,000.00
452	Maintenance Supplies	71,500.00	60,000.00
453	Janitorial Supplies	55,000.00	50,000.00
454	Office Supplies	0.00	0.00
457	Small Tools	0.00	0.00
458	Gas & Oil	11,000.00	9,000.00
479	Other Supplies	0.00	0.00
491	Dues & Fees	2,000.00	2,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 600</b>		<b>3,073,185.53</b>	<b>3,040,515.60</b>
<b>Amount Transferred to Comm Ed</b>		<b>921,955.66</b>	<b>912,154.68</b>
<b>Operating Fund Totals</b>		<b>2,151,229.87</b>	<b>2,128,360.92</b>

**Includes:****FY25****1 Administrator**

\*1.00 Director of Facilities

**15.15 Classified**

\*3.00 Maintenance

\*3.00 Day Custodians

\*0.68 Admin Asst

\*8.47 Evening Custodians

**FY26****1 Administrator**

\*1.00 Director of Facilities

**14.68 Classified**

\*3.00 Maintenance

\*3.00 Day Custodians

\*0.68 Admin Asst

\*8.00 Evening Custodians

**OTHER FINANCING****Function 900**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
552	Transfers to Sp. Rev. Funds	843,443.62	731,826.85
<b>TOTAL FUNCTION 900</b>		<b>843,443.62</b>	<b>731,826.85</b>

**OPERATING FUND EXPENDITURE TOTALS  
FUND 100**

	<b>FY25 2024-25 Budgeted</b>	<b>FY26 2025-26 Budgeted</b>
100-REGULAR INSTRUCTION	4,995,902.42	5,174,433.44
105-CURRICULUM	125,000.00	274,407.32
110-TECHNOLOGY	646,324.50	581,069.02
120-BILINGUAL/BICULTURAL INSTRUCTION	0.00	0.00
160-VOCATIONAL EDUCATION	196,691.95	232,210.23
200-SPECIAL EDUCATION	2,256,574.42	2,065,917.19
220-SPECIAL EDUCATION SUPPORT	360,391.57	344,538.04
300-SUPPORT SERVICES-STUDENTS	393,492.65	398,727.88
350-SUPPORT SERVICES-INSTRUCTION	820,752.05	939,617.73
400-BUILDING ADMINISTRATION	560,684.59	540,635.80
450-BUILDING ADMINISTRATION-SUPPORT	266,131.77	275,678.39
510-DISTRICT ADMINISTRATION	355,861.72	380,781.62
511-SCHOOL BOARD	49,000.00	45,750.00
550-DISTRICT ADMINISTRATION-SUPPORT	348,906.18	375,514.33
600-OPERATIONS & MAINTENANCE	2,151,229.87	2,128,360.92
	<hr/> 13,526,943.67	<hr/> 13,757,641.90

**TRANSPORTATION**

**Fund 205**

**Function 760**

<b>Object #</b>	<b>Description</b>	<b>FY25 2024-25 Budgeted</b>	<b>FY26 2025-26 Budgeted</b>
425	Student Travel	663,717.51	676,991.86
426	Field Trips/Non-reg.	10,750.00	10,750.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 760</b>		<hr/> 674,467.51	<hr/> 687,741.86

**COMMUNITY EDUCATION****Fund 215****Function 780**

30% of O &amp; M

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>	
315	Certified Salaries	
321	Managerial Salary	36,536.70
324	Support Salaries	12,942.30
325	Maint./Custodial Salaries	13,033.80
329	Substitute Salaries	245,481.60
330	Overtime	9,300.00
360	Benefits	5,400.00
420	Travel	204,909.18
431	Water & Refuse	2,250.00
436	Electricity	0.00
438	Fuel for Heating	141,600.00
441	Rentals	147,000.00
442	Building Repair	127,500.00
443	Equipment Repair	1,500.00
444	Contracted Services	7,500.00
445	Insurance Prop/Liab	7,500.00
452	Maintenance Supplies	18,000.00
453	Janitorial Supplies	48,000.00
454	Office Supplies	18,000.00
457	Small Tools	15,000.00
458	Gas & Oil	0.00
479	Other Supplies	0.00
491	Dues & Fees	2,700.00
510	Equipment	600.00
		0.00
<b>TOTAL FUNCTION 780</b>	<b>921,955.66</b>	<b>912,154.68</b>

**LUNCH FUND****Fund 255****Function 790**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>	
326	Food Service Salaries	291,257.00
329	Substitute Salaries	292,221.00
360	Benefits	23,377.68
420	Travel	275,367.60
443	Equipment Rep/Maint	5,000.00
453	Janitorial Supplies	3,000.00
459	Food	7,500.00
460	Milk	360,000.00
479	Other Supplies/Media	65,000.00
510	Equipment	48,000.00
		0.00
<b>TOTAL FUNCTION 790</b>	<b>1,027,606.21</b>	<b>1,079,466.28</b>

Includes:

**FY25****\*8.00 Classified****FY26****\*8.00 Classified**

**PUPIL ACTIVITIES****Fund 301****Function 850**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
329	Sub Salaries	14,000.00	14,000.00
485	Extra Duty Contracts	284,132.00	280,309.00
360	Benefits	49,382.41	48,835.57
425	Travel	220,000.00	204,500.00
479	Equipment	9,000.00	8,500.00
551	Activities/Misc	59,500.00	53,200.00
518	Native Youth Olympics	9,000.00	8,500.00
552	Band	6,000.00	6,000.00
553	Basketball	82,000.00	76,000.00
554	Cheerleaders	4,000.00	5,300.00
555	Swim/Dive	4,500.00	4,500.00
556	Track	11,000.00	10,850.00
557	Volleyball	60,500.00	48,500.00
542	Wrestling	30,000.00	24,000.00
543	Cross Country Skiing	11,700.00	11,400.00
544	Yearbook	10,200.00	9,900.00
561	Academic Decathlon	4,000.00	4,000.00
563	Chorus	5,000.00	5,000.00
565	Spelling Bee	0.00	0.00
566	Student Council	10,500.00	10,650.00
567	Honor Society	1,000.00	1,000.00
568	Team Feeding	0.00	0.00
569	Cross Country Running	4,000.00	3,650.00
571	Drama	2,000.00	2,000.00
579	Softball	0.00	0.00
580	Baseball	0.00	0.00
583	Lego Robotics	500.00	0.00
593	Football	15,000.00	11,000.00
<b>TOTAL FUNCTION 850</b>		<b>906,914.41</b>	<b>851,594.57</b>

**CIP-COMPUTER****Fund 501****Function 350**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b> Description		
410 Professional Development	0.00	0.00
420 Travel	0.00	0.00
443 Equipment Repair and Maint	0.00	20,000.00
479 Other Supplies and Media	0.00	0.00
510 Equipment	291,943.83	292,623.00
<b>TOTAL FUNCTION 350</b>	<b>291,943.83</b>	<b>312,623.00</b>

**CIP-FACILITIES****Fund 502****Function 350**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b> Description		
444 Contracted Services	265,000.00	240,000.00
510 Equipment	0.00	0.00
<b>TOTAL FUNCTION 350</b>	<b>265,000.00</b>	<b>240,000.00</b>

**VEHICLE REPLACEMENT****FUND 503****Function 600**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b> Description		
510 Equipment	380,000.00	94,624.00
<b>TOTAL FUNCTION 600</b>	<b>380,000.00</b>	<b>94,624.00</b>

<b>Revenue</b>	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
<b>OPERATING</b>	<b>Budgeted</b>	<b>Budgeted</b>
<b>Fund 100</b>		
City Funding	\$9,394,393	\$9,455,589
State Funding	\$4,624,328	\$4,483,839
Federal Funding	\$30,040	\$132,820
Local Funding	\$90,000	\$80,000
Undesignated Reserve	\$418,930	\$337,221
Transfer out	<u>-\$843,444</u>	<u>-\$731,827</u>
	\$13,714,247	\$13,757,642
<b>PUPIL TRANSPORTATION</b>		
<b>Fund 205</b>		
City Funding	\$94,000	\$94,000
State Funding	\$459,345	\$467,475
Transportation Reserve	<u>\$121,123</u>	<u>\$126,267</u>
	\$674,468	\$687,742
<b>COMMUNITY EDUCATION</b>		
<b>Fund 215</b>		
City Funding	\$820,000	\$820,000
Local Funding	\$0	\$0
Community Ed Reserve	\$101,956	\$94,498
Transfer In	<u>\$0</u>	<u>\$0</u>
	\$921,956	\$914,498
<b>FOOD SERVICE</b>		
<b>Fund 255</b>		
City Funding	\$400,000	\$400,000
Federal Funding	\$190,000	\$250,000
Local Funding	\$105,000	\$143,500
Food Service Reserve	\$21,077	\$30,734
Transferred in	<u>\$311,529</u>	<u>\$255,232</u>
	\$1,027,606	\$1,079,466
<b>PUPIL ACTIVITIES</b>		
<b>Fund 301</b>		
City Funding	\$355,000	\$355,000
Local Funding	\$20,000	\$20,000
Transferred in	<u>\$531,914</u>	<u>\$476,595</u>
	\$906,914	\$851,595
<b>TECHNOLOGY</b>		
<b>Fund 501</b>		
City Funding	\$125,000	\$125,000
Technology Reserve	<u>\$166,944</u>	<u>\$187,623</u>
	\$291,944	\$312,623
<b>VEHICLE REPLACEMENT</b>		
<b>Fund 502</b>		
Undesignated Reserve	\$335,117	\$0
Vehicle Replacement Reserve	<u>\$44,883</u>	<u>\$94,624</u>
	\$380,000	\$94,624
<b>FACILITIES</b>		
<b>Fund 503</b>		
ADA/Construction	\$61,426	\$61,426
Facilities CIP Reserve	<u>\$203,574</u>	<u>\$178,574</u>
	\$265,000	\$240,000

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**TO:** BOARD OF EDUCATION, VALDEZ CITY SCHOOL DISTRICT  
**THRU:** SUPERINTENDENT WEBER  
**FROM:** AMBER CAWLEY, DIRECTOR OF BUSINESS SERVICES  
**SUBJECT:** FY26 BUDGET APPROVAL  
**DATE:** 3/19/2025

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I recommend approving the attached budget for FY26. Changes from the originally proposed budget include, adding back into the budget a Gilson Middle School teacher and a Hermon Hutchens Elementary teacher as requested during the budget work session held on March 3. The Technology function has also been updated to increase the professional services and decrease staffing.

To recap, the original budget presented on February 24, 2025 proposed reducing 2 classroom teachers; 1 from the HHES and 1 from the GMS, transferring 1 FTE from the VHS to the GMS, reducing 2.5 classified positions; 1 math interventionist, 1 special education paraprofessional and a .5 custodial position, reducing extra-curricular activities budget by 5%, reducing principal's discretionary budgets by 5%, restructuring technology by adding more on-line professional services and reducing on-site staff, and shifting technology spending to the technology CIP fund. The only budgeted change to revenue was an increase to all meal prices by \$1.00 starting in FY26, with an additional increase in FY27 of \$.25 for breakfasts and \$.50 for lunches.

No increase in funding from the state foundation formula, lower federal grants, coupled with increases in salaries and benefits, including an above average increase in health insurance, were the main drivers of the deficit of over \$700,000.

We had originally projected a slight increase in funding from the K-6 increase in reading scores the Governor had referred to. Without that increase, we will be using \$337,000 from undesignated reserves. We are optimistically encouraged that there will be some increase to the BSA and reserves will not be necessary to balance this budget.

*Valdez City School District*  
*PO Box 398 – 1112 West Klutina Street - Valdez, AK 99686*  
*Telephone (907) 835-4357 Fax (907) 835-4964*  
[www.valdezcityschools.org](http://www.valdezcityschools.org)



VALDEZ CITY SCHOOLS
Adopted FY '26 Budget
Projected 575 ADM

OPERATING FUND
Fund 100

REGULAR INSTRUCTION
Function 100

		FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object #	Description		
315	Certified Salaries	3,175,323.00	3,255,611.00
329	Substitute Salaries	90,491.77	85,796.46
360	Benefits	1,611,514.65	1,723,862.98
443	Equipment Repair/Maint	0.00	0.00
451	Teaching Supplies	118,573.00	109,163.00
471	Textbooks	0.00	0.00
510	Equipment	0.00	0.00
TOTAL FUNCTION 100		4,995,902.42	5,174,433.44

Includes:	FY25		FY26		
	40.06 Certified FTE		39.78 Certified FTE		
	*11.43 FTE VHS		*10.58 FTE VHS		
	* 7.63 FTE GMS		* 8.20 FTE GMS		
	*19.84 FTE HHES	*1.16 Grant Funded	*19.84 FTE HHES		* 1.16 Grant Funded

CURRICULUM
Function 105

		FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object #	Description		
321	Director Salary	0.00	129,563.00
315	Certified Salaries	0.00	0.00
329	Substitute Salaries	0.00	0.00
360	Benefits	0.00	21,844.32
418	Professional Development	0.00	0.00
451	Supplies & Materials	50,000.00	108,000.00
471	Textbooks	75,000.00	15,000.00
TOTAL FUNCTION 105		125,000.00	274,407.32

Includes:	FY25		FY26	
	0 Administrator		1 Administrator	
	* 0.00 Curriculum Director		* 1.00 Curriculum Director	

**TECHNOLOGY**  
**Function 110**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
321	Director Salary	106,092.00	123,334.00
324	Support Salary	126,344.00	57,388.00
329	Substitute Salaries	0.00	0.00
360	Benefits	137,488.50	99,809.52
410	Professional Services	33,000.00	93,000.00
420	Travel	7,000.00	7,000.00
443	Equip Repair & Maint	20,000.00	0.00
479	Other Supplies/Media	195,000.00	200,537.50
491	Dues & Fees	1,400.00	0.00
510	Equipment	20,000.00	0.00
<b>TOTAL FUNCTION 110</b>		<b>646,324.50</b>	<b>581,069.02</b>

**Includes:**

**FY25**

**1 Administrator**

\* 1.00 Technology Director

**2 Classified**

\* 1.00 Desktop Support Technician

\* 1.00 Network Engineer

**FY26**

**1 Administrator**

\* 1.00 Technology Director

**1 Classified**

\* 1.00 Desktop Support Technician

**BILINGUAL/BICULTURAL INSTRUCTION**  
**Function 120**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
315	Certified Salary	0.00	0.00
323	Aide Salaries	0.00	0.00
324	Support Salaries	0.00	0.00
329	Substitute Salaries	0.00	0.00
360	Benefits	0.00	0.00
410	Professional Services	0.00	0.00
420	Travel	0.00	0.00
451	Teaching Supplies	0.00	0.00
454	Office Supplies	0.00	0.00
<b>TOTAL FUNCTION 120</b>		<b>0.00</b>	<b>0.00</b>

**Includes:**

**FY25**

**0.00 Classified**

\*0.00 HHES Aide

\*0.00 Records Clerk

\*0.00 Grant Funded

\*0.00 Grant Funded

**FY26**

**0.00 Classified**

\*0.00 District Wide Aide

\*0.00 Recruiter/records

**VOCATIONAL EDUCATION****Function 160**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
315	Certified Salaries	109,226.00	135,270.00
329	Substitute Salaries	3,495.23	4,328.64
360	Benefits	65,970.72	74,611.59
410	Professional Services	0.00	0.00
443	Equipment Repair	0.00	0.00
451	Teaching Supplies	18,000.00	18,000.00
471	Textbooks	0.00	0.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 160</b>		<b>196,691.95</b>	<b>232,210.23</b>

**Includes:****FY25****1.43 Certified FTE**

\* 1.14 FTE VHS

\* 0.29 FTE GMS

**FY26****1.71 Certified FTE**

\* 1.57 FTE VHS

\* 0.14 FTE GMS

**SPECIAL EDUCATION****Function 200**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
315	Certified Salaries	620,223.00	546,884.00
323	Aide Salaries	590,763.00	556,357.00
329	Substitute Salaries	39,220.77	36,165.88
360	Benefits	994,367.65	914,510.31
410	Professional Services	0.00	0.00
420	Travel	0.00	0.00
451	Teaching Supplies	7,000.00	7,000.00
471	Textbooks	5,000.00	5,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 200</b>		<b>2,256,574.42</b>	<b>2,065,917.19</b>

**Includes:****FY25****8.00 Certified FTE**

\* 1.00 FTE VHS

\* 2.00 FTE GMS

\* 3.30 FTE HHES \* .70 Grant Funded

\* 1.00 FTE District Wide

**20.00 Classified**

\* 6.00 VHS Paras

\* 3.00 GMS Paras

\* 9.00 HHES Paras \* 2.00 Grant Funded

**FY26****7.00 Certified FTE**

\* 1.00 FTE VHS

\* 1.00 FTE GMS

\* 4.00 FTE HHES

\* 1.00 FTE District Wide

**20.00 Classified**

\* 3.00 VHS Paras

\* 4.00 GMS Paras

\* 11.00 HHES Paras \* 2.00 Grant Funded

**SPECIAL EDUCATION SUPPORT**  
**Function 220**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
314	Director Salary	79,467.00	86,398.00
324	Support Salaries	55,290.00	56,055.00
360	Benefits	82,834.57	89,285.04
410	Professional Services	130,000.00	100,000.00
420	Travel	5,000.00	5,000.00
443	Equipment Repair	0.00	0.00
451	Teaching Supplies	0.00	0.00
454	Office Supplies	300.00	300.00
479	Other Supl. & Media	2,500.00	2,500.00
510	Equipment	5,000.00	5,000.00
<b>TOTAL FUNCTION 220</b>		<b>360,391.57</b>	<b>344,538.04</b>

<b>Includes:</b>	<b>FY25</b>	<b>FY26</b>
	<b>1 Administrator</b>	<b>1 Administrator</b>
	* 1.00 Sp Ed Director	* 0.71 Sp Ed Director * 0.29 Grant Funded
	<b>1 Classified</b>	<b>1 Classified</b>
	* 1.00 Admin Asst	* 1.00 Admin Asst

**SUPPORT SERVICES-STUDENTS**  
**Function 300**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
315	Certified Salaries	251,389.00	255,154.00
329	Substitute Salaries	0.00	0.00
360	Benefits	132,053.65	138,223.88
420	Travel	2,400.00	600.00
479	Other Supl. & Media	7,650.00	4,750.00
<b>TOTAL FUNCTION 300</b>		<b>393,492.65</b>	<b>398,727.88</b>

<b>Includes:</b>	<b>FY25</b>	<b>FY26</b>
	<b>3.00 Certified FTE</b>	<b>3.00 Certified FTE</b>
	* 1.00 FTE VHS	* 1.00 FTE VHS
	* 1.00 FTE GMS	* 1.00 FTE GMS
	* 1.00 FTE HHES	* 1.00 FTE HHES

**SUPPORT SERVICES-INSTRUCTION****Function 350**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
315	Certified Salaries	0.00	0.00
321	Director Salary	0.00	0.00
323	Aide Salaries	346,464.00	342,097.00
329	Substitute Salaries	8,292.08	8,170.96
360	Benefits	300,895.97	351,069.77
410	Professional Services	63,000.00	88,000.00
411	Instructional Services	0.00	0.00
418	Professional Development	15,000.00	30,000.00
433	Communications	70,000.00	103,780.00
443	Equipment Repair	1,000.00	1,000.00
472	Library Books	9,200.00	8,800.00
473	Periodicals	1,000.00	800.00
479	Other Sup. & Media	5,400.00	5,900.00
510	Equipment	500.00	0.00
<b>TOTAL FUNCTION 350</b>		<b>820,752.05</b>	<b>939,617.73</b>

**Includes:****FY25****0.00 Certified FTE**

0 District Wide

**FY26****0.00 Certified FTE**

\*0.00 District Wide

**10.00 Classified**

\*1.00 VHS Library

\*1.00 GMS Library

\*1.00 HHES Library

\*1.00 VHS Office

\*0.40 Career Counselor \*0.60 Grant Funded

\*1.00 HHES Office

\*2.00 HHES Classroom

\*0.50 School Nurse \*0.50 Grant Funded

\*0.00 Migrant/Fed Prog \*1.00 Grant Funded

**10.00 Classified**

\*1.00 VHS Library

\*1.00 GMS Library

\*1.00 HHES Library

\*1.00 VHS Office

\*0.40 Career Counselor \*0.60 Grant Funded

\*1.00 HHES Office

\*2.00 HHES Classroom

\*0.50 School Nurse \*0.50 Grant Funded

\*0.00 Migrant/Fed Prog \*1.00 Grant Funded

**BUILDING ADMINISTRATION****Function 400**

		<b>FY25</b>	<b>FY26</b>
		<b>2024-25</b>	<b>2025-26</b>
		<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>		
313	Principal Salaries	399,282.00	375,817.00
324	Support Salaries	0.00	0.00
329	Substitute Salaries	0.00	0.00
360	Benefits	155,852.59	159,268.80
420	Travel	3,750.00	3,750.00
491	Dues & Fees	1,800.00	1,800.00
<b>TOTAL FUNCTION 400</b>		<b>560,684.59</b>	<b>540,635.80</b>

**Includes:****FY25****3.00 Administrators**

\*1.00 VHS Principal

\*1.00 GMS Principal

\*1.00 HHES Principal

**FY26****3.00 Administrators**

\*1.00 VHS Principal

\*1.00 GMS Principal

\*1.00 HHES Principal

**BUILDING ADMINISTRATION-SUPPORT****Function 450**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
324	Support Salary	121,286.00	121,123.00
329	Substitute Salaries	3,881.15	3,875.94
360	Benefits	123,130.66	132,845.49
420	Travel	0.00	0.00
441	Rentals	2,133.96	2,133.96
443	Equipment Repair/Maint	0.00	0.00
454	Office Supplies	14,700.00	14,700.00
510	Equipment	1,000.00	1,000.00
<b>TOTAL FUNCTION 450</b>		<b>266,131.77</b>	<b>275,678.39</b>

**Includes:****FY25****3.00 Classified**

\*1.00 VHS Admin Asst  
 \*1.00 GMS Admin Asst  
 \*1.00 HHES Admin Asst

**FY26****3.00 Classified**

\*1.00 VHS Admin Asst  
 \*1.00 GMS Admin Asst  
 \*1.00 HHES Admin Asst

**DISTRICT ADMINISTRATION****Function 510**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
311	Superintendent Salary	170,000.00	170,000.00
324	Support Salary	63,188.64	70,083.36
360	Benefits	102,173.08	108,948.26
410	Professional Services	6,000.00	17,250.00
413	Other Services/Advert	0.00	0.00
420	Travel	5,000.00	5,000.00
454	Office Supplies	1,500.00	1,500.00
479	Other Supplies/Media	6,000.00	6,000.00
491	Dues & Fees	2,000.00	2,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 510</b>		<b>355,861.72</b>	<b>380,781.62</b>

**Includes:****FY25****1 Administrator**

\*1.00 Superintendent

**1 Classified**

\*1.00 Board/Supt. Admin Asst

**FY26****1 Administrator**

\*1.00 Superintendent

**1 Classified**

\*1.00 Board/Supt. Admin Asst

**SCHOOL BOARD****Function 511**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
410	Professional Services	15,000.00	26,250.00
413	Other Services/Advertising	0.00	0.00
420	Travel	20,000.00	6,000.00
479	Other Supplies & Media	4,500.00	4,000.00
491	Dues & Fees	9,500.00	9,500.00
<b>TOTAL FUNCTION 511</b>		<b>49,000.00</b>	<b>45,750.00</b>

Includes:                      **FY25**    **FY26**  
    \*7.00   Members    \*7.00   Members

**DISTRICT ADMINISTRATION-SUPPORT****Function 550**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
321	Business Manager Salary	123,476.00	130,042.00
324	Support Salary	65,173.00	66,611.00
360	Benefits	105,455.96	112,560.11
410	Professional Services	48,500.00	54,000.00
420	Travel	2,000.00	2,000.00
441	Rentals	701.22	701.22
443	Equipment Repair	0.00	0.00
445	Insurance Prop/Liab	20,000.00	21,000.00
454	Office Supplies	5,000.00	3,000.00
479	Other Supplies/Media	3,000.00	3,000.00
491	Dues & Fees	600.00	600.00
495	Indirect Cost Rate	-25,000.00	-18,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 550</b>		<b>348,906.18</b>	<b>375,514.33</b>

Includes:                      **FY25**    **FY26**  
    **1 Administrator**    **1 Administrator**  
    \*1.00   Director of Business Services    \*1.00   Director of Business Services  
    **1.00 Classified**    **1.00 Classified**  
    \*1.00   Accounts Payable/Rec    \*1.00   Accounts Payable/Rec

**OPERATIONS & MAINTENANCE****Function 600**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
321	Managerial Salary	121,789.00	128,267.00
324	Support Salaries	43,141.00	43,446.00
325	Maint./Custodial Salaries	837,217.00	836,272.00
329	Substitute Salaries	60,977.45	31,000.00
360	Benefits	713,561.07	683,030.60
420	Travel	5,000.00	7,500.00
436	Electricity	472,000.00	490,000.00
438	Fuel for Heating	395,000.00	425,000.00
441	Rentals	5,000.00	5,000.00
442	Building Repair	30,000.00	25,000.00
443	Equipment Repair	40,000.00	25,000.00
444	Contracted Services	60,000.00	60,000.00
445	Insurance Prop/Liab	150,000.00	160,000.00
452	Maintenance Supplies	71,500.00	60,000.00
453	Janitorial Supplies	55,000.00	50,000.00
454	Office Supplies	0.00	0.00
457	Small Tools	0.00	0.00
458	Gas & Oil	11,000.00	9,000.00
479	Other Supplies	0.00	0.00
491	Dues & Fees	2,000.00	2,000.00
510	Equipment	0.00	0.00
<b>TOTAL FUNCTION 600</b>		<b>3,073,185.53</b>	<b>3,040,515.60</b>
<b>Amount Transferred to Comm Ed</b>		<b>921,955.66</b>	<b>912,154.68</b>
<b>Operating Fund Totals</b>		<b>2,151,229.87</b>	<b>2,128,360.92</b>

**Includes:****FY25****1 Administrator**

\*1.00 Director of Facilities

**15.15 Classified**

\*3.00 Maintenance

\*3.00 Day Custodians

\*0.68 Admin Asst

\*8.47 Evening Custodians

**FY26****1 Administrator**

\*1.00 Director of Facilities

**14.68 Classified**

\*3.00 Maintenance

\*3.00 Day Custodians

\*0.68 Admin Asst

\*8.00 Evening Custodians

**OTHER FINANCING****Function 900**

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
552	Transfers to Sp. Rev. Funds	843,443.62	731,826.85
<b>TOTAL FUNCTION 900</b>		<b>843,443.62</b>	<b>731,826.85</b>



**OPERATING FUND EXPENDITURE TOTALS  
FUND 100**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
100-REGULAR INSTRUCTION	4,995,902.42	5,174,433.44
105-CURRICULUM	125,000.00	274,407.32
110-TECHNOLOGY	646,324.50	581,069.02
120-BILINGUAL/BICULTURAL INSTRUCTION	0.00	0.00
160-VOCATIONAL EDUCATION	196,691.95	232,210.23
200-SPECIAL EDUCATION	2,256,574.42	2,065,917.19
220-SPECIAL EDUCATION SUPPORT	360,391.57	344,538.04
300-SUPPORT SERVICES-STUDENTS	393,492.65	398,727.88
350-SUPPORT SERVICES-INSTRUCTION	820,752.05	939,617.73
400-BUILDING ADMINISTRATION	560,684.59	540,635.80
450-BUILDING ADMINISTRATION-SUPPORT	266,131.77	275,678.39
510-DISTRICT ADMINISTRATION	355,861.72	380,781.62
511-SCHOOL BOARD	49,000.00	45,750.00
550-DISTRICT ADMINISTRATION-SUPPORT	348,906.18	375,514.33
600-OPERATIONS & MAINTENANCE	2,151,229.87	2,128,360.92
	<hr/>	<hr/>
	13,526,943.67	13,757,641.90

**TRANSPORTATION**

**Fund 205**

**Function 760**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
Object # Description		
425 Student Travel	663,717.51	676,991.86
426 Field Trips/Non-reg.	10,750.00	10,750.00
510 Equipment	0.00	0.00
	<hr/>	<hr/>
<b>TOTAL FUNCTION 760</b>	674,467.51	687,741.86

## COMMUNITY EDUCATION

### Fund 215

#### Function 780

30% of O & M

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
315	Certified Salaries		
321	Managerial Salary	36,536.70	38,480.10
324	Support Salaries	12,942.30	13,033.80
325	Maint./Custodial Salaries	246,665.10	245,481.60
329	Substitute Salaries	18,293.24	9,300.00
330	Overtime	4,500.00	5,400.00
360	Benefits	214,068.32	204,909.18
420	Travel	1,500.00	2,250.00
431	Water & Refuse	0.00	0.00
436	Electricity	141,600.00	147,000.00
438	Fuel for Heating	118,500.00	127,500.00
441	Rentals	1,500.00	1,500.00
442	Building Repair	9,000.00	7,500.00
443	Equipment Repair	12,000.00	7,500.00
444	Contracted Services	18,000.00	18,000.00
445	Insurance Prop/Liab	45,000.00	48,000.00
452	Maintenance Supplies	21,450.00	18,000.00
453	Janitorial Supplies	16,500.00	15,000.00
454	Office Supplies	0.00	0.00
457	Small Tools	0.00	0.00
458	Gas & Oil	3,300.00	2,700.00
479	Other Supplies	0.00	0.00
491	Dues & Fees	600.00	600.00
510	Equipment	0.00	0.00
TOTAL FUNCTION 780		921,955.66	912,154.68

## LUNCH FUND

### Fund 255

#### Function 790

Object #	Description	FY25	FY26
		2024-25 Budgeted	2025-26 Budgeted
326	Food Service Salaries	291,257.00	292,221.00
329	Substitute Salaries	23,300.56	23,377.68
360	Benefits	259,198.65	275,367.60
420	Travel	3,000.00	5,000.00
443	Equipment Rep/Maint	0.00	3,000.00
453	Janitorial Supplies	6,500.00	7,500.00
459	Food	330,000.00	360,000.00
460	Milk	65,500.00	65,000.00
479	Other Supplies/Media	48,850.00	48,000.00
510	Equipment	0.00	0.00
TOTAL FUNCTION 790		1,027,606.21	1,079,466.28

Includes:

**FY25**  
**\*8.00 Classified**

**FY26**  
**\*8.00 Classified**

**PUPIL ACTIVITIES****Fund 301****Function 850**

	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
	<b>Budgeted</b>	<b>Budgeted</b>
<b>Object #</b>	<b>Description</b>	
329	Sub Salaries	14,000.00
485	Extra Duty Contracts	284,132.00
360	Benefits	49,382.41
425	Travel	220,000.00
479	Equipment	9,000.00
551	Activities/Misc	59,500.00
518	Native Youth Olympics	9,000.00
552	Band	6,000.00
553	Basketball	82,000.00
554	Cheerleaders	4,000.00
555	Swim/Dive	4,500.00
556	Track	11,000.00
557	Volleyball	60,500.00
542	Wrestling	30,000.00
543	Cross Country Skiing	11,700.00
544	Yearbook	10,200.00
561	Academic Decathlon	4,000.00
563	Chorus	5,000.00
565	Spelling Bee	0.00
566	Student Council	10,500.00
567	Honor Society	1,000.00
568	Team Feeding	0.00
569	Cross Country Running	4,000.00
571	Drama	2,000.00
579	Softball	0.00
580	Baseball	0.00
583	Lego Robotics	500.00
593	Football	15,000.00
<b>TOTAL FUNCTION 850</b>	<b>906,914.41</b>	<b>851,594.57</b>

CIP-COMPUTER

Fund 501

Function 350

	FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object # Description		
410 Professional Development	0.00	0.00
420 Travel	0.00	0.00
443 Equipment Repair and Maint	0.00	20,000.00
479 Other Supplies and Media	0.00	0.00
510 Equipment	291,943.83	292,623.00
TOTAL FUNCTION 350	291,943.83	312,623.00

CIP-FACILITIES

Fund 502

Function 350

	FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object # Description		
444 Contracted Services	265,000.00	240,000.00
510 Equipment	0.00	0.00
TOTAL FUNCTION 350	265,000.00	240,000.00

VEHICLE REPLACEMENT

FUND 503

Function 600

	FY25 2024-25 Budgeted	FY26 2025-26 Budgeted
Object # Description		
510 Equipment	380,000.00	94,624.00
TOTAL FUNCTION 600	380,000.00	94,624.00

<b>Revenue</b>	<b>FY25</b>	<b>FY26</b>
	<b>2024-25</b>	<b>2025-26</b>
<b>OPERATING</b>	<b>Budgeted</b>	<b>Budgeted</b>
<b>Fund 100</b>		
City Funding	\$9,394,393	\$9,455,589
State Funding	\$4,624,328	\$4,483,839
Federal Funding	\$30,040	\$132,820
Local Funding	\$90,000	\$80,000
Undesignated Reserve	\$418,930	\$337,221
Transfer out	<u>-\$843,444</u>	<u>-\$731,827</u>
	\$13,714,247	\$13,757,642
<b>PUPIL TRANSPORTATION</b>		
<b>Fund 205</b>		
City Funding	\$94,000	\$94,000
State Funding	\$459,345	\$467,475
Transportation Reserve	<u>\$121,123</u>	<u>\$126,267</u>
	\$674,468	\$687,742
<b>COMMUNITY EDUCATION</b>		
<b>Fund 215</b>		
City Funding	\$820,000	\$820,000
Local Funding	\$0	\$0
Community Ed Reserve	\$101,956	\$94,498
Transfer In	<u>\$0</u>	<u>\$0</u>
	\$921,956	\$914,498
<b>FOOD SERVICE</b>		
<b>Fund 255</b>		
City Funding	\$400,000	\$400,000
Federal Funding	\$190,000	\$250,000
Local Funding	\$105,000	\$143,500
Food Service Reserve	\$21,077	\$30,734
Transferred in	<u>\$311,529</u>	<u>\$255,232</u>
	\$1,027,606	\$1,079,466
<b>PUPIL ACTIVITIES</b>		
<b>Fund 301</b>		
City Funding	\$355,000	\$355,000
Local Funding	\$20,000	\$20,000
Transferred in	<u>\$531,914</u>	<u>\$476,595</u>
	\$906,914	\$851,595
<b>TECHNOLOGY</b>		
<b>Fund 501</b>		
City Funding	\$125,000	\$125,000
Technology Reserve	<u>\$166,944</u>	<u>\$187,623</u>
	\$291,944	\$312,623
<b>VEHICLE REPLACEMENT</b>		
<b>Fund 502</b>		
Undesignated Reserve	\$335,117	\$0
Vehicle Replacement Reserve	<u>\$44,883</u>	<u>\$94,624</u>
	\$380,000	\$94,624
<b>FACILITIES</b>		
<b>Fund 503</b>		
ADA/Construction	\$61,426	\$61,426
Facilities CIP Reserve	<u>\$203,574</u>	<u>\$178,574</u>
	\$265,000	\$240,000



## Legislation Text

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**File #:** 25-0188, **Version:** 1

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**ITEM TITLE:**

Approval of Appropriation and Distribution of City Funds to Valdez Fly-in Association in the Amount of \$40,000 for the Purposes of the 21<sup>st</sup> Annual Valdez Fly-in and Airshow.

**SUBMITTED BY:** Bart Hinkle, Interim City Manager

**FISCAL NOTES:**

Expenditure Required: \$40,000

Unencumbered Balance: \$525,113

Funding Source: 350-0202-55000, Council Contingency Reserve

**RECOMMENDATION:**

Review for approval of appropriation to the Valdez Fly-in Association

**SUMMARY STATEMENT:**

During the November 21<sup>st</sup> Budget work sessions the City Council approved an appropriation for sponsored event support in the Economic Development Department totaling \$40,000 to the Valdez Fly-in Association contingent upon reinstatement of the association's 501(c)(3) status.

Valdez Fly-in Association has informed the City of Valdez that to-date reinstatement of 501(c)(3) status is still pending.

This agenda item has been added at the request of Mayor Pro-Temp Love and reflects an appropriation and disbursement of City funding directly to the Valdez Fly-in Association as a private business.

City Management respectfully recommends that approval of this agenda item nullifies the previously appropriated \$40,000 in the Economic Development Department for the Valdez Fly-in event.



## Legislation Text

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**File #:** 25-0189, **Version:** 1

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**ITEM TITLE:**

Approval of Contract with Alaska Scrap & Recycling, LLC for Scrap Barge & Recycling Services in the Amount of \$750,000

**SUBMITTED BY:** Nathan Duval, Assistant City Manager / Capital Facilities Director

**FISCAL NOTES:**

Expenditure Required: \$750,000

Unencumbered Balance: \$880,400

Funding Source: 350-0600-55000 - Nuisance Abatement Reserve

**RECOMMENDATION:**

Approve of contract with Alaska Scrap & Recycling, LLC for Scrap Barge & Recycling Services in the amount of \$750,000

**SUMMARY STATEMENT:**

In July 2024 the City solicited proposals for scrap metal removal services. Alaska Scrap and Recycling, LLC (ASR) was selected to provide this service for the City out of the four proposals received. Over the winter ASR worked with staff to understand the need and work through options for scrap removal and recycling. The current plan is to collect scrap metals from around town, aggregate scrap at the landfill at which point ASR will come to town with their equipment and process the metals and generate bales that will ultimately be loaded onto a barge for recycling in the fall of 2025.

Alaska Scrap will procure and train baler staff on a car processing rack that will be used in the future to drain fluids and prep vehicles for crushing and recycling.

The City will pay Alaska Scrap for the tonnage as it is processed. ASR will coordinate resale and schedule the barge and be responsible for barge loadout. Net proceeds from the sale will be split with ASR and the City. Net proceeds to the City will be returned to the program to offset future phases. ASR will work with the City to determine the market value of the scrap and make the most advantageous decision as to when to load out the scrap for resale.

Marketing for the program will begin in May and continue throughout the summer with the goal of voluntary compliance for most scrap metal contributors. Nuisance Abatement will also work with known scrap owners to collect as many recyclable materials as possible to make a complete barge load.

The intent is to establish a program through Public Works Solid Waste division that will alleviate the accumulation of scrap metals beyond single barge loads. The contract is a multi-year agreement to

assist the City with the development and implementation of this scrap and recycling program. Only the 2025 phase is being funded at this time.





**City of Valdez  
Agreement for Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Alaska Scrap & Recycling, LLC (“Contractor”) is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**Project: Scrap Barge & Recycling  
Project No: 24-350-0600  
Contract No: 2360  
Cost Code: 350-0600-39220**

Contractor’s project manager under this agreement is Jeff Riley.

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

City’s project manager is Nathan Duval.

**ARTICLE 1. Scope of Work**

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

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with Appendix B which is incorporated herein by reference in an amount not to exceed \$750,000.

**ARTICLE 3. Period of Performance**

3.1 The Contractor 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 be for a term of two years with the option to extend for up to an additional three years.



#### ARTICLE 4. Subcontractors

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

#### ARTICLE 5. Insurance

5.1 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

\*(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 Services  
Project: Scrap Barge & Recycling  
Project No: 24-350-0600  
Contract No: 2360  
Cost Code: 350-0600-39220



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.

**ALASKA SCRAP & RECYCLING, LLC**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Dennis Fleming, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Nathan Duval, Capital Facilities Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Signature of Company Secretary or Attest

\_\_\_\_\_  
Jon S. Wakeland

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide consulting, management, and processing services for scrap metal and recyclables. Alaska Scrap and Recycling (ASR) to supply a vehicle processing rack and provide training of City solid waste staff. ASR to assist with marketing and promotion of collection events and educational materials.

The City will collect scrap metals and recyclables in centralized storage and processing locations; baler for vehicles & C&D for metals, ASR will process, bale and prep for transport all collected materials.

ASR will provide all barge and resale coordination and logistics. Working with the City, ASR will coordinate the timing of barge loadout and resale.

The scope of work is more specifically described in the attached proposal dated February 13, 2025 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

## **Appendix B Basis of Compensation**

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

Payment shall be made based on the proposed fee and shall not exceed \$750,000 per the attached proposal dated 2/13/25, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

Additionally, proceeds from the sale or recycled materials will be applied to actual transportation expenses and the remaining proceeds will be split evenly between ASR and the City. Should the value of the material fail to cover all barge related expenses, the City would be responsible to cover 100% of the remaining costs.

Payment will be made monthly for estimated net weight of processed materials. Final loadout will account for actual weights and adjustments will be made as necessary on the next monthly invoice. Final accounting will "true-up" all nonvoiced processing costs, barge and loadout costs, and net revenue, if applicable, from the sale of materials.



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Contractor 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 Contractor's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Contractor's Project Manager: The Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor by provisions of this Agreement.

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



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City do 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 Contractor, furnish information or services from other Contractors. If, in the Contractor's opinion, such information or services are inadequate, the Contractor must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Contractor, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Contractor 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 Contractor, Subcontractor, persons or organizations directly or indirectly employed or engaged by Contractor or Subcontractor under this Agreement. The Contractor 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 Contractor and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" 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 Contractor, or in approving or accepting the Contractor's work.

IV. Payments:

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

Payments shall be made in accordance with Appendix B. Contractor 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.

Agreement for Services  
Project: Scrap Barge & Recycling  
Project No: 24-350-0600  
Contract No: 2360  
Cost Code: 350-0600-39220



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 Contractor, as shown in the attached proposal dated     n/a    , 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 Contractor by Subcontractor employed by Contractor for such Subcontractors' 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 Contractor 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.

V. Changes:

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

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 that conflict with any provisions of this Agreement, the Contractor 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 Contractor, 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 Contractor without such notice.



VI. Audits and Records:

The Contractor 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 Contractor, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date of (a) final payment under this Agreement, (b) final payment upon claims or disputes, or (c) such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VII. 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 Contractor in the performance of this Agreement.

VIII. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' 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 Contractor a sum equal to the percentage of work completed that can be substantiated by the Contractor and the City. If the City becomes aware of any fault or defect in the work of the Contractor or nonconformance with this Agreement, the City will give prompt written notice thereof to the Contractor. Should the Contractor'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 Contractor 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 Contractor 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 Contractor without further compensation.





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

IX. 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 Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Contractor, 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.

X. Independent Contractor:

Except in those instances specifically provided for herein, the Contractor 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.

XI. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Contractor for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Contractor and its Subcontractors 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 Contractor shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XII. Subcontractors, Successors and Assigns:

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

As soon as practicable after the award of the contract, the Contractor shall furnish to the City in writing the names of the proposed Subcontractors for each of the principal portions of the work. The City shall promptly notify the Contractor if it has reasonable objection to any of the proposed Subcontractors. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Contractor shall not contract with any Subcontractor 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 Contractor shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

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

### XIII. Claims and Disputes:

If the Contractor becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the Contractor shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees that unless these written notices are provided, the Contractor shall not be entitled to additional time or compensation for such act, event or condition. The Contractor shall in any case continue diligent performance under this Agreement. The Contractor shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Contractor's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Contractor 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
- Contractor at any time for additional information that the Contractor may possess to support the claims(s). The Contractor 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 Contractor 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 Contractor 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 Contractor 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.

XIV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Contractor 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 Subcontractors 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 Contractor that does not otherwise exist without regard to this Agreement.

Agreement for Services  
Project: Scrap Barge & Recycling  
Project No: 24-350-0600  
Contract No: 2360  
Cost Code: 350-0600-39220



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

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

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

XV. 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.

XVI. Minimum Wages:

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

See attached links for reference:

<http://labor.state.ak.us/lss/pamp600.htm>

<http://labor.alaska.gov/lss/forms/Pam400.pdf>

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

(1) Contractor or subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;

**Agreement for Services**  
**Project: Scrap Barge & Recycling**  
**Project No: 24-350-0600**  
**Contract No: 2360**  
**Cost Code: 350-0600-39220**



(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between Contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by Contractor in a prominent and easily accessible place at the site of the work;

(4) The City shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by Contractor or subcontractors the difference between

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

(B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

(5) If it is found that a laborer, mechanic, or field surveyor employed by Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the City may, by written notice to the contractor, terminate Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and Contractor and Contractor's sureties are liable to the City for excess costs for completing the work.

February 13, 2025

Alaska Scrap and Recycling LLC (ASR) has developed a comprehensive proposal for the Citywide Scrap Metal Removal project in Valdez, Alaska. This proposal outlines the scope of duties, project timelines, and cost estimates to efficiently manage and recycle scrap metal within the city.

## OVERVIEW

In late 2024, the City of Valdez accepted ASR's proposal to develop a plan for the removal of scrap metal. The primary objective is to systematically collect, process, and transport scrap metal to an off-site disposal facility, ensuring environmental compliance and community safety.

## PROJECT PLAN

### *Ferrous Metals*

- **Mobilization and Processing (May/June 2025):** ASR will deploy a team and necessary equipment to the city's Construction and Demolition (C&D) site to process all the ferrous material. As of October 2024 it was estimated to be 1,000 tons.
- **Barge Logistics (September 2025):** ASR will arrange and secure a barge to ship all processed ferrous material. Prior to the barge's arrival, any additional ferrous material collected since the initial processing will be handled.
- **Barge Loadout:** ASR will manage all aspects of barge loading, including transporting materials from the C&D site.
- **Future Planning:** City officials will work to gain access to various scrap vehicle caches throughout Valdez. These areas will be targeted in future processing and shipping efforts, with ASR prepared to process materials either on-site or at the C&D location.

### *Nonferrous Metals*

- **Program Development (Summer of 2025):** Assist City of Valdez staff to develop Nonferrous Metals collection similar to current brush and white goods systems at the baler facility.
- **Staff Training:** ASR will train City of Valdez staff on sorting and grading various types of nonferrous metals to ensure optimal returns.
- **Purchasing and Logistics:** ASR will purchase the city's nonferrous metals and coordinate/train proper sorting, market preparation to maximize return and shipping logistics in collaboration with Valdez staff. ASR will remain partners with City of Valdez after the program responsibilities are assumed by the City of Valdez staff and the two parties will maintain a buyer/seller relationship moving forward.

### *Car Processing*

- **Equipment Recommendation:** ASR will recommend and facilitate the purchase of a car processing system for the city.

- **Processing and Training:** While processing ferrous metals, ASR will handle all stockpiled cars, removing hazardous fluids and preparing them for baling. This process will also serve as a training opportunity for city refuse employees.
- **Stockpiling:** The City of Valdez will begin accumulating cars for processing, eliminating the need to pay for external hauling services.

## PHASE I PERFORMANCE ASSUMPTIONS

- All metal processing will occur at the City of Valdez landfill site.
- The city will provide ASR with unrestricted access to recyclable metal.
- ASR will assume possession and responsibility for ferrous metals as they leave the landfill to facilitate loading, shipping and sale.
- ASR will produce finished products and stage them at the landfill in preparation for transport.
- ASR will coordinate loading in Valdez and offloading in Tacoma, facilitating settlement of sales with its buyer.
- All metal, including cars, miscellaneous items, appliances, oversized material, or equipment, will be considered finished products once sorted, prepped, baled, and readied for transport.
- The vehicle processing location is to be determined but was initially discussed to be completed at the Bale Facility fire training area. This step involves removing all hazardous fluids to allow for safe transport and baling at the landfill.

*Note:* This phase excludes nuisance property cleanup, as each presents unique circumstances. Timing and approach for each situation will be developed in collaboration with the City of Valdez, property owners, and ASR as access becomes available.

## PHASE I PROJECT TIMING FOR FERROUS METALS

- **May/June 2025:** Mobilize team and equipment to process ferrous material at the C&D site.
- **September 2025:** Arrange and secure a barge for shipping processed ferrous material.
- **Pre-Barge Arrival:** Process any additional ferrous material accumulated since the initial processing.
- **Barge Loadout:** Handle all aspects of barge loading, including trucking material from the C&D site.

## PHASE I PROJECT EXPENSE RANGE, TIMING, MATERIAL SALE, AND TRUE-UP

- ASR will bill the City of Valdez for processing and barge loading fees in the month they occur, based on estimated tons produced.
- While processing metal at the landfill, ASR, at its own discretion, may elect to high-grade non-ferrous metals depending on recovery feasibility. High-graded non-ferrous would not be subject to ASR fees to process, as the cost to sort would be offset by the

value of the commodity to ASR. These tons would not create any expense to the City of Valdez.

- Third-party expenses, including barge, crane, demurrage, wharfage, and maritime insurance, will be passed through to the City of Valdez without markup. ASR will facilitate these expenses on behalf of the city.
- Final payment of tons sold will be used to reconcile estimated monthly processing payments made by the City of Valdez to ASR.
- The City of Valdez may elect to delay barging from one year to the next at its discretion.
- A per-unit fee will be charged for capturing all hazardous materials and shipping them for proper recycling or disposal.

## PHASE I PROJECT ESTIMATE EXPENSE RANGE PER TON / VOLUME

Tons Produced	1	1000	1250	1500	1750	2000
ASR to produce finished product	\$ 229.13	\$ 229,125.00	\$ 286,406.25	\$ 343,687.50	\$ 400,968.75	\$ 458,250.00
ASR barge loading expense	\$ 34.70	\$ 34,697.62	\$ 43,372.02	\$ 52,046.43	\$ 60,720.83	\$ 69,395.24
3rd party expenses for barging, wharfage, Nstar, etc.	\$ 165.00	\$ 165,000.00	\$ 206,250.00	\$ 247,500.00	\$ 288,750.00	\$ 330,000.00
<b>SUBTOTAL COST TO MARKET</b>	<b>\$ 428.82</b>	<b>\$ 428,822.62</b>	<b>\$ 536,028.27</b>	<b>\$ 643,233.93</b>	<b>\$ 750,439.58</b>	<b>\$ 857,645.24</b>
Market value of recycled metal per ton	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00
Total Market Value	\$ 213.00	\$ 213,000.00	\$ 266,250.00	\$ 319,500.00	\$ 372,750.00	\$ 426,000.00
NET cost/ton to City of Valdez	\$ 215.82	\$ 215.82	\$ 215.82	\$ 215.82	\$ 215.82	\$ 215.82

These costs are an estimate for planning and project approval. ASR costs per ton to produce finished product at \$229.13 per ton and load the barge at \$34.70 per ton are not estimates, however, I do not have pricing commitment for third party expenses at current time. The primary driver of this expense is the barge and dock availability after fall ammunition barge. The market value of the material per ton will be predicated on price when the barge arrives at buyer dock.

ASR is committed to providing efficient and environmentally responsible solutions for the City of Valdez's scrap metal removal needs. We look forward to a successful partnership in this endeavor.

Regards,

Jeff Riley  
General Manager  
Alaska Scrap & Recycling





## Legislation Text

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**File #:** 25-0190, **Version:** 1

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**ITEM TITLE:**

Approval of Professional Services Agreement with BDO for Grant Administration Assessment in the Amount of \$75,000

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$75,000 for 1- year with \$45,000 optional 1-year extension  
Unencumbered Balance: \$75,000 in 2025 Budget, \$45,000 in 2026 Budget (subject to final appropriation)  
Funding Source: 001-5200-43200 Finance Department Professional Fees & Services

**RECOMMENDATION:**

Approve

**SUMMARY STATEMENT:**

This agreement reflects a comprehensive review of citywide grant administration and additional scope of work for staff training on capturing costs to maximize reimbursement from awarded grant opportunities.

The intent is to enable staff to be proactive in grant administration both as a grantee and grantor. City of Valdez has more than doubled its participation in grant opportunities over the last 5 years with no change to staffing levels. While staff has reallocated duties to accommodate the workload, the subject matter is nuanced and requires professional guidance on where and how to address gaps that exist.

Specific to the first-year scope of work are recommendations on how to proceed with either:

- Contracted Grant Administration, or
- A Full-Time-Equivalent (FTE) position for Grant Administration

Contracting with professionals to outline deliverables and costs associated with either option will inform management of future recommendations as to the best course of action for the organization.

The optional second-year extension is contingent on the roadmap developed in the first year. This includes scope of work around developing in-house capacity and education on how to capture additional reimbursable costs associated with grant opportunities - specifically indirect rate training. Capturing indirect rates ensures that the organization recovers the true cost of administering grant-

funded programs, including shared overhead such as finance, HR, and facilities.

This contract has been approved by legal.



Tel: 310-557-0300  
Fax: 310-557-1777  
www.bdo.com

515 S Flower St, 47th Floor  
Los Angeles, CA 90071

March 20, 2025

Jordan Nelson, Finance Director  
City of Valdez  
212 Chenega Avenue  
P.O. Box 307  
Valdez, AK 99686

**Re: Agreement for Professional Services**

Dear Mr. Nelson:

Thank you for selecting BDO USA. We appreciate the opportunity to provide exceptional professional services to City of Valdez ("Client" or "you"). Your services will be provided by BDO USA and any of our affiliates or wholly owned subsidiaries (collectively "BDO" or "we") who execute a Statement of Work ("SOW") agreeing to be bound to the Terms and Conditions (as defined below).

The attached Terms and Conditions of the Master Services Agreement ("Terms and Conditions") sets forth the standard terms and conditions that will govern our provision of professional services to you. For each new engagement or additional service that BDO performs for you, BDO and Client shall agree upon a description of such services and engagement-specific terms in an SOW. This letter, along with the Terms and Conditions shall constitute the agreement for professional services ("Agreement") between BDO and Client. This Agreement shall be effective for a period of one year (1) year beginning on the date of this letter (the "Effective Date") with one (1) one (1) year option to renew as provided herein. Work not set forth in a specific SOW form will (i) be governed by this Agreement, (ii) be billed at our standard rates, or rates otherwise agreed to, and (iii) include charges for related expenses.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this Agreement to us.

If you have any questions, please contact BDO Managing Principal/Managing Director Name. We look forward to working with you.

Very truly yours,

**BDO USA**

By: \_\_\_\_\_  
Name:  
Title: Managing Principal

The Data Privacy Policy for BDO USA and its subsidiaries is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at [privacy@bdo.com](mailto:privacy@bdo.com).

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C., is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

**BDO**  
**Terms & Conditions of the Master Services Agreement**

**1. General.** This Agreement will apply to all tax, advisory and third party attestation services BDO performs at Client's request and pursuant to the Client's directions (the "Services") even if such Services are not expressly covered by a SOW. To the extent there is any conflict or inconsistency between the Agreement and any SOW and, unless the parties specifically state in writing that they intend to modify a term of this Agreement, the terms of this Agreement shall prevail.

**2. Term and Termination.** The initial term of this Agreement shall be one (1) year beginning on the \_\_ day of \_\_\_\_\_, 2025 ("Initial Term"). The Client shall have one (1) one (1) year option to renew this Agreement ("Additional Term") Each party shall have the right to terminate this Agreement and/or any SOW, as applicable, at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. If this Agreement terminates or is terminated while one or more SOWs (or Services not covered by a SOW) remain outstanding, the terms of this Agreement shall continue to apply to the SOW and any other outstanding Services, and this Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the Services thereunder. Termination of one or more SOWs will not automatically terminate this Agreement. In addition, BDO may terminate this Agreement and/or any SOW and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this Agreement and any SOW hereunder that, by their very nature, are intended to survive termination shall survive after the termination of this Agreement or any SOW, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this Agreement and/or any SOW is terminated (or any other Services not covered by a SOW are terminated), Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates any SOW that includes any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the Client provides such termination notice to BDO.

**3. Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its shareholders, partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. BDO agrees to indemnify and to hold the Client and its officers, directors, and employees harmless from any third party Claims arising out of BDO's fraud or intentional misconduct. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO during the 12 months preceding the date of the Claim pursuant to the applicable SOW or such other work performed outside a SOW, under which the Claim arose. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting

from loss of data, business or goodwill relating to the Agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this Agreement no later than one year after (i) the completion of the Services set forth in SOW under which the Claims arose or (ii) if the applicable SOW or this Agreement was terminated prior to completion of the Services, the date the applicable SOW or this Agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

**4. Third-Parties and Use.** All Services and Deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or Deliverables of BDO hereunder.

**5. BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so. BDO shall comply with all applicable statutory laws, regulations, and rules applicable to the performance of Services under this Agreement, including those pertaining to wages and employment.

**6. Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide

advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

**7. Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate, provided however, that if Client provides any data or information to BDO that BDO believes to be clearly erroneous, BDO shall inform the Client of its belief of the erroneous data. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for

clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

**8. Ownership of Working Papers.** Each SOW will specify the Deliverables BDO will prepare or produce in the performance of Services, which include reports, analyses, consultations, recommendations, ideas or concepts, and any supporting documentation or data (the “Deliverables”). We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client’s records (“Working Papers”). The Working Papers prepared pursuant to this Agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws. Upon full and final payment to BDO under an applicable SOW, the Deliverables, except for BDO’s Working Papers, are and will remain the exclusive property of Client, and will be protected by BDO as Client’s Confidential Information (defined in Section 21 (“Confidentiality”)) to the extent that the Deliverables are finally completed, delivered, or accepted. Upon full and final payment to BDO, all rights, including any and all U.S. or worldwide copyrights, patent rights of every kind, trade secret rights, and any trademark or service mark rights of any kind, together with any goodwill appurtenant thereto, and any moral rights (collectively, the “IP Rights”), in and to the Deliverables, except for BDO’s Working Papers, are owned by Client upon completion free and clear of any claims, restrictions or conditions.

**9. Consent for Disclosure.** If BDO is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require BDO to obtain your consent before using or disclosing information that you furnish to us in connection with the preparation of your return(s).

You hereby consent to BDO’s use of Client’s information for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about BDO, and invitations to BDO-sponsored events.

You also consent to BDO’s disclosure of Client’s information to entities owned in whole or in part by BDO (“Affiliates”), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, (“Alliance Firms”), independent member firms of the international BDO network (“Member Firms”), and independent contractors, including but not limited to parties who render auxiliary services (“Contractors” and, together with Affiliates, Alliance Firms and Member Firms, collectively, “Third-Party Service Providers”) for the purpose of assisting BDO in preparing Client’s tax returns and/or rendering other services requested by Client. You consent to disclosure of Client’s information to Third-Party Service Providers outside the United States and consent to the participation of Third-Party Service Providers in making substantive determinations affecting the tax liability reported by Client. This consent applies to all information required to be included in tax returns prepared pursuant to this Agreement and all tax return information relevant to the services provided pursuant to this Agreement unless you request a more limited disclosure in writing sent to [taxdisclosure@bdo.com](mailto:taxdisclosure@bdo.com). Unless limited or revoked in writing, the duration of this consent is the same as the term of this Agreement. BDO will not condition its services on your consent except where BDO seeks to disclose Client’s tax return information to a Third-Party Service Provider for purposes of performing services related to preparation of Client’s tax return.

**10. Fees and Expenses.** In no event shall the fees and expenses under this Agreement exceed \$75,000 for the Initial Term and, in the event the City exercise its option to renew, \$45,000 for the Additional Term. The fees and expenses under this Agreement shall be set forth in the applicable SOW. If no SOW is in place, fees will be at our standard rates, or

rates otherwise agreed to, and related expenses will be charged to Client. BDO may charge additional fees if Client requests that BDO perform services in addition to the Services described in any SOW. The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this Agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Unless otherwise agreed to in a SOW, our standard practice is to render our invoices on a monthly basis. Client may, in good faith, dispute all or a portion of an invoice by written notice, delivered within 30 days of receipt of invoice, detailing the amounts in dispute and the reasons therefor; invoiced amounts that are not disputed within such time shall be deemed undisputed. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any Deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

**11. Assignment and Sole Recourse.** In performing the Services hereunder, BDO may, with Client's prior written consent, assign its rights to perform a portion of the Services to, and may engage, the service of Third-Party Service Providers. Notwithstanding the foregoing, BDO shall be permitted to use in the performance of the Services, without first obtaining Client's prior written consent, Affiliates and third parties who render auxiliary services to BDO. If a Third-Party

Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the Agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of the Agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this Agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this Agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this Agreement.

Without our prior written consent, Client may not assign this Agreement except to a party that acquires substantially all of your assets and operations.

**12. Dispute Resolution.** The parties hereby consent to the exclusive jurisdiction of the Third Judicial District, Superior or District Court at Valdez, Alaska for any dispute, controversy, or claim arising out of, relating to, or resulting from the Deliverables and/or the performance or breach of this Agreement, excluding claims

for non-monetary or equitable relief (collectively, the “Dispute”). EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. This Agreement and any dispute arising hereunder shall be governed by the provisions of the laws of the state of Alaska, which shall be applied without reference to conflicts of law rules.

**13. Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this Agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO’s provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

**14. Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

**15. Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys’ fees) that we incur.

**16. Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

**17. External Computing Options.** If, at the Client’s request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively “External Computing Options”), that are outside of BDO’s standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

**18. Electronic Transmissions.** This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this



Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

**19. Severability.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

**20. Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This Agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

**21. Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one

party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

**22. Restricted Federal Data.** The parties agree that the services are not intended to involve the processing, storage, disclosure, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including but not

limited to the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”), and any other data or information that is restricted for dissemination or disclosure to foreign nationals. For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be included in the definition of Restricted Federal Data. Because BDO relies on this information in order to fulfil its own compliance obligations, the Client shall not provide or otherwise make available Restricted Federal Data to BDO or its employees unless expressly agreed to in advance in writing by BDO. If the Client becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to BDO by the Client or otherwise in connection with the Services, the Client will (a) immediately notify BDO in writing to [regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until BDO expressly agrees in writing, (b) identify which documents at which pages contain such information, (c) identify which export control regulations apply where applicable, and (d) identify the relevant export control classifications that apply to the information in question. The Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Federal Data that the Client has disclosed to BDO notwithstanding the foregoing. The Client further agrees that it will be responsible for all fees, costs, and expenses associated with processing, storage, disclosure, or transmissions of such Restricted Federal Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Federal Data.

**23. Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client’s Confidential Information (as defined above). BDO shall be entitled to all protections

afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement (“BDO Intellectual Property”). Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO’s or its agents’ Intellectual Property or proprietary information by the Client is strictly prohibited.

**24. Licensing Representation.** To the extent necessary for BDO to perform its obligations described in an applicable SOW, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of Client under Client’s third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a “Licensing Representation”). Upon BDO’s request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO’s reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

**25. Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA

personnel may be involved in providing certain Services hereunder.

**26. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

**27. Officials Not to Benefit.** Each of BDO and Client hereby represents, warrants and covenants to the other that it has not, and covenants and agrees that it will not, in connection with the transactions involving the Services and Agreement corruptly make or promise or offer to make any payment or transfer of anything of value, directly or indirectly to any Government Official (or to an intermediary for payment to any Government Official) in order to obtain or retain business or to secure any improper advantage. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This section shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value; provided, however, that all such payments shall be lawful, reasonable, directly related to the business of Client and BDO, accurately and completely described in the books and records of Client and BDO relating to the Services and Agreement, and approved in advance in writing by the individual executing this Agreement on behalf of BDO.

For the purpose of this Agreement, a "Government Official" is defined as:

1. any employee or officer of a government of any country, including any federal, regional or local department, agency, instrumentality or enterprise owned or controlled by any government,

2. any official of a political party,

3. any employee or official of a public international organization,

4. any person acting in an official capacity for, or on behalf of, such entities, and

5. any candidate for political office.

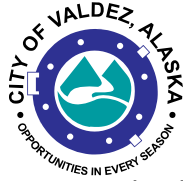
**28. Inspection Rights.** Upon Client's request, not more than once per year and upon reasonable notice to BDO, BDO will provide Client, or a mutually acceptable independent certified public accountant, copies of Supplier's books and records (collectively, "Records"), whether belonging to or in the possession of the BDO to the extent directly pertaining to the Services and Deliverables in order to permit Client to substantiate Services performed, provided any such information is subject to conditions of confidentiality. All such examinations shall be conducted in accordance with BDO's policies and procedures for such examinations and in a manner designed to minimize disruption to BDO's performance of services and normal operations. BDO agrees to maintain all such Records for no less than 2 years after termination of this Agreement.

**29. Insurance.** During the term of this Agreement, BDO shall maintain the following limits of insurance coverage:

- Workers' Compensation: Statutory
- Employers' General:  
\$100,000/occurrence;  
\$300,000/aggregate
- Commercial General Liability  
(including Broad Form Property  
Damage Coverage and Completed  
Operations Coverage):  
\$1,000,000/occurrence;  
\$2,000,000/aggregate
- Comprehensive Automobile Liability:  
\$100,000/occurrence; \$  
300,000/aggregate
- Professional Liability:

\$1,000,000/occurrence;  
\$2,000,000/aggregate.

*[Signature Page to Follow]*



By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

**BDO USA**  
Authorized Signature

\_\_\_\_\_

Printed name

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:**

\_\_\_\_\_

Jordan Nelson, Finance Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

\_\_\_\_\_

Jake W. Staser

Date: \_\_\_\_\_



March 20, 2025

Jordan Nelson, Finance Director  
City of Valdez  
212 Chenega Ave.  
Valdez, AK 99686

**Re: Statement of Work - Related to Agreement for Professional Services and Terms and Conditions Dated December 9, 2024, as Entered into with the City of Valdez**

Dear Mr. Nelson,

This Statement of Work ("SOW") is provided to the City of Valdez ("Client" or "you") for the services described below (the "Services"), which Services may be modified upon our mutual written agreement.

Client acknowledges that Client previously executed an Agreement for Professional Services and Terms and Conditions dated December 9, 2024 (collectively, the "Services Agreement") which are incorporated by reference into this SOW. The Services Agreement along with this SOW constitutes the agreement ("Agreement") between BDO USA ("BDO" or "we") and Client.

To the extent there is any conflict or inconsistency between the Services Agreement and any SOW, unless otherwise agreed to in writing, the Services Agreement shall prevail.

The SOW is effective as of the date set forth above ("Effective Date") and shall remain in effect until the earlier of (a) completion of the Services hereunder, (b) a party's termination of this SOW in accordance with the Services Agreement, and (c) one (1) year from the Effective Date. Any term or condition incorporated into this SOW that is an addition to or a replacement of the specific terms and conditions contained in the Services Agreement applies only to the Services provided under this SOW.

## **RUSSIAN OWNERSHIP OR CONTROL**

By executing this Agreement, Client represents that the Client is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia, or entity(ies) organized under the laws of Russia. Client agrees that if at any time while BDO is providing Services to the Client the foregoing representation is no longer true, Client will immediately notify BDO.

## **SCOPE OF SERVICES**

BDO agrees to provide the following Services:

### **Grants Administration Infrastructure Assessment**

#### ***Gap Assessment***

- Conduct a comprehensive evaluation of the City's policies, processes and procedures for the management of grant funding to include:
  - Accounting
  - Procurement
  - Recipient Monitoring

- Reporting (Invoicing, Programmatic Reports, Financial Reports)
- Evaluate existing policies and processes for compliance with the expectation of the Uniform Guidance (2 CFR 200) and award specific terms and conditions.
- Review current Single Audit preparation processes to support compliance environment.
- Review expenditure tracking systems to support compliance with applicable regulations.
- Provide the City with a gap analysis showcasing areas of non-compliance and recommendations for remediation based on industry best practices.

#### ***Action Plan Development***

- Develop a roadmap of activities and timelines to address identified gaps and recommendations, and to enhance grant compliance, and effectiveness and efficiency of grant management processes.
- Document relevant roles and responsibilities across the City's structure, including central finance and accounting staff and other operating units.

#### **Building In-House Grant Administration Capacity**

##### ***Centralized System Review & Interim Dashboarding & Reporting Solution***

- Evaluate the software solution to address alignment with the City's grant programs and offer recommendations for its design and implementation.
- Develop and use a temporary system for dashboards and reports to ensure consistent and accurate reporting until the city introduces a new grants management system. This will involve:
  - Creating a custom dashboard tool using SharePoint.
  - Managing and maintaining this tool.
  - Coordinating with various grants, grants management staff, and sub-recipients.
  - Performing quality assurance and quality control checks on reports.
  - Documenting the submission process and related activities.

#### ***Indirect Rate Training***

Conduct 1-2 training sessions for staff on grant management, reporting processes, and indirect rates.

Services will be performed remotely or at BDO facilities, which we believe is the most efficient approach for completion of the Services. Notwithstanding anything to the contrary herein, any timing set forth in this SOW is the estimated timing subject to dependencies, including without limitation, Client's satisfaction of its obligations hereunder.

Any service not specifically described in this SOW is outside the scope of this Agreement.

#### **ASSUMPTIONS**

The following general assumptions have been made in the development of this SOW and all fees and expenses are contingent upon the accuracy of these assumptions and are subject to change if any are incorrect. These assumptions should be carefully reviewed by Client to verify accuracy. To the



extent that these assumptions are not met or turn out to be inaccurate, the cost and delivery schedule of the Services may be impacted. If this occurs, Client agrees to negotiate in good faith to mutually develop a work-around plan, revised schedule, and revised fees and expenses.

- ▶ BDO will be able to hold information-gathering sessions with key Client personnel to gather information required for creating project deliverables in a timely manner.
- ▶ Client will provide BDO with copies of any existing documentation describing any pertinent information prior to the project commencement.
- ▶ BDO will not be held responsible for unreasonable delays in the project timetable due to unavailability of information or resources from Client or its vendors.
- ▶ The information supplied to BDO to create this SOW is accurate and will not substantially change.
- ▶ Client will provide a single point of contact for all project activities.
- ▶ Client will provide the logistics for meetings including, but not limited to, room arrangements, transportation, and other incidentals related to on-site visits.
- ▶ When the BDO engagement team is working on-site, Client will provide appropriate workspace with access to wifi/internet, phones, copiers, printers, etc.
- ▶ Client, and as necessary, its advisors, will make timely decisions regarding approach, review of deliverables, completion of any questionnaires distributed and personnel interviews.
- ▶ Client is the owner of the control environment and financial information, including the notes within the financial statements and the applicable disclosures in the financial report.
- ▶ Client will retain ultimate responsibility for policy decisions and judgment decisions, as well as for concluding on the adequacy of the design and operating effectiveness of the internal control environment.
- ▶ BDO does not guarantee or warrant any particular outcome as a result of this engagement and our fees are not contingent on such an outcome.

## **INDEPENDENCE & CLIENT MANAGEMENT RESPONSIBILITIES**

All Services provided by BDO pursuant to this Agreement are strictly advisory in nature. It is of utmost importance that Client's management fully understands the nature and extent of the Services to be performed pursuant to this Agreement and exercises its own independent judgment on behalf of Client in connection therewith.

BDO may not, and will not, serve as a member of the Client's management, including:

- Making operational or financial decisions
- Performing management functions
- Reporting to the board of directors on behalf of Client's management

Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses the suitable skill, knowledge, and experience to oversee the Services and to evaluate the adequacy and results of the Services; and (c) accept responsibility for the Services.

## FEES

We are please to offer a single blended hourly rate to be charged for all individuals supporting the City of Valdez. This blended rate has been calculated by applying a 35% discount from our standard rates, as shown in the table below. In accordance with firm-wide adjustments, these rates will increase 5% effective August 1st 2025, and annually thereafter.

RESOURCE	STANDARD RATE	DISCOUNTED RATE FOR CLIENT	BLENDED RATE
Principal	\$788	\$485	\$350
Managing Director	\$735	\$455	
Director	\$630	\$390	
Senior Manager	\$562	\$345	
Manager	\$515	\$320	
Senior Associate	\$415	\$255	
Experienced Associate	\$331	\$200	
Associate	\$263	\$160	

Our charges for the Services will be billed on a time and materials basis and the total fee will not exceed \$120,000 for a 24-month period of performance. BDO will execute these services in two phases. Phase 1 will consist of the Grant Administration Infrastructure Assessment and development of the Interim Solution for dashboarding and reporting. Phase 2 will consist of the Centralized System Review, Maintenance of Interim Solution, and Indirect Rate Training.

- **Phase 1:** Estimated support related to the Grant Administration Infrastructure Assessment and Development of the Interim Solution for Dashboarding and Reporting will be \$75,000 for the first 12-month period of performance.
- **Phase 2:** Estimated support related to the Centralized System Review, Maintenance of the Interim Solution and Indirect Rate Training will be from \$45,000 for the second 12-month period of performance. BDO expects to allocate 5 hours a month for the maintenance of the tool.

Should we encounter unforeseen problems that will warrant additional time or expense, you will be notified as soon as possible regarding the anticipated impact on fees or project schedule.

We have structured our team to provide a cost-effective resource mix where possible. We also will bill you for travel and out-of-pocket expenses as incurred.

This engagement is also assessed a standard \$20.00 per hour charge for professional time incurred. This charge is for time associated with our internal quality control processes and other engagement oversight that is critical to the effectiveness of the engagement. These resources do not charge hours directly to the engagement.

This engagement includes only those Services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate SOW.



## NEXT STEPS

We will coordinate with your designated representative to determine an appropriate timeline and immediate next steps for the Services.

If you have any questions pertaining to this SOW, please contact Corey Eide [ceide@bdo.com](mailto:ceide@bdo.com). BDO values your business and looks forward to many years of providing quality professional services to you.

Very truly yours,

**BDO USA**

By: \_\_\_\_\_

Name: Andrea Espinola Wilson

Title: Managing Principal

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid, and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms. The Client set forth below acknowledges and agrees that the authorized signatory is duly authorized to bind it as a party hereto.

**Accepted and Agreed to by:**

**City of Valdez**

By: \_\_\_\_\_

Name: Jordan Nelson

Title: Authorized Signatory

## City of Valdez Grant Report

**Executive Summary:** Open/pending grants, sources of revenue, and programs result in 43 separate funding opportunities. Of which, 28 are new within the last 5 years. The City of Valdez needs to conduct a “Grant Program Administration Gap Analysis”, to understand where risks are that may put future funding in jeopardy as well as establish best practices with respect to its grant program.

City staff are currently leveraging contractors for Grant Research and will continue to pursue software solutions and consultant relationships prior to requesting a Full-Time Equivalent (FTE) for Grant Program Administration.

Not all funding opportunities are created equal and generally follow the Pareto principle where 80% of staff time is spent on 20% of funding opportunities and vice versa. Below is a timeline related to internal organizing as the City’s Grant Program has developed.

---

Dec, 2023      established COV Grant Committee

Jun, 2024      issued RFQ for Grant Services related to:

1. Grant Writing
2. Grant Management
3. Grant Software

Aug, 2024      received and scored 9 responses to RFQ – **Appendix A**

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Looking ahead

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Mar, 2025      consultant contract for grant administration gap analysis and solution – **Need \$75K Budget Resolution to begin scope of work related to Grant Program Administration Gap Analysis**

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In 2024, the City of Valdez had:

- 24 Open Grants – Average 2.2 out of 5 for Finance Burden (1-easy, 5-not easy)
  - 11 Federal
  - 9 State
  - 4 Non-Government Organization (NGO)
- Received \$2.8M in Grant Funding – **Appendix B**
- Spent \$10.5M in Grant Funding – **Appendix C**
- \$2.4M in remaining Grant proceeds – **Appendix D**
- 4 Pending Grants not accounted for above, status unknown

In addition, shared / other revenue not subject to Single Audit (“grant-like” in accounting treatment):

- 8 Sources – Average 1.6 for Finance Burden (1-easy, 5-not easy)
  - All sources currently from the State – **Appendix E**
- Received \$3.5M
- Appropriated \$3.5M in 2024 Budget
- All Grant proceeds accounted for

Lastly, the City of Valdez has grant programs to external recipients:

- 7 Open Programs – Average 3.2 for Finance Burden (1-easy, 5-not easy)
  - Housing x2
  - Child Care x3
  - CSO program
  - Beautification
- \$3.5M in Grant Funding – **Appendix F**

Appendix A

RFQ Scoring: Grant Writing Services - July, 2024										
	Applicants									
Topics	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Scoring Criteria
pre-interview scoring										
Ability to provide the type and quality of services requested in the proposal	13	14	12	9	16	13	15	16	10	assess score of 1-5 for type and quality of services as requested in proposal with 5 being the highest and best suited for the organization
Fee structure	14	12	8	8	13	12	14	12	17	
Track Record and Experience	13	13	14	10	16	12	13	15	9	
Prior experience serving local governments	15	15	15	8	16	12	16	17	9	
Familiarity with City and AK issues	17	11	12	6	17	5	17	16	7	
SUBTOTAL SCORE	72	65	61	41	78	54	74	75	52	90 possible
Completeness	10	10	10	10	10	10	10	10	10	10 possible
GRAND TOTAL SCORE	82	75	71	51	88	64	84	85	62	100 possible

RFQ Scoring: Grant Management Services - July, 2024										
	Applicants									
Topics	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Scoring Criteria
pre-interview scoring										
Ability to provide the type and quality of services requested in the proposal	12	14	13	9	9	14	14	17	10	assess score of 1-5 for type and quality of services as requested in proposal with 5 being the highest and best suited for the organization
fee structure	16	14	9	8	14	13	14	11	14	
Track Record and Experience	10	11	13	8	7	14	11	13	9	
Prior experience serving local governments	11	12	14	8	11	13	12	16	8	
Familiarity with City and AK issues	14	10	13	6	12	6	17	15	7	
SUBTOTAL SCORE	64	61	63	39	54	60	68	72	47	90 possible
Completeness	10	10	10	10	10	10	10	10	10	10 possible
GRAND TOTAL SCORE	74	71	73	49	64	70	78	82	57	100 possible

RFQ Scoring: Grant Software Services - July, 2024										
	Applicants									
Topics	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	Firm 7	Firm 8	Firm 9	Scoring Criteria
pre-interview scoring										
Ability to provide the type and quality of services requested in the proposal	-	-	4	6	-	6	-	10	-	assess score of 1-5 for type and quality of services as requested in proposal with 5 being the highest and best suited for the organization
fee structure	-	-	-	-	-	-	-	3	-	
Track Record and Experience	-	-	-	-	-	-	-	1	-	
Prior experience serving local governments	-	-	-	-	-	-	-	3	-	
Familiarity with City and AK issues	-	-	-	-	-	-	-	6	-	
SUBTOTAL SCORE	-	-	4	6	-	6	-	22	-	90 possible
Completeness	-	-	10	10	-	10	-	10	-	10 possible
GRAND TOTAL SCORE	-	-	14	16	-	16	-	32	-	100 possible

Appendix A

RFQ Scoring: Grant Writing Services - July, 2024

	Highest Scoring Category	Lowest Scoring Category	Comments
Tier 1			
Firm 5	Familiarity with Alaska issues	Fee Structure (Expensive)	Highest scoring with proven track record
Firm 8	Prior Experience	Fee Structure (Expensive)	Higher price point, established relationship
Firm 7	Familiarity with Alaska issues	Track Record	Good option for complex engineering-related grants
Firm 1	Familiarity with Alaska issues	Track Record/Ability to provide services	Good option for complex engineering-related grants
Firm 2	Prior Experience	Familiarity with Alaska issues	Good option for high-stakes opportunities
Firm 3	Prior Experience	Fee Structure (Most Expensive)	Good experience and track record, deep bench
Firm 6	Ability to provide services	Familiarity with Alaska issues	
Firm 9	Fee Structure (Most Inexpensive)	Familiarity with Alaska issues	Low-cost option

RFQ Scoring: Grant Management Services - July, 2024

	Highest Scoring Category	Lowest Scoring Category	Comments
Tier 1			
Firm 8	Ability to provide services	Fee Structure (Expensive)	Best for management of non-State of AK Grants
Firm 7	Familiarity with Alaska issues	Track Record	Best for management of State of AK Grants
Firm 1	Fee Structure (Inexpensive)	Track Record	Good option for State/non-State of AK Grants
Firm 3	Prior Experience	Fee Structure (Most Expensive)	Good option for high stakes Grant Management
Firm 2	Ability and Fee Structure (Inexpensive)	Familiarity with Alaska issues	
Firm 6	Ability and Track Record	Familiarity with Alaska issues	
Firm 5	Fee Structure	Familiarity with Alaska issues	
Firm 9	Fee Structure (Most Inexpensive)	Familiarity with Alaska issues	

## Appendix B

Row Labels	Grant Proceeds
<b>Federal</b>	<b>2,213,981</b>
2020 Volunteer Fire Assistance	6,300
2022 State & Local Cybersecurity Grant	-
ARPA NEU Grant	-
Clean Vessel Act Grant	-
Emergency Services Radio Upgrades: Police Radio Program	-
Meals Hill Park Development ARPA Tourism Grant	-
National Forest Receipts	1,310,777
Payment in Lieu of Taxes	811,904
Safe Streets For All	-
Valdez Senior Housing Apartment (GOAL)	-
Valdez Senior Living Apartments (CDBG)	85,000
<b>State</b>	<b>478,577</b>
2022 State & Local Cybersecurity Grant	-
Adult Rural Peer Support	38,108
Comprehensive Behavioral Health Treatment	372,381
FY2014 Capital Projects	-
Harbor Floats H-K Replacement	-
Jail Technology Capital Award 2023	-
Pacific States Marine Fisheries POW 2018 & 2020 Pink Salmon Disaster	-
Public Library Assistance Grant	7,000
SOA DPH MOA Healthy Equitable Communities	61,088
<b>NGO</b>	<b>63,930</b>
Brennan Matching Funds Program: PWSC Mapping Survey	-
Child Care Grant	-
Library Consortium Grant	13,500
Meals Hill Conservation Project	50,430
<b>Grand Total</b>	<b>2,756,488</b>

## Appendix C

Row Labels	Expended Grant Proceeds
<b>Federal</b>	<b>4,881,415</b>
2020 Volunteer Fire Assistance	6,300
2022 State & Local Cybersecurity Grant	-
ARPA NEU Grant	1,060,432
Clean Vessel Act Grant	-
Emergency Services Radio Upgrades: Police Radio Program	-
Meals Hill Park Development ARPA Tourism Grant	1,692,002
National Forest Receipts	1,310,777
Payment in Lieu of Taxes	811,904
Safe Streets For All	-
Valdez Senior Housing Apartment (GOAL)	-
Valdez Senior Living Apartments (CDBG)	-
<b>State</b>	<b>5,374,396</b>
2022 State & Local Cybersecurity Grant	-
Adult Rural Peer Support	25,400
Comprehensive Behavioral Health Treatment	307,473
FY2014 Capital Projects	-
Harbor Floats H-K Replacement	4,989,113
Jail Technology Capital Award 2023	20,360
Pacific States Marine Fisheries POW 2018 & 2020 Pink Salmon Disaster	-
Public Library Assistance Grant	7,000
SOA DPH MOA Healthy Equitable Communities	25,050
<b>NGO</b>	<b>239,905</b>
Brennan Matching Funds Program: PWSC Mapping Survey	75,000
Child Care Grant	100,975
Library Consortium Grant	13,500
Meals Hill Conservation Project	50,430
<b>Grand Total</b>	<b>10,495,715</b>



## Appendix D

Row Labels	Remaining Grant Proceeds
<b>Federal</b>	<b>1,392,410</b>
2020 Volunteer Fire Assistance	-
2022 State & Local Cybersecurity Grant	40,500
ARPA NEU Grant	-
Clean Vessel Act Grant	3,178
Emergency Services Radio Upgrades: Police Radio Program	128,000
Meals Hill Park Development ARPA Tourism Grant	840,732
National Forest Receipts	-
Payment in Lieu of Taxes	-
Safe Streets For All	280,000
Valdez Senior Housing Apartment (GOAL)	100,000
Valdez Senior Living Apartments (CDBG)	-
<b>State</b>	<b>172,867</b>
2022 State & Local Cybersecurity Grant	4,500
Adult Rural Peer Support	22,566
Comprehensive Behavioral Health Treatment	38,838
FY2014 Capital Projects	11,213
Harbor Floats H-K Replacement	10,887
Jail Technology Capital Award 2023	22,640
Pacific States Marine Fisheries POW 2018 & 2020 Pink Salmon Disaster	62,223
Public Library Assistance Grant	-
SOA DPH MOA Healthy Equitable Communities	-
<b>NGO</b>	<b>805,644</b>
Brennan Matching Funds Program: PWSC Mapping Survey	-
Child Care Grant	779,025
Library Consortium Grant	-
Meals Hill Conservation Project	26,619
<b>Grand Total</b>	<b>2,370,921</b>

## Appendix E

### State Shared & Other Revenue, not subject to State or Federal Single Audit:

State	State of AK Dept of Corrections	Regional & Community Jail	631,276
State	State of AK Dept of Corrections	Regional & Community Jail	629,023
State	State of AK Dept of Revenue	Electric & Telephone Cooperative Tax	183,859
State	State of AK Dept of CCED	Community Revenue Sharing	121,496
State	State of AK Dept of Revenue	Cruise Ship Passenger Tax	107,570
State	State of AK Dept of Revenue	Raw Fish Tax	273,264
State	State of AK Dept of CCED	Shared Fisheries Tax	15,287
State	State of AK Dept of Education	School Bond Debt Reimbursement	1,549,900
<b>Total</b>			<b>3,511,675</b>

## Appendix F

### Grants by COV to external recipients

COV	CSO Grants	CSO program	629,750
COV	Beautification Grants	Admin by clerks	197,000
COV	Housing Incentive		570,000
COV	Land Development Incentive		1,872,100
COV	Child Care PWSC Cohort	Thread Child Care Grant	30,000
COV	Child Care StartUp Grant	Thread Child Care Grant	200,000
COV	Child Care Operating Grant	Thread Child Care Grant	TBD
<b>Total</b>			<b>3,498,850</b>



## Legislation Text

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**File #:** ORD 25-0004, **Version:** 1

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**ITEM TITLE:**

#25-04 - Amending Chapter 10.20 of the Valdez Municipal Code Titled Recreational Vehicle Parks and Tent Camping. Second Reading. POSTPONED 041525.

**SUBMITTED BY:** Jake Staser, City Attorney/ Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Approve Ordinance 25-04 in second reading for adoption.

**SUMMARY STATEMENT:**

Ordinance 25-04 is attached for review.

This ordinance amends, Chapter 10.20 of the Valdez Municipal Code relating Recreational Vehicle and Tent Camping. This section of code has not been updated since 1996. Ordinance 25-04 seeks to outline rules for limited camping and RV parking in areas not designated as RV Parks & Campgrounds under Title 17 and to clarify the process for issuing permits and designating areas. The ordinance brings alignment with the recently adopted Title 17, which now includes more detailed standards for RV Parks & Campgrounds.

In currently adopted code, Section 10.20.030 calls for a permit for RV Parking in designated areas of the city by permit from the City Manager's office. Although RV camping has become more and more popular in recent years, the permit program was not implemented until last summer. Due to concerns about RVs parked in areas that are not appropriate within the City, the Chief of Police/Assistant City Manager formed a committee of department heads to explore solutions to the issue. During the summer of 2024, under the recommendation of the group, City Administration began issuing permits for a handful of designated areas as a temporary solution.

The group, which also includes the Capital Facilities Director, Community Development Director, Parks & Rec Director, Public Works Director, City Clerk, City Attorney, and Lt. Kalin King has developed the draft ordinance.

**On 4/15/25, the Council voted to Postpone Ordinance 25-04 to the next regular meeting.**

CITY OF VALDEZ, ALASKA

ORDINANCE #25-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA AMENDING CHAPTER 10.20 OF THE VALDEZ MUNICIPAL  
CODE TITLED RECREATIONAL VEHICLE PARKS AND TENT  
CAMPGROUNDS

WHEREAS, it is the intent of the city to set reasonable standards for recreational vehicles and tent camping within the city in designated areas; and

WHEREAS, this ordinance brings alignment with Title 17 of the Valdez Municipal Code, which includes detailed standards for RV Parks & Campgrounds.

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

Section 1: Chapter 10.20 of the Valdez Municipal Code is hereby amended to read as follows:

**Chapter 10.20**

**RECREATIONAL VEHICLE PARKS AND TENT CAMPING CAMPGROUNDS**

Sections:

10.20.010	Purpose.
10.20.020	Definitions.
10.20.030	Use and parking of recreational vehicles outside of a recreational vehicle park
10.20.040	<del>Location.</del> <u>Tent camping prohibited—Exceptions.</u>
<del>10.20.050</del>	<del>Recreational vehicle park standards.</del>
10.20.060 <u>050</u>	Tent camping prohibited—Exceptions. <u>Penalties.</u>
<del>10.20.070</del>	<del>Other requirements for tent camping in public areas.</del>

**10.20.010 Purpose.**

The purpose of this chapter is to set reasonable standards for recreational vehicle parks and tent camping ~~campgrounds~~ within the city in locations other than established recreational vehicle parks and campgrounds permitted under Title 17 of this code. It is the intent of the city to assure that the public health, safety and welfare of the community is preserved and protected while not creating burdensome and unduly restrictive regulations that would deter recreational vehicle travelers and tent campers from visiting Valdez. (Ord. 96-09 § 1 (part))

## 10.20.020 Definitions.

As used in this chapter:

“Recreational vehicle” means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, or other temporary occupancy use, which either has its own motive power, or is mounted on or drawn by another vehicle. Examples include the basic entities are: travel trailer, camping trailer, truck camper, and motor home, and other similar vehicles.

“Recreational vehicle park or campground” means a lot or portion of a lot where ~~plot of land upon which~~ two or more recreational vehicles sites or tents are parked, camped, leased or rented for ~~located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters~~ occupancy for recreation or vacation purposes. A recreational vehicle park or campground may be improved or unimproved providing remote, rural or nonrural settings that may or may not include improvements and amenities such as water, showers, electricity, a dump station, cable television, internet service or similar services.

~~“Recreational vehicle site” means a plot of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle, at tent, or other individual camping unit on a temporary basis.~~

“Designated area” means any designated area of land owned or controlled by the City other than established recreational vehicle parks or campgrounds permitted under Title 17 identified by the City Manager as suitable for temporary recreational vehicle camping in compliance with this Chapter.

“Tent” means a portable, collapsible, enclosed shelter made of canvas or nylon, or comparable material, stretched and sustained by poles, which has been specifically designed and manufactured for temporary use for camping.

“Tent Camper” ~~“Tenter”~~ shall be defined as a person or party or persons camping in a tent or in the open.

~~“Tent campground” shall be defined as an area, lot or portion of a lot where two or more recreational vehicles are parked or camped for temporary occupancy. (Ord. 96-09 § 1 (part))~~

## 10.20.030 Use and parking of recreational vehicles outside of a recreational vehicle park.

A. No recreational vehicle may be parked and occupied on city streets or in areas where such prohibition is posted or otherwise prohibited by the code.

B. No recreational vehicles may be parked and occupied in city parking lots or ~~and on~~ other city controlled property ~~without~~ except in designated areas and after obtaining a permit for that purpose from the city manager or ~~his~~ their designee. A permit may be obtained by submitting an application in the form and manner prescribed by the City

Manager. The permits under this section shall not exceed three days, with the option for renewal at the discretion of the City Manager or their designee.

C. One recreational vehicles may be parked for temporary occupancy on a lot in residential zoning districts R1, R2, RR, and NMU for a period of no longer than thirty days. ~~all single-family residential zone districts~~ Such occupancy must be with the owner's permission and in compliance with applicable laws.

D. One recreational vehicle may be parked for temporary occupancy with water and sewer hookups on a lot in ~~all commercial-zoned~~ commercial zoning districts CB and G for a period of no longer than one hundred eighty days. Such occupancy must be with the owner's permission and in compliance with applicable laws.

~~E. Except as provided otherwise, it is a violation of this code for a person in charge of a premises within the city to permit or allow camping without a valid permit from the city and if required, a state of Alaska Public Accommodation Permit.~~

~~F.~~ E. Up to three recreational vehicles may be parked for overnight camping on property belonging to a local private club or lodge for a period of no longer than three days provided the following conditions are met:

1. Sufficient off-street parking remains for patrons of the establishment.
2. The recreational vehicles are fully self-contained.
3. The private club or lodge has granted permission for overnight parking; and
4. The owners of the recreational vehicles must be out-of-town members of the local private club or lodge.

F. Camping not in conformance with this Chapter may be permitted pursuant to Section 17.12.120 on thei code entitled Temporary Land Use Permits.

#### **~~10.20.040 — Location.~~**

~~Recreational vehicle parks are permitted in the public lands zoning district; are allowed as a conditional use in the commercial residential zoning district, the general commercial zoning district, and the light industrial zoning district. (Ord. 96-09 § 1 (part))~~

#### **~~10.20.050 — Recreational vehicle park standards.~~**

~~A. Standards Generally. Recreational vehicle parks shall meet the design and performance standards set forth herein as well as those mandated by state and local law. Such standards include but are not limited to those regulating wastewater disposal, drinking water and restrooms. The facilities must be in compliance with all building, plumbing, electrical, fire and other applicable codes.~~

~~B. Site Plan. The applicant shall provide a site plan drawn at a scale in which all of the requirements of this section are clearly shown. In addition, the following shall be shown:~~



~~1. Name of the recreational vehicle park or campground, ownership, name of developer, scale, north arrow, date, and location map showing the location of the park or campground;~~

~~2. Identification of each recreational vehicle site by number.~~

~~C. Separation Requirements. The following requirements shall apply to all buildings, structures and recreational vehicles within a park or campground.~~

~~1. Distance Between Structures and Recreational Vehicles. The minimum side-to-side spacing between recreational vehicles and/or other permitted buildings or structures and any subsequent additions thereto shall not be less than ten feet.~~

~~2. Site Width. Each recreational vehicle site shall not be less than ten feet plus the width of the recreational vehicle.~~

~~D. Design of Entrances and Exits. Entrances and exits shall be designed for safe and convenient movement of traffic into and out of the park, and to minimize hazards with traffic on adjacent streets. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. No object or material impediment to visibility shall be created, placed or maintained which obscures the view of an approaching driver in the right lane of the street. No entrance or exit shall be located nearer than thirty feet from any street intersection, or ten feet from the radius point, whichever is more.~~

~~E. Internal Streets. Streets shall be provided in the park or campground where necessary to furnish principal trafficways for safe and convenient access to all sites and to facilities for common use by park or campground occupants.~~

~~F. Street Alignment and Gradient. Street alignment and gradient shall be designed and constructed to ensure the safe movement of traffic, and to satisfactorily control surface water.~~

~~G. Street Surfacing. Streets shall consist of a sound all-weather driving surface consisting of gravel, cinders, asphalt or concrete.~~

~~H. Street Widths. Internal streets shall meet the following minimum size standards:~~

~~1. Twenty foot wide access road in front of or behind each site;~~

~~2. Street widths at access points where traffic enters or leaves the park, shall be of sufficient size to permit free movement from or to the stream of traffic on the adjacent public streets, and no parking shall be permitted which in any way interferes with such free movement.~~

~~I. Disposal of Sewage and Providing of Water. Disposal of wastewater and providing of drinking water shall comply with the Uniform Plumbing Code as adopted by the city. (Ord. 96-09 § 1 (part))~~

#### **10.20.060 040 Tent camping prohibited—Exceptions.**

No ~~tent~~ tenters campers shall camp in the city, except ~~tent~~ tenters campers who:

A. Camp in established recreational vehicle parks or campgrounds. ~~designated areas within the city;~~

~~B. Camp in tent campgrounds approved by the city as camping areas.~~

~~C. Camp not less than one-quarter mile from any roadway, or not less than one hundred yards from any public trail, unless posted “No Camping” or “No Trespassing”;~~

~~B.D.~~ Camp on private property with the permission of the owner, limited to no more than two tents for a period not to exceed thirty days. (Ord. 96-09 § 1 (part))

#### **10.20.050 Penalties.**

The penalty for violations of this chapter shall be as reflected in the fine schedule set forth in this section. Court appearance is optional upon citation for a violation of those sections of this chapter that appear in the fine schedule set out in Section 1.08.030 and as reflected in the fine schedule set forth in this section.

<u>Code Section</u>	<u>OFFENSE DESCRIPTION</u>	<u>Court Appearance</u>	<u>Penalty/Fine</u>
<u>10.20.030</u>	<u>Use and parking of recreational vehicles outside of a recreational vehicle park</u>	<u>Optional</u>	<u>\$300</u>
<u>10.20.040</u>	<u>Tent camping prohibited</u>	<u>Optional</u>	<u>\$150</u>

#### **~~10.20.070 Other requirements for tent camping in public areas.~~**

~~A. Tenters shall maintain and keep the tent area:~~

~~1. In a clean, orderly and sanitary condition at all times; and~~

~~2. Free of any hazard or condition which could affect the health and safety of the occupants or the general public; and~~

~~3. Free of refuse while camping and all refuse must be disposed of before leaving the camping area; and~~

~~4. Free of conditions which could tend to attract, harbor or breed insects, pests or wildlife.~~

~~B. The following shall not be permitted:~~

~~1. Tents that do not fall within the definition of “tent” as set forth in Section 10.20.020(D). Types of shelters or structures that are not permitted include, but are not limited to, those that are not portable or collapsible and those not made of canvas or nylon or comparable~~

~~material. Shelters or structures made of wood, cardboard, visqueen or porous materials are expressly prohibited.~~

~~2. Tenters are prohibited from bringing dogs into or keeping dogs in any tent campground posted off limits to dogs by order of the city manager. (Ord. 96-09 § 1 (part))~~

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 \_\_\_\_\_, 2025.

CITY OF VALDEZ, ALASKA

ATTEST:

\_\_\_\_\_  
Dennis Fleming, Mayor

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

First Reading:  
Second Reading:

APPROVED AS TO FORM:

Ayes:  
Noes:  
Absent:  
Abstain:

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



## Legislation Text

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**File #:** ORD 25-0006, **Version:** 1

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**ITEM TITLE:**

#25-06 - Amending 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, City Attorney

**FISCAL NOTES:**

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

**RECOMMENDATION:**

The City Attorney recommends adoption of Ordinance #25-06 to define the scope of appeals properly heard by the Board of Equalization.

**SUMMARY STATEMENT:**

Ordinance #25-06 amends Chapter 3.30 as follows:

- Clarifies the scope of property taxable thereunder.
- Defines the scope of appeals properly heard by the Board of Equalization.
- Establishes the requirement that an appeal to the Board of Equalization shall be a pre-requisite to any appeal to the superior court.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 25-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 3.30 ENTITLED OIL AND GAS EXPLORATION, PRODUCTION, PIPELINE TRANSPORTATION, AND SPILL PREVENTION AND RESPONSE PROPERTY TAX

WHEREAS, Chapter 3.30 was established through the adoption of Ordinance No. 24-16 on December 3, 2024; and

WHEREAS, the City desires to amend Chapter 3.30 to clarify the scope of property taxable thereunder; and

WHEREAS, the City desires to amend Chapter 3.30 as provided herein to define the scope of appeals properly heard by the Board of Equalization; and

WHEREAS, the City desires that the Board of Equalization hear appeals regarding both valuation and taxability for VMC 3.30 property; and

WHEREAS, an appeal to the Board of Equalization shall be a prerequisite to any appeal to the superior court.

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

Section 1. Chapter 3.30, Section 3.30.010 (A) is hereby amended to read as follows:

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 and determined taxable by the Department of Revenue 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.

Section 2. Chapter 3.30, Section 3.30.100, is hereby amended to read as follows:

3.30.100 Appeal.

An owner of taxable property receiving an assessment notice may appeal an assessment as provided in Chapter 3.12, Section 3.12.110. In addition to the grounds for appeal set forth in Chapter 3.12, the Board of Equalization shall hear appeals regarding the taxability of property subject to assessment and taxation under this Chapter. An appellant may file an appeal regarding the taxability of property subject to assessment and taxation under this Chapter by submitting a written appeal specifying: (1) the name of the property owner; (2) a description of the property; (3) grounds for appeal; and (4) supporting evidence. An appeal to and decision from the Board of Equalization is required prior to any appeal to the superior court.

Section 3. All other provisions of Chapter 3.30 remain unchanged.

Section 4. 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 \_\_\_\_\_, 2025.

CITY OF VALDEZ, ALASKA

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Austin Love, Mayor Pro-Tempore

ATTEST:

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Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

Adoption:

Yeas:

Noes:

Absent:

Abstaining:



## Legislation Text

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**File #:** RES 25-0018, **Version:** 1

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**ITEM TITLE:**

#25-18 - Recognizing Chief Bart Hinkle for his Many Years of Service and Dedication to the Citizens of Valdez

**SUBMITTED BY:** Rhea E. Cragun, Human Resources Director

**FISCAL NOTES:**

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

**RECOMMENDATION:**

[Click here to enter text.](#)

**SUMMARY STATEMENT:**

Chief Bart Hinkle will retire from the City effective May 1, 2025, with over 26 years of public service. This resolution recognizes Chief Bart Hinkle for his service and dedication to the citizens of Valdez.





CITY OF VALDEZ, ALASKA

RESOLUTION NO. 25-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, RECOGNIZING BART HINKLE FOR HIS MANY YEARS OF SERVICE AND DEDICATION TO THE CITIZENS OF VALDEZ

WHEREAS, Chief Bart Hinkle began his career with the City of Valdez, as a Police Officer on July 1, 1999; and

WHEREAS, Chief Hinkle has demonstrated exceptional dedication and leadership throughout his career earning promotions to Sergeant on January 1, 2006, 1<sup>st</sup> Sergeant on April 5, 2010, and Lieutenant on February 17, 2014; and

WHEREAS, Chief Hinkle served as Interim Police Chief from November 6, 2015, to February 1, 2016, when he was promoted permanently to the role of Police Chief; and

WHEREAS, alongside his duties as Police Chief, Chief Hinkle has served as Assistant City Manager since May 9, 2023, until March 28, 2025, when he accepted the assignment as Interim City Manager, further demonstrating his unwavering commitment to public service and leadership; and

WHEREAS, Chief Hinkle has received numerous accolades and letters of accommodation during his service with the City of Valdez, including the Croix de Negotiator Laurel, which he was awarded for maintaining the presence of composure while using alert talk-down techniques under extreme circumstances to prevent a suicide; and

WHEREAS, he also was honored with the Alaska Community Award of Excellence by the Alaska Municipal League for his service and dedication to the ALICE program (Alert, Lockdown, Inform, Counter, Evacuate); and

WHEREAS, Chief Hinkle has selflessly served the community in various capacities, including roles with Advocates for Victims of Violence, Valdez High School Basketball Assistant Coach, Valdez Youth Court Board of Directors, and City of Valdez Library Board; and

WHEREAS, Chief Hinkle has contributed to the broader Alaska community through his role as an Adjunct Instructor with UAA/PWSC, teaching “Introduction to Criminal Justice,” and through his service on the AMLJIA Police Professional Advisory Committee; and

WHEREAS, Chief Hinkle has been an invaluable asset to the City of Valdez, renowned for his compassion in dealing with constituents regardless of their circumstances, and for his unwavering dedication to seeking justice for the Valdez community; and

WHEREAS, Chief Hinkle has established the culture and has led the Valdez Police Department by exemplifying the department mission statement and values “to provide excellent service and protection through leadership and partnership with the community” while demonstrating integrity, professionalism, respect, and valor; and

WHEREAS, Chief Hinkle leaves behind a legacy of a safer, stronger, and more connected community; one built on respect, innovation, and the unwavering belief that public service, at its best, is about partnership, progress, and people.

NOW THEREFORE I, Dennis Fleming, Mayor of the City of Valdez, do hereby present Chief Bart Hinkle on his retirement this resolution and ask the citizens of Valdez to join the City Council and his fellow city employees in recognition of Chief Hinkle’s outstanding service to the community.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 29<sup>th</sup> day of April 2025.

CITY OF VALDEZ, ALASKA

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Dennis Fleming, Mayor

ATTEST:

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Sheri L. Piece, MMC, City Clerk



## Legislation Text

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**File #:** RES 25-0019, **Version:** 1

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**ITEM TITLE:**

#25-19 - Approval of Amendments to the City of Valdez Employee Personnel Regulations

**SUBMITTED BY:** Rhea Cragun, Human Resources Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Adopt amendments to City of Valdez Employee Personnel Regulations

**SUMMARY STATEMENT:**

Resolution 25-19 adopts the updated City of Valdez Employee Personnel Regulations.

The current Personnel Regulations were last approved 1-21-2025.

Since that time and as part of the ongoing review of policies with feedback from employees and staff, several recommended changes have been identified:

- **Section 7.3 Holidays:** Adding Juneteenth (June 19) as an annual holiday.
- **Section 7.6 - Family Medical Leave (FML):** Removing paragraph related to spouse sharing FMLA and AFLA hours.
- **9.2 Business Travel:** Modifying this section as part of a review and update of the City Business and Expense Policy for constancy and clarity.

These updated Personnel Regulations will replace the current Regulations previously adopted. A summary of changes is attached.

We are asking that these changes and updates to the City of Valdez Personnel Regulations be adopted and a new effective date assigned.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 25-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA,  
AMENDING THE CITY OF VALDEZ PERSONNEL REGULATIONS AND  
CREATING AN EFFECTIVE DATE

WHEREAS, Valdez Municipal Code Chapter 2.08 - City Manager, mandates that "The City Manager shall have the power, subject to council approval, to make or amend rules and regulations relating to...all of the employees of the city; except that no rule or regulation shall contravene the principles that the employment of city personnel shall be on the basis of merit and fitness..."; and

WHEREAS, Section 2.08.040 (B), titled Regulation of Personnel, mandates these rules and regulations to be on file and available for inspection in the offices of the City Clerk and shall also be available in pamphlet form entitled, City of Valdez-Personnel Regulations; and

WHEREAS, Resolution 25-02 adopted the most recent version of the Personnel Regulations in January 2025; and

WHEREAS, because of employee feedback and input from the employee relations team, and review by senior leadership, it is recommended that, to improve employee morale as well as recruitment and retention opportunities, updates be made to the Personnel Regulations sections 7.3 Holidays and 7.6 Family Leave; and

WHEREAS, updates for clarity are also needed in section 9.2 Business Travel.

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

Section 1. The City does hereby adopt the amended City of Valdez Personnel Regulations as attached.

Section 2. Resolution No. 25-02 and all previous versions of the City's Personnel Regulations are hereby rescinded.

Section 3. This Resolution is effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 29th day of April, 2025.

CITY OF VALDEZ ALASKA

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Dennis Flemming, Mayor

ATTEST:

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Elise Sorum-Birk, Deputy City Clerk

## **Personnel Regulations Change Recommendations and Summaries**

### **April 2025**

Periodic review of the Personnel Regulations and City policies is essential to maintain compliance with current laws, regulations, and best practices. Feedback from employees and recommendations for change is encouraged and reviewed as part of all policy reviews.

Based on employee feedback, ERT review, and ongoing internal policy reviews the following changes are recommended:

#### **1. Section 7.3 - Holiday**

- Adding Juneteenth (June 19)

Juneteenth was named a Federal Holiday on June 17, 2021, and a State of Alaska Holiday on June 27, 2024. This date has also been recognized by the City via proclamations since June 2021.

Adding this holiday increases the total Employee holidays to 13.5. This is consistent with the number of holidays offered by other municipalities and boroughs based on the most recent AML Salary and Benefit Survey (The reported median = 12 with 54% of organizations offering between 12-13.5).

#### **2. Section 7.6 - Family Medical Leave (FML)**

- Removal of paragraph requiring spouses to share leave hours under FMLA and AFLA

In response to employee feedback to this section we reviewed the section with legal and senior leadership. The review showed that, while the shared leave is legally allowed under both FMLA and AFLA the overlap was confusing and, in some cases, ambiguous.

It was also determined that removing the shared leave section would have a minimal impact to City operation and department services. Removing this shared requirement will help to improve employee morale, retention, and recruitment. This will make the leave fairer and more consistent regardless of marital status.

#### **Section 9.2 Business Travel**

- Simplifying and updating this section as it references the City Business Travel Policy.

The City Business Travel Policy gives more detail of the approval process. And includes examples including the one in this section (this removes the duplication).

## Employee Personnel Regulations Excerpts with updates:

### 7.3 Holidays

The City will grant holiday time off to eligible Employees. Eligible Employee classifications are Regular Full-Time, Regular Part-Time, and Regular Seasonal Employees. The following days will be recognized as a holiday with pay:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Seward's Day (last Monday in March)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Alaska Day (Oct. 18)
- Veterans' Day (Nov. 11)
- Thanksgiving and the day after Thanksgiving (Fourth Thursday and Friday of November)
- Christmas Eve-day ½ day and Christmas Day (Dec. 24 and 25)\*
- The City Manager may on occasion designate additional day(s) as holidays. This may include any day designated by public proclamation by the President of the United States or the Governor of the State of Alaska, as a special day of observance.

### 7.6 Family Medical Leave

The City complies with both the Alaska Family Leave Act (AFLA AS 39.20.500 – 38.20.550) and the Family Medical Leave Act of 1993 (FMLA Public Law 103-3). Notwithstanding the provisions set

forth below, Employees shall be entitled to leave as mandated by State or Federal law. Eligible Employees may request FMLA up to a maximum of 12 weeks within any 12-month period concurrently and for 18 weeks for up to a 24-month period according to State regulations...

~~.... Married Employee couples may be restricted to a combined total of 18 work weeks of leave within a 12-month period for childbirth, adoption, or placement of a foster child; or 18 work weeks of leave within a 24-month period to care for a child, spouse, or parent (in-law, step, or who stood in loco parentis) with a serious health condition. If additional time is needed a written request of not more than 14 calendar days should be submitted to the City Manager for approval.~~

## 9.2 Business Travel

Employee travel for official business outside the Valdez area must be properly authorized ~~by the City Manager~~ in advance in accordance with the City Business Travel and Expense policy. Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Employee travel may be authorized for official City purposes ~~by the City Manager in accordance to the City Business Travel Policy~~. The City will not compensate Employees for any non-essential costs. ~~For example, if a training session ends on a Wednesday and the Employee does not return to work until the following Monday, the Employee will not be compensated for time (other than necessary travel time) or the extra costs incurred on Thursday and Friday.~~



## Legislation Text

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**File #:** RES 25-0020, **Version:** 1

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**ITEM TITLE:**

#25-20 - Appointing the Judges and Clerks for the Regular Municipal Election to be Held on May 6, 2025, and Setting the Hourly Rate of Compensation

**SUBMITTED BY:** Elise Sorum-Birk, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

Approve Resolution 25-20

**SUMMARY STATEMENT:**

The appointment of judges and clerks and establishing their hourly rate of compensation for the regular municipal election must be established by resolution of the city council.



CITY OF VALDEZ, ALASKA

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, APPOINTING THE JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD MAY 6, 2025, AND SETTING THE HOURLY RATE OF COMPENSATION

WHEREAS, pursuant to the provisions of the Valdez City Code, the following are appointed as judges and clerks for the regular municipal election of May 6, 2025:

PRECINCT NO. 1

Judges

Rhonda Sambo, Chair  
Deb Moore

Clerk

Davette Stephens

PRECINCT NO. 2

Judges

Shannon Day, Chair  
Dorothy Moore  
Karen Mitchell

Clerk

Linda Guthrie

PRECINCT NO. 3

Judges

Ruth E. Knight, Chair  
Pete Carter  
Molly Walker

Clerk

Dorothy Taylor

Section 2: Pursuant to the provisions of the Valdez City Code, the following are appointed as judges and clerk on the Absentee and Questioned Ballot Counting Board for the regular municipal election of May 7, 2025:

Judges

Shannon Day, Chairperson  
Rhonda Sambo  
Ruth Knight

Clerk

Linda Guthrie

Section 3: The judges and clerks shall attend the Valdez polling places from 6:30 a.m. on May 6, 2025, after taking the oath required, and serve there until 8:00 p.m. Precinct chairs are authorized to adjust service hours with proper documentation.

Section 4: In the event any of the above election officials shall fail to take office for any reason, the vacancy shall be filled by the Valdez City Clerk as provided in the Alaska Statutes.

Resolution No. 25-20  
Page 2

Section 5: The judges and clerks appointed to the election board shall be compensated at the rate of \$21.00 per hour, to include election board training.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 29<sup>th</sup> day of April, 2025.

CITY OF VALDEZ, ALASKA

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Dennis Fleming, Mayor

ATTEST:

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Elise Sorum-Birk, Deputy City Clerk



## Legislation Text

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**File #:** RES 25-0021, **Version:** 1

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**ITEM TITLE:**

#25-21 - Amending the 2025 Budget by Appropriating \$4.2 Million of Excess Funds Carried Forward from 2024 to the Projects Planning Reserve in the Amount of \$3.5 Million and to the Nuisance Abatement Program in the Amount of \$750,000, and by Re-Allocating \$584,245.57 from Previously Approved Capital and Major Maintenance Projects

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$4.2MM

Unencumbered Balance: \$4.2MM

Funding Source: 2024 revenues received above budget and expenses under budget

**RECOMMENDATION:**

Approve Resolution 25-21.

**SUMMARY STATEMENT:**

Excess funds carried forward from the prior fiscal year include the sum of Expense Appropriations under-budget and Revenue Appropriations received over-budget. A full analysis of carryforward is attached.

This resolution reflects the established convention related to the Capital Projects Planning Reserve. Excess funds carried-forward from the prior fiscal year are placed in reserve annually until the Operating and Capital Budget process which is typically adopted by the first week of December.

Operational and Administrative Reserves are routinely scrutinized, and needs are assessed prior to the annual Projects Repurposing and Carryforward Resolution.

Projects team respectfully requests funding for one project outside of the full prioritization process in order to keep momentum on the City's CIP and Major Maintenance list:

- Nuisance Abatement Program
  - Scrap Barge Project      \$750,000

Parks and Recreation respectfully requests accelerated replacement of a skate park ramp damaged by a winter wind storm. An appropriation to Major Equipment has been deemed necessary for full transparency.

- Major Equipment Reserve

- Skate Park ramp \$45,000

CITY OF VALDEZ, ALASKA

RESOLUTION #25-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2025 BUDGET BY APPROPRIATING \$4.2 MILLION OF EXCESS FUNDS CARRIED FORWARD FROM 2024 TO THE PROJECTS PLANNING RESERVE IN THE AMOUNT OF \$3.5 MILLION AND TO THE NUISANCE ABATEMENT PROGRAM IN THE AMOUNT OF \$750,000, AND BY RE-ALLOCATING \$584,245.57 FROM PREVIOUSLY APPROPRIATED AND APPROVED CAPITAL AND MAJOR MAINTENANCE PROJECTS.

WHEREAS, Council has adopted a method of utilizing funds carried forward from the previous fiscal year to the Capital Projects Planning Reserve; and

WHEREAS, balances of the Capital Projects Planning Reserve account shall be available for projects prioritization and budgeting for the following fiscal year; and

WHEREAS, Council has provided direction to management regarding approved capital and major maintenance projects; 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 2025 City Budget is revised according to Attachment A of this resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 29<sup>th</sup> day of April, 2025.

City of Valdez, Alaska

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Dennis Fleming, Mayor

ATTEST:

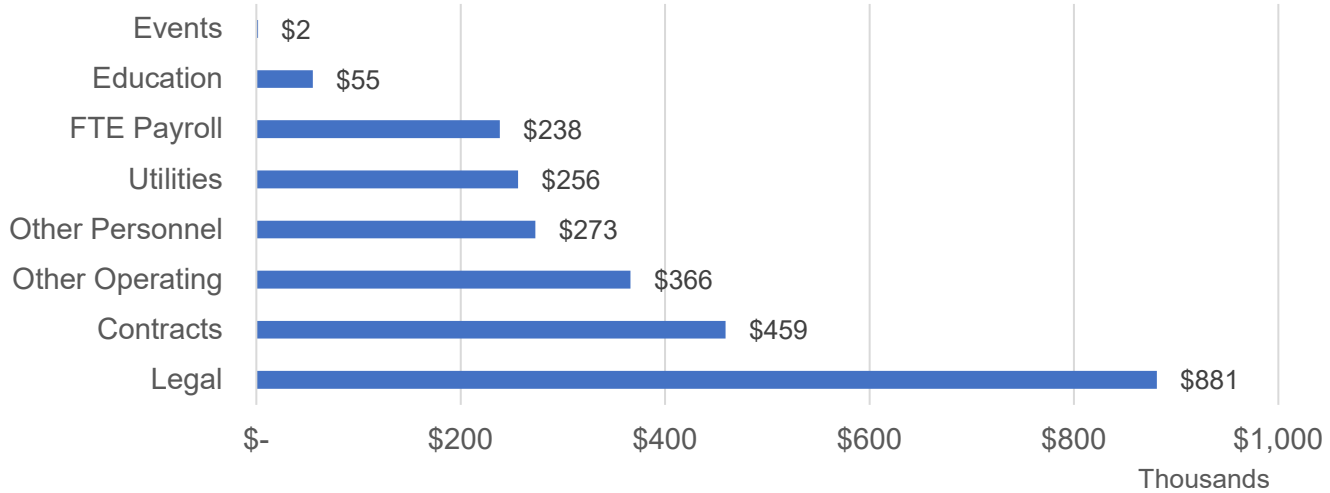
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Elise Sorum-Birk, Deputy City Clerk

GENERAL LEDGER	ACTIVITY CODE	GENERAL LEDGER CODE NAME	Balance	Target Balance	Add/ (Subtract)	Comments
<b>PROJECTS REPURPOSING (ADD,REDUCE, CLOSE)</b>						
310-1110-58000		STRE Pavement Mgt Ph II	144,810.99	-	(144,810.99)	Reduce
310-1115-58000		STRE Pavement Mgt PH III	(29,935.42)	-	29,935.42	Add
310-1118-58000		STRE Pavement Mgt Ph IV-V	2,615,514.65	2,730,390.22	114,875.57	Add
310-9516-58000		SCHO HERM Exterior Upgr Ph II	266,641.60	100,000.00	(166,641.60)	Reduce
350-0310-55000	1500	Contingency Reserve	143,537.60	309,042.91	165,505.31	Add
350-0310-55000	2006	POFI Radio Repeater Repa Upgr	591,228.46	641,228.46	50,000.00	Add
350-0310-55000	1707	Senior Center Upgrades	103,322.24	200,000.00	96,677.76	Add
350-0310-55000	1905	BUIL City Panic and ADA Upgr	25,000.00	-	(25,000.00)	Close
350-0310-55000	2101	WASE Robe River Booster Pump Replacement	10,000.00	-	(10,000.00)	Close
350-0310-55000	2103	BUIL CIVI Weatherization	90,660.21	-	(90,660.21)	Close
350-0310-55000	2105	BUIL LIBR Restroom Remodel	705.94	-	(705.94)	Close
350-0310-55000	2109	PARK Ruth Pond Dredge	50,000.00	-	(50,000.00)	Close
350-0310-55000	2201	SCH VHS Walk-in Cooler & Freezer Replacement	8,700.00	-	(8,700.00)	Close
350-0310-55000	2203	WASE Waterline Relocation Meals to Rich	20,554.77	-	(20,554.77)	Close
350-0310-55000	2208	HARB Fisherman's Dock Repairs	1,920.00	-	(1,920.00)	Close
350-0310-55000	2303	BUIL Roof Replacements VCT, LS, WH	100,000	150,000.00	50,000.00	Add
350-0750-55000	406	FLOOD GLAC Landfill Protection	65,252.06	-	(65,252.06)	Reduce
350-1100-55000		Road and Sidewalk repairs	17,748.49	50,000.00	32,251.51	Add
<b>OPERATIONAL AND ADMINISTRATIVE RESERVES</b>						
350-0400-58000		Major Equipment Reserve		45,000	45,000.00	Add - skate ramp replacement timeline accelerated, ramp damaged from wind
350-0600-55000		Nuisance Abatemnt Program		750,000.00	750,000.00	Add - Scrap Barge project
<b>PROJECTS PLANNING RESERVE</b>						
350-03119-58000		Projects Planning Reserve			3,491,773.99	Carryforward funds to Projects Planning Reserve
<b>TRANSFERS</b>						
350-0050-39100		Reserve Fund Transfer from General Fund			(4,241,773.99)	Carryforward from General Fund
001-0050-49140		General Fund Transfer to Reserve Fund			4,241,773.99	Carryforward to Reserve Fund
350-0050-39125		Reserve Fund Transfer from Capital Fund			(166,641.60)	Repurposed Funds from Capital Fund
310-0050-49140		Capital Fund Transfer to Reserve Fund			166,641.60	Repurposed Funds to Reserve Fund

## Carryforward Analysis

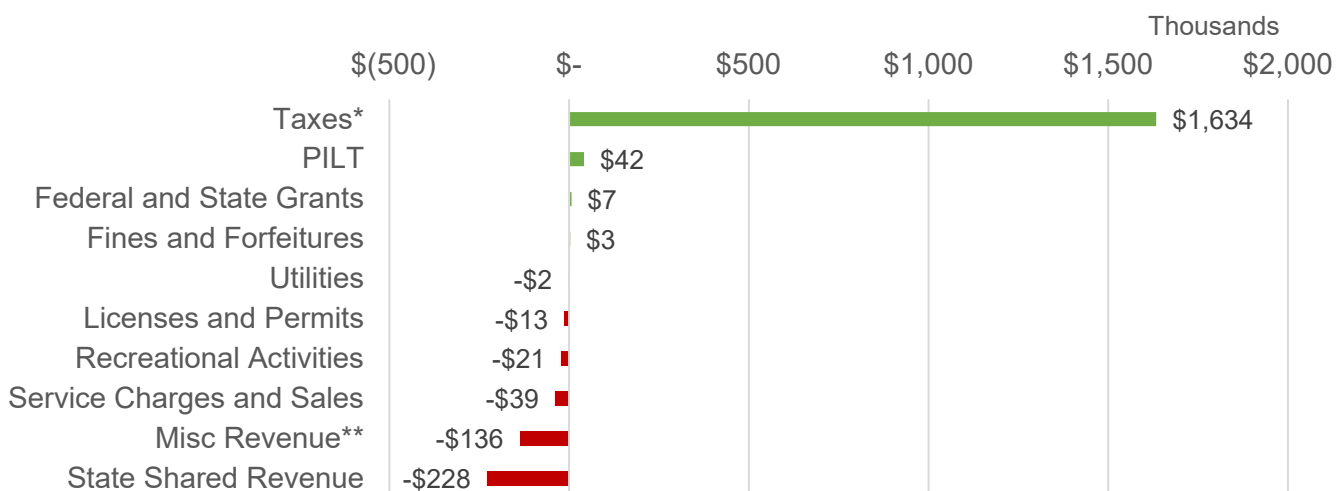
### Expenses Under-Budget by Category \$2.53MM



### Percent of Budget Unspent in 2024 by Department

Park Maintenance	14%	Building Maintenance	8%	Animal Control	2%
Solid Waste	13%	Emergency Management	7%	City Clerk	1%
Law	11%	Information Services	6%	Parks & Recreation	1%
Human Resources	10%	Streets/Shop	5%	Insurance	1%
Community Development	10%	Engineering	4%	Public Safety	1%
Library	9%	Fire/EMS	3%	Education	0%
City Council	9%	Finance	2%	Law Enforcement	0%
Civic Center	8%	Economic Development	2%	Administration	-1%

### Revenue Over-Budget \$1.71MM



**Total Carry Forward: \$4.24MM**

**\* Tax revenue Over-Budget due Oil and Gas Property**

**\*\* Misc Revenue does not include PERS or Lease Interest**



## Legislation Text

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**File #:** RES 25-0022, **Version:** 1

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**ITEM TITLE:**

#25-22 -Authorizing the Valdez City Manager to Apply for the 2025 Port Infrastructure Development Program (Pidp) Grant in an Amount Not To Exceed \$4,000,000

**SUBMITTED BY:** Jeremy Talbott, Ports and Harbors Director

**FISCAL NOTES:**

Expenditure Required: \$800,000.00

Unencumbered Balance: \$800.000.00

Funding Source: 350-0319-58000 Projects Planning Reserve

**RECOMMENDATION:**

Approve Resolution No. 25-22 authorizing the City Manager to apply for federal funding through the U.S. Department of Transportation's 2025 Port Infrastructure Development Program (PIDP) in an amount not to exceed \$4,000,000, to support design and planning for improvements at the John Thomas Kelsey Dock and Sea Otter Site, and to commit the required local match of 20%.

**SUMMARY STATEMENT:**

The U.S. Maritime Administration (MARAD) has released a Notice of Funding Opportunity for the 2025 PIDP grant cycle. This competitive federal grant program provides funding to improve the safety, efficiency, and reliability of port infrastructure and intermodal connections. Eligible activities include design and planning for infrastructure that supports goods movement, public port access, vessel operations, and economic development.

The City of Valdez intends to submit a grant application requesting up to \$4,000,000 to fund design and engineering work for improvements at two of its publicly owned marine facilities: the John Thomas Kelsey Dock and the Sea Otter Site.

These facilities are central to the City's long-term strategic plans and are identified as priority infrastructure in the Valdez Comprehensive Waterfront Master Plan, Valdez Strategic Economic Plan, Plan Valdez Comprehensive Plan, and aligns with City Council Priority number four *Economic & Workforce Development, Strengthening the local economy and job opportunities. The Council's 2024 initiatives focus on bolstering the maritime and outdoor recreation sectors, promoting tourism (including improving infrastructure to support visitors), and other business development strategies to diversify and grow Valdez's economy.*

The proposed PIDP-funded project will bring both sites to approximately 35% design completion



(shelf-ready) and will include:

- Expansion of berthing and upland capacity at the Kelsey Dock to accommodate larger vessels (cruise ships, Alaska State Ferries, icebreakers, Coast Guard cutters) and facilitate shared use with the Alaska Marine Highway ferry terminal.
- Development of the Sea Otter Site to create an alternative cargo staging and offloading site, improve marine support services, and relieve congestion in the inner harbor-especially during military operations or emergencies that restrict access to the Valdez Container Terminal.
- Upland planning for vessel maintenance, winter storage, and heavy-lift Travelift operations, improving the City's long-term ability to serve both commercial and government marine users.

The anticipated federal share is up to \$4,000,000. PIDP guidelines require a 20% minimum local match, though the City qualifies as a rural and small-port applicant, making it eligible to request a reduced match under federal guidelines. The City's match commitment may include a combination of cash, state or third-party partner contributions, and eligible in-kind services.

Staff will continue working with engineering consultants and stakeholders to finalize the total project cost and match amount prior to submission. Grant applications are due later this year and must include a formal resolution authorizing the City Manager to apply for and execute related documents.

Staff recommends adoption of Resolution No. 25-22 to authorize the application submittal and demonstrate the City's commitment to funding obligations. This grant represents a timely opportunity to invest in the future operational resilience of the Port of Valdez while supporting critical sectors such as tourism, cargo, fisheries, and national defense logistics.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE CITY MANAGER TO APPLY FOR FEDERAL FUNDING THROUGH THE 2025 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANT IN AN AMOUNT UP TO \$4,000,000 TO SUPPORT DESIGN AND PLANNING FOR THE JOHN THOMAS KELSEY DOCK AND SEA OTTER SITE, AND COMMITTING TO PROVIDE THE REQUIRED LOCAL MATCH

WHEREAS, the United States Department of Transportation, through the Maritime Administration (MARAD), has issued a Notice of Funding Opportunity for the 2025 Port Infrastructure Development Program (PIDP) to fund projects that improve the safety, efficiency, and reliability of the movement of goods through ports and intermodal connections; and

WHEREAS, the City of Valdez owns and operates the John Thomas Kelsey Dock and the Sea Otter site, both of which are identified as critical components of the City's marine infrastructure in the Valdez Comprehensive Waterfront Master Plan, Valdez Strategic Economic Plan, Plan Valdez Comprehensive Plan, and the 2024 Valdez City Council Priorities; and

WHEREAS, the proposed PIDP grant application will fund design and engineering work to bring both the Kelsey Dock and Sea Otter site up to a 35% design level (shelf-ready), including infrastructure improvements to accommodate larger vessels such as cruise ships, Coast Guard Fast Response Cutters, and icebreakers, and upland development for vessel maintenance, travelift operations, and winter vessel storage; and

WHEREAS, the Kelsey Dock site improvements will enhance coordination with the Alaska Marine Highway System Ferry Terminal to support joint use by larger vessels and serve as an alternative cargo handling facility during ammunition moves or emergency conditions when the Valdez Container Terminal is unavailable; and

WHEREAS, the Sea Otter site will be developed to improve year-round vessel support capacity, serve as an alternative cargo handling facility and strengthen the City's marine response readiness; and

WHEREAS, the City of Valdez is eligible to apply for PIDP grant funding as a small, rural coastal community and is requesting the full allowable amount of \$4,000,000 in federal assistance; and

WHEREAS, the City anticipates that PIDP program requirements may include a minimum local match of twenty percent of the total project cost, and the City commits to providing this match through a combination of local funds, state partner contributions, and eligible in-kind services, or such lesser match as may be authorized under rural or small port provisions of the PIDP program; and

WHEREAS, the PIDP grant program permits funding for design, environmental review, and planning activities as eligible uses consistent with the intended scope of the City's proposed project; and

WHEREAS, the City Council recognizes this project as a strategic and forward-looking investment in the future capacity, resilience, and economic development of the Port of Valdez, State of Alaska, and the United States of America;

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

Section 1. The City Council hereby authorizes the City Manager, or designee, to prepare, submit, and execute all documents necessary to apply for and accept a Port Infrastructure Development Program (PIDP) grant from the U.S. Department of Transportation in an amount not to exceed \$4,000,000.

Section 2. The City of Valdez affirms its commitment to provide the required local match for the project, whether in cash or eligible in-kind contributions, in accordance with PIDP requirements, and to seek consideration for a reduced local match as a rural, small-port applicant.

Section 3. The City Manager is further authorized to coordinate with engineering consultants, the State of Alaska, and other partners to finalize the scope and budget for the PIDP grant application and to take any administrative actions necessary to complete the application and support successful project implementation if awarded.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 29<sup>th</sup> day of April 2025.

CITY OF VALDEZ, ALASKA

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Dennis Fleming, Mayor

ATTEST:

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Elise Sorum-Birk, Deputy City Clerk



## Legislation Text

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**File #:** RES 25-0023, **Version:** 1

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**ITEM TITLE:**

#25-23 - Amending the 2025 City Budget by Transferring \$75,000 from Budget Variance Reserve to Finance Department Professional Fees and Services

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$75,000

Unencumbered Balance: \$425,123

Funding Source: 350-0350-55000, Budget Variance Reserve

**RECOMMENDATION:**

Approve Resolution 25-23.

**SUMMARY STATEMENT:**

This resolution re-allocates the amount needed for the Grant Administration Assessment contract.

The full scope of the assessment was unknown at the adoption of the 2025 City Budget as the timing of proposals received and formulation of department budgets did not align. This figure reflects a precise amount for the scope of work.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 25-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2025 CITY BUDGET BY TRANSFERRING \$75,000 FROM BUDGET VARIANCE RESERVE TO FINANCE DEPARTMENT PROFESSIONAL FEES AND SERVICES FOR GRANT ADMINISTRATION ASSESSMENT

WHEREAS, adopted budgets reflect best estimates of operating expenses; and

WHEREAS, after the 2025 Budget Adoption and pursuant to a Request for Qualifications staff sought to address grant administration and compliance scope growth across the organization; and

WHEREAS, staff received proposals to conduct a comprehensive gap analysis and provide staff training, and selected the best fit for the city; 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 2025 City Budget is revised as follows:

Section 1. Finance Department Professional Fees & Services, 001-5200-43200, is increased by \$75,000.

Section 2. Budget Variance Reserve, 350-0350-55000, is decreased by \$75,000.

Section 3. Transfer to General Fund, 350-0050-49100, is increased by \$75,000.

Section 4. Transfer from Reserve Fund, 001-0050-39140, is increased by \$75,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 29<sup>th</sup> day of April 2025.

City of Valdez, Alaska

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Dennis Fleming, Mayor

ATTEST:

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Elise Sorum-Birk, Deputy City Clerk



## Legislation Text

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**File #:** 25-0191, **Version:** 1

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**ITEM TITLE:**

Report: Issuance of Temporary Land Use Permit #25-03 for the Fat Mermaid Restaurant for 518 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision

**SUBMITTED BY:** Nicole Chase, Senior Planner

**FISCAL NOTES:**

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

**RECOMMENDATION:**

Receive and file.

**SUMMARY STATEMENT:**

The Fat Mermaid Restaurant applied for a temporary land use permit for seasonal outdoor seating adjacent to their restaurant at 143 North Harbor Drive. This is the seventh year they have pursued a permit of this type. Per the attached application, The Fat Mermaid requested use of a 518 square foot portion of public right-of-way for covered outdoor restaurant seating. The permit duration is May 1 - October 31, 2025.

When this permit was first processed in 2018, staff recommended compliance with the Americans with Disabilities Act (ADA) be a condition of the permit approval to allow all pedestrians an accessible route through the public right-of-way. There was debate at the time as to the required slope of the sidewalk for qualification as an accessible route as defined by the ADA. Through inspection of the site at the time, it was determined that the slope of the accent strip exceeded the 2% maximum slope mandated by the ADA, disqualifying it as an approved accessible route. As such, it was determined by staff that 36" distance of flat, clear sidewalk would need to be maintained to meet the ADA minimum clearance for accessible routes.

Per Ord. 24-01 VMC 17.12.120 (G) (1), "Criterion 1: Use of the property under the permit shall not constitute a nuisance, substantially interfere with the use and enjoyment of adjacent property, or adversely impact public access or city operations." The requirement to meet ADA compliance meets the intent of this provision.

In addition, per VMC 17.12.120 (G) (6) "Criterion 6: No permanent alteration of land shall occur." To satisfy this code requirement, all barricades for the permitted area are temporary and moveable, and

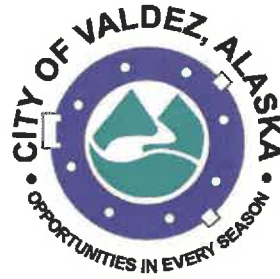
no modification to the sidewalk will occur.

Staff submitted the temporary land use permit application to the Police Department, Public Works, and Ports and Harbor for their comments and received no objection to the permit.

Pursuant to VMC 17.12.120 (F)(2), “Long-term permits may be approved by the Planning and Zoning Commission pursuant to Table 17.04.030.1. Long-term permit activities that reoccur on an annual basis may be renewed annually, with approval by the Planning Director, if the duration of the use exceeds one year, and may be renewed for a maximum of four years. After four years the reoccurring use must go through the full application and approval process. Minor changes to the original permit may be reviewed and approved by the Planning Director during the renewal process if the changes do not change the extent, intensity, or use approved in the original permit.”

Temporary land use permit 25-03 was administratively authorized under this provision since the Planning and Zoning Commission authorized this use under temporary land use permit 23-06, with the conditions that the Fat Mermaid comply with all ADA guidelines, make no permanent alteration to the area, and obtain a building permit and required inspections for the proposed awning structure. This is the second administrative renewal option under the original approval.

Fees for temporary land use permits of this type were established by City Council with Resolution #23-43 which states that “For temporary land use permits for areas that are less than two acres in size, the fee shall be a flat monthly rate of \$311.00, or a pro-rated daily rate of \$11 per day for those periods less than one month.” For the term requested the permit fee is \$1,866.00.



**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 25-03**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 27 day of March, 2025 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **THE FAT MERMAID**, (hereinafter referred to as "Permittee"), whose address is **P.O. Box 1999, Valdez AK 99686**.

W I T N E S S E T H:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

**518 square feet of Public Right of Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision (See Exhibit "A")**

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **1st day of May 2025 and continuing until the 31st day of October, 2025**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez. This is the second annual renewal for this reoccurring use authorized under VMC 17.04.120(F)(2).

3. Use. Permittee shall use the Property to erect an outdoor awning and restaurant seating, for the purpose of serving customers or patrons of Fat Mermaid Restaurant and for no other purpose whatsoever without the prior written consent of the City of Valdez. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.** This permit is subject to the conditions set forth in Exhibit B.



4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of three hundred fifty dollars (\$311.00) per month of occupancy plus a pro-rated daily rate of eleven dollars (\$11.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified no fewer than thirty (30) days prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City proof of insurance with a full policy including all endorsements prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement.

General Liability: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

Minimum limits:       \$1,000,000 Each Occurrence  
                              \$100,000 Damage to Rented Premises  
                              \$5,000 Medical Payments  
                              \$1,000,000 Personal & Adv Injury  
                              \$2,000,000 General Aggregate  
                              \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

Auto Liability (if applicable): Permittee shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

Minimum Limits:       \$1,000,000 Combined single limit each accident

The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: Permittee shall maintain Workers' Compensation and Employer's Liability Insurance.

- Minimum Limits:
1. Workers' compensation – statutory limit
  2. Employer's liability:
    - \$100,000 bodily injury for each accident
    - \$100,000 bodily injury by disease for each employee
    - \$500,000 bodily injury disease policy limit

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit including those set forth in Exhibit B;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts

in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: THE FAT MERMAID

Signed by:  
By: Kate Huber  
6D5C663D93G1E4C8...  
Kate Huber, Community Development Director

DocuSigned by:  
By: Martine Rinoza  
56AF63D8FFD740C  
Martine Rinoza, Authorized Representative

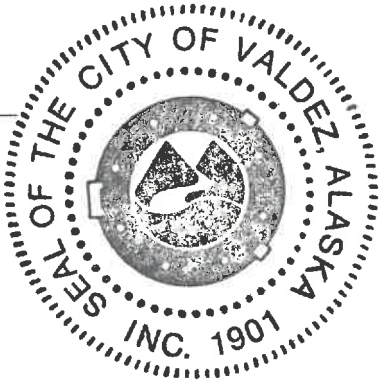
Date: 3/27/2025 | 1:30 PM AKDT

Date: 3/26/2025 | 1:16 PM PDT

Approved as to Form:  
BRENA, BELL & WALKER, P.C.  
Attorneys for the City of Valdez

By: Jon S. Wakeford

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



“Exhibit A”



**“EXHIBIT B”**

The additional conditions of this permit have been set forth and are detailed as follows:

1. The permittee shall maintain at least 36” of uninhibited access on the sidewalk between the Fat Mermaid and North Harbor Drive and Wrangell Avenue to comply with Federal handicap access requirements under the Americans with Disabilities Act (ADA). The permittee shall contact the Building Inspector for the Community Development Department to schedule an inspection following obtaining a building permit for the awning structure. The placement of the temporary awning structure under this permit should not violate ADA access requirements.





## Legislation Text

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**File #:** 25-0192, **Version:** 1

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**ITEM TITLE:**

Community Service Organization Grant Program; Progress Report

**SUBMITTED BY:** Jordan Nelson, Finance Director

**FISCAL NOTES:**

Expenditure Required: none

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

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

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Community Service Organization (CSO) Grant Program Progress Reports reflect a new process for 2025. Upon award of CSO Grants, applicants are required to submit biannual Progress Reports to the City. The report form is provided by the City and due in April & October.

All progress reports are forwarded as received.

The Valdez Preschool has rescinded their application due to receiving a THREAD funded Child Care Operating Stipend.

- City Council approved Valdez Preschool's \$30,000 CSO Grant but asked the applicant to apply for the THREAD child care grant for the same purpose, stating the distribution of funds through the CSO Grant was only to be used if the program created for distribution of the THREAD funds left them unqualified.





## Community Service Grant Program

# Progress Reports

For period ending 03/31/2025

Organization	Progress Report Submitted	2025 Appropriation	Page
Advocates for Victims of Violence	Y	\$45,000	2
Connections to Care	N	\$5,200	5
Copper River Basin Child Advocacy Center (CRBCAC)	Y	\$25,000	6
Emergency Assistance & Food Bank of Valdez	Y	\$60,000	9
Sound Wellness Alliance Network (SWAN)	Y	\$37,800	14
Valdez Adventure Alliance	Y	\$65,750	17
Valdez Arts Council	Y	\$20,000	20
Valdez Avalanche Center	Y	\$50,000	32
Valdez Senior Center Inc.	Y	\$266,000	39
Valdez Preschool	N - rescinded application	\$30,000	N/A
Valdez Torpedoes Swim Club	Y	\$25,000	42
<b>Total</b>		<b>\$629,750</b>	



Community Service Grant Program

## **Advocates for Victims of Violence**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	2025	Name:	Rowena Palomar
CSO Funding Amount:	-0-	Email:	<a href="mailto:executive@avvaldez.org">executive@avvaldez.org</a>
Reporting Period:	January 01-March 31, 2025	Title:	Executive Director
Today's Date:	April 7, 2025	Phone:	(907)835-2980

Advocates for Victims of Violence, Incorporated  
CSO Grant Recipient: \_\_\_\_\_

Youth Services Program  
CSO Funded Program: \_\_\_\_\_

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

Advocates for Victims of Violence has not requested advances or reimbursement from the City of Valdez for the first quarter of 2025 (January 1- March 31, 2025).



**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

During this reporting period, AVV served 12 children that stayed at the shelter for over a period of 11 weeks. AVV's Youth Services Coordinator provided safety planning with and action plans along with the non-offending parent that was stayed at the shelter. In addition, needs assessment from every child staying at the shelter was completed. Every child was met one-on-one advocacy on a daily basis. Children that were having difficulty with their homework were assisted by an advocate.

AVV continued to provide after school programs at Gilson Middle School on a weekly basis and at Hermon Hutchen Elementary school with at least 14 children every week.

AVV provided school presentation to all students at Valdez High School during the month of February for Teen Dating Violence Awareness Month. AVV staff presented the required curriculum by the Alaska Department of Education & Early Development on topics such as Bree's Law, Erin's Law, Consent, different types of victimization and resources. AVV also presented the "I Respect Pledge" both at VHS and GMS.

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

During this reporting period the challenge AVV had was staffing. Our Youth Services Coordinator has to go back home for family emergency and came back on a later date as expected.

In order for the programs to be going without disruption, AVV's Executive Director and Prevention Coordinator stepped in to do the programs at the shelter and at the school.





Community Service Grant Program

## **Connections to Care**



Community Service Grant Program

## **Copper Basin Child Advocacy Center (CRBCAC)**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	<u>2025</u>	Name:	<u>Gina Hoke</u>
CSO Funding Amount:	<u>\$25,000</u>	Email:	<u>director@crbcac.</u>
Reporting Period:	<u>1</u>	Title:	<u>Executive Director</u>
Today's Date:	<u>April 15, 2025</u>	Phone:	<u>907-822-3733</u>

CSO Grant Recipient: Copper River Basin Child Advocacy Center

CSO Funded Program: Valdez Child Advocacy Center

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

### Contractual Services:

- a. Dues/Memberships: \$500
- b. Contractual services:
- c. Professional Fees/Services: \$5,500
- d. Other/Accreditation Application fees:

### Commodities:

- a. Office supplies:
- b. Operating supplies: \$185
- c. Parts & supplies - equipment: \$1,200

### Other Charges/Expenses:

- a. Insurance: \$3,500
- b. Training: \$ 1,700





**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

The Child Advocacy Center (CAC) continues its work during this reporting period, with kids/families affected by child abuse in the Valdez region, serving 16 kids and their families. The CAC also worked with schools on providing prevention/outreach programs and presentations about the CAC and the supports/resources available in the community, which served about 70 students and several school district personnel.

The CAC continues to make progress in outcomes and goals. During this reporting period, we provided forensic services, i.e. child forensic interviews, child abuse/forensic medical exams, advocacy/support throughout the life of the case (which has been more than a year for some cases). The CAC also provided mental health referrals to clinicians with evidence-based practice, coordination of the multi-disciplinary team (MDT) response, including court proceedings and preparation with the district attorney's office (DAO) and other local victim service providers. Our MDT also worked with the office of juvenile justice (DJJ) to ensure team collaboration on some cases where families are involved. "It takes a village to raise a child".

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

Some barriers and continued challenges are turnover in staffing with local and state agencies. This sometimes affects our coordinated response to child abuse, especially if those services are not local and are itinerary. The MDT has to be more diligent with training and communication on how/when to respond to and refer cases of alleged maltreatment to the CAC, in order to have an effective coordinated response and continued wrap around services. The MDT supervisory staff have worked together to resolve matters that seemed to be more complicated, in an effort to prevent future barriers.







Community Service Grant Program

## **Emergency Assistance and Food Bank of Valdez**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	<u>2025</u>	Name:	<u>Michelle Chase</u>
CSO Funding Amount:	<u>60,000</u>	Email:	<u><small>emergencyfoodvaldez@gmail.com</small></u>
Reporting Period:	<u>Jan-Mar 2025</u>	Title:	<u>Board President</u>
Today's Date:	<u>4/17/25</u>	Phone:	<u>907-835-3663</u>

CSO Grant Recipient: Valdez Food Bank

CSO Funded Program: Valdez Food Bank operations

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

See the attached expense report for Jan-Mar 2025 which shows \$8453 expended for food purchases and details catagories for Emergency Assistance programs.

We have been recieving shipments of food from the temporary state-funded Food Pantry Relief Program at no cost to us. We have recieved 3 large shipments, which has helped keep our shelves stocked along with the federal TEFAP program and helped keep our expenditures down during this quarter.





**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

Individuals were served by Food Bank biweekly distribution 1235 times in the first quarter of 2025.

Emergency Assistance was \$6358 for that time frame. A few requests are pending and have not yet completed the approval and payment process.

267 volunteer hours have been contributed during this quarter.

2530 lbs of food has been donated by the community. Currently our biggest donors are Safeway and Wilson Brothers Distributing.

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

Moving and storing stock is a continual challenge. We are working to improve our building and storage capacity with a remodel and renovation project underway this spring and summer. Funded by a state Infrastructure Grant through the Food Bank of Alaska, we will be replacing the roof, adding new flooring and widening doorways to make moving stock easier. We also plan to build a storage shed that will help us take advantage of the free food programs when they are available.



# Statement of Activity

## Emergency Assistance and Food Bank of Valdez

January-March, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
43400 Direct Public Support	\$1,529.00
43420 Organizations Contributions	1,750.00
43450 Individual, Business Contributions	275.00
<b>Total for 43400 Direct Public Support</b>	<b>\$3,554.00</b>
44800 Indirect Public Support	\$55,500.00
44810 Affiliated Org. Contributions	339.50
44820 United Way, CFC Contributions	21,761.75
<b>Total for 44800 Indirect Public Support</b>	<b>\$77,601.25</b>
46400 Other Income	0
46499 Interest Income	24.18
<b>Total for 46400 Other Income</b>	<b>\$24.18</b>
<b>Total for Income</b>	<b>\$81,179.43</b>
Cost of Goods Sold	
<b>Gross Profit</b>	<b>\$81,179.43</b>
Expenses	
60900 General and Administrative	0
60905 Telephone, Telecommunications	455.58
60906 Office and Operations Supplies	381.29
60910 Bank Charges	53.97
<b>Total for 60900 General and Administrative</b>	<b>\$890.84</b>
62100 Contract Services	0
62110 Accounting Fees	1,787.41
<b>Total for 62100 Contract Services</b>	<b>\$1,787.41</b>
62800 Facilities and Equipment	0
62830 Repairs and Maintenance	362.99
62860 Building Materials	99.99
<b>Total for 62800 Facilities and Equipment</b>	<b>\$462.98</b>
62900 Utilites	0
62901 Electricity	5,030.86
62902 Water and Sewer	69.36
62903 Propane	776.94
<b>Total for 62900 Utilites</b>	<b>\$5,877.16</b>
63001 Emergency Assistance	0
63010 Electrcity Assistance	1,000.00
63020 Heating Assistance	-66.97
63060 Rent Assistance	5,963.44
63065 Rent Deposit Assistance	-538.43
<b>Total for 63001 Emergency Assistance</b>	<b>\$6,358.04</b>

# Statement of Activity

## Emergency Assistance and Food Bank of Valdez

January-March, 2025

DISTRIBUTION ACCOUNT	TOTAL
64000 Food Assistance	0
64010 Food Purchases	8,453.35
<b>Total for 64000 Food Assistance</b>	<b>\$8,453.35</b>
Rx Assistance	898.46
<b>Total for Expenses</b>	<b>\$24,728.24</b>
<b>Net Operating Income</b>	<b>\$56,451.19</b>
Other Income	
Other Expenses	
Other Miscellaneous Expenditure	
<b>Total for Other Expenses</b>	<b>0</b>
<b>Net Other Income</b>	<b>0</b>
<b>Net Income</b>	<b>\$56,451.19</b>



Community Service Grant Program

## **Sound Wellness Alliance Network (SWAN)**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	2025	Name:	Allie Steed
CSO Funding Amount:	\$37,800	Email:	<a href="mailto:info@swanalaska.org">info@swanalaska.org</a>
Reporting Period:	Period 1	Title:	Executive Director
Today's Date:	4/14/25	Phone:	469-515-2178

CSO Grant Recipient: Sound Wellness Alliance Network (SWAN)

CSO Funded Program: Sound Wellness Alliance Network

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

SWAN has not invoiced the City of Valdez for 2025, as the majority of large items occur later in the year. We used the 2024 funds to fund the Ski for Free program (\$5,000), payments for the SWAN Wellness Symposium (\$10,020), the Valdez Winter Wellness Challenge (\$3,000), Power Hour (\$1,605), bookkeeping and accounting services (\$6,700.34), training (\$3,000), community events such as the gingerbread house decorating competition (\$310) and payroll (\$8,164.66).



**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

SWAN has had an incredibly successful Reporting Period 1! Our eight-week wellness challenge, the Valdez Winter Wellness Challenge had 112 participants sign up and had a sixty percent response rate until the end of the challenge. We hosted a showing of "Resilience", with twelve attendees to watch the film and discussion panel. We had 72 people attend our third annual SWAN Talks. Power Hour has had 171 users, and our first sober dance party, The Snowcat Boogie had approximately 80 attendees - attendance was harder to keep track as no one signed in so we counted heads. We have partnered with Sound Mental Health to help bring mental health workshops to the community. We are looking forward to getting number from PWSC for the Ski for Free program and our second sober safe dance party.

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

One of the challenges SWAN faces is the increased ask for community involvement. Organizations have invited us to participate in a variety of community activities and events, like the Ice Climbing Festival, the Disc Golf Course, and the Renaissance Faire. We are currently evaluating these opportunities to ensure they align with our mission and organizational goals.

We also recognize that competition for funding may increase if federal support continues to decline. In anticipation of this, we are exploring additional revenue streams to ensure we can continue offering wellness programs without cost being a barrier. While this is not an immediate challenge, it remains an ongoing discussion at board meetings, where Allie regularly shares updates on alternative funding sources she has identified.







Community Service Grant Program

## **Valdez Adventure Alliance**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	<u>2025</u>	Name:	<u>Lanette Oliver</u>
CSO Funding Amount:	<u>\$65,750</u>	Email:	<u><a href="mailto:Lanette@valdezadventure.com">Lanette@valdezadventure.com</a></u>
Reporting Period:	<u>1st to March 31, 2025</u>	Title:	<u>Executive Director</u>
Today's Date:	<u>4/10/2025</u>	Phone:	<u>972-835-6039</u>

CSO Grant Recipient: Valdez Adventure Alliance

CSO Funded Program: \$9,500 on Worthington; \$56,250

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

### Worthington

5040 Supplies \$660.21 (fee/visitor tracking envelopes)

### SBT

5040 Supplies \$338.95 (\$41.90 copies and postage for grants applications; \$297.05 for trailhead signage)

5070 Insurance \$1,335.00





**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

The Executive Director spent many hours:

1. Working with VCVB and COV P&R to get updated and accurate names and descriptions of the Gold Beach Trail, Gold Creek Trail, and Shoup Bay Trail sections of the full 10 mile trail in the Visitor Guide and on the VCVB and P&R website. This is important because the terrain, biodiversity and other viewings, bear and other safety, maintenance and other current conditions, varies greatly in the sections. Visitors and locals need to have this information to make informed decisions that is best for their interests, time available, skill levels, and safety. Each summer we give the visitor guides, and go over this information verbally, with approximately 20,000 visitors when they come through Worthington Visitor Center. VCVB website gets approximately 5,000 hits looking for the information. I don't know how many hits P&R gets. VAA website and phone calls are about it are about 100 a year, fairly evenly split between visitors and locals.

2. Completing and filing Recreational Trails Program Interim Report #2 for work 

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

The Executive Director spent many hours attempting to communicate with state in hopes of negotiating some form of contractor payment, or at least some reimbursement for expenses, at Worthington, but nothing could be worked out. We have a plan that will enable us to continue providing reduced (2-3 days a week instead of 7 days a week) on-site services, but limited or no cutting, etc. through 2025.

The Executive Director spent many hours completing and submitting a Rasmuson Foundation grant and follow-up interviews. Unfortunately, that was not funded. We plan to submit for other grants for 2026. We will implement the CSO and RTP grants in 2025.

We are losing one board member, and several volunteers and employees this year. We have recruited a new board member. We have scheduled for both of the local job fairs to recruit employees for trail work. We will recruit volunteers year-round at Outreach booths at community events.





Community Service Grant Program

## **Valdez Arts Council**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	<u>2025</u>	Name:	<u>Mo Radotich</u>
CSO Funding Amount:	<u>20,000</u>	Email:	<u><a href="mailto:valdezartscouncil@gmail.com">valdezartscouncil@gmail.com</a></u>
Reporting Period:	<u>2, 2024</u>	Title:	<u>President</u>
Today's Date:	<u>4.5.25</u>	Phone:	<u>9072557059</u>

CSO Grant Recipient: Valdez Arts Council

CSO Funded Program: VAC Season

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

We will report on Period 2 of 2024 because our fiscal year is July 1 to June 30.

We supported 6 shows from September to December 2024. One was a membership drive, one was supporting publicity for the Fairbanks Symphony. The Community Christmas Show has no ticket fee. The TBA had discounted tickets so less income but high contact with attendees at the show and at the outreach at the school.

I'll attach a summary of the shows, as well as the detailed per show worksheet.





**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

Our mission is to provide diverse educational and cultural opportunities to the residents of Valdez and the surrounding communities, to enrich the quality of life, and to foster appreciation for the arts.

Victories:

We reached 894 people with our five shows and outreach.

We partnered with the Fairbanks Symphony to publicize their show. We did not request any reimbursement from them, nor do we have information on attendance. It was an amazing experience for our community to be able to attend a 40 piece orchestra performance with a low investment locally!

The Parlor in the Round performance incorporated a local Valdez citizen to perform with two other professional performers and was a locally appreciated fun show.

TBA has been a strong provider of the arts to Valdez with their summer theater camps and involvement with the PWSC Theatre Conference, we were so fortunate they were willing to come to Valdez in the winter and share their show about Laura Ingalls Wilder and Christmas Songs history

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

Our goal is to increase membership. Our membership fees are low, and we think if we can engage more people to become members, we can recruit more volunteers. If we increase volunteers, we hope to have more assistance to keep this organization running. We are an all-volunteer group doing all the scheduling, planning and communications to bring these performers to town, this would be at least a part-time 20 hour per week job if we had to pay for the work done. Our future is dependent on getting enough volunteers to get all the work done.

We did obtain some additional memberships from the event in September, but not as much as we would have liked. I think there are financial challenges in the community for both business and member support. We will continue to try new ways to promote our membership program to get more people to help with the behind the scenes tasks and donations.

Please let me know if you have any questions and thanks for your support.



Valdez Arts Council  
 Summary Report for City of Valdez Due April 15

	Jon Shain Membership drive	Nordic Fiddlers Bloc	Fairbanks Symphony Publicity	Parlor in the Round	Community Christmas Show	Twice Upon a Christmas TBA	Totals
Income	\$ -	\$ 2,160	\$ -	\$ 2,210	\$ -	\$ 740	\$ 5,110
Expense	\$ 1,315	\$ 8,360	\$ 674	\$ 7,552	\$ 1,493	\$ 3,726	\$ 23,120
	\$ (1,315)	\$ (6,200)	\$ (674)	\$ (5,342)	\$ (1,493)	\$ (2,986)	\$ (18,010)
Attendance	25	132	unknown	119	300	131	707
Outreach						187	187
							<b>894</b> people reached

2024-2025 Fiscal Year	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	GRAND TOTALS			
INCOME:	Jon Shain	Nordic Fiddler's Bloc	Fairbanks Symphony Orchestra	Parlor in the Round	Christmas Show	Twice Upon a Christmas	International Guitar Night 2025	Marie Ni Chathasaigh & Chris Newman	Sean Dagher	Sean Carscadden Trio				
Performance Income		\$2,160.00		\$2,210.00		\$740.00	\$2,110.00	\$845.00			\$8,065.00			
Reimbursements											\$0.00			
<b>TOTAL INCOME:</b>	<b>\$0.00</b>	<b>\$2,160.00</b>	<b>\$0.00</b>	<b>\$2,210.00</b>	<b>\$0.00</b>	<b>\$740.00</b>	<b>\$2,110.00</b>	<b>\$845.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,065.00</b>			
<b>EXPENSES:</b>														
Bank Service Charge		\$46.08		\$46.02		\$39.90	\$68.39	\$26.84			\$227.23			
Catering/Food for Audience	\$15.40										\$15.40			
Civic Center Room Rental		\$509.00		\$576.75	\$860.00	\$287.00	\$362.00				\$2,594.75			
Civic Center Sound Package											\$0.00			
Decorations											\$0.00			
Equipment Rental											\$0.00			
General Advertising											\$0.00		Trifold	
Housing/Food for Performers		\$847.23		\$644.71		\$898.37	\$186.03	\$79.89			\$2,656.23			
Other Program Expenses		\$125.00					\$125.00	\$125.00	\$125.00		\$500.00	\$500.00	CWA Fees	
Performer Fees	\$1,300.00	\$3,850.00		\$5,000.00		\$3,000.00					\$13,150.00		Total Performer fees	
Taxes on International Performers		\$1,650.00					\$450.00				\$2,100.00			
Piano Tuning											\$0.00			
Flyers/Banners/Table Toppers		\$457.00		\$408.50	\$232.50		\$408.50	\$408.50			\$1,915.00			
Newspaper Ads		\$201.60		\$201.60		\$56.00	\$100.80				\$560.00			
Printing											\$0.00			
Radio		\$660.00	\$660.00	\$660.00	\$386.00	\$170.00	\$660.00				\$3,196.00			
Signage											\$0.00			
Web Page/Tickets/Programs		\$14.37	\$14.37	\$14.37	\$14.37	\$14.37	\$14.37	\$14.37	\$14.37	\$14.37	\$129.33	\$129.32	Web Expense	
Transportation for Performers											\$0.00			
<b>TOTAL EXPENSES:</b>	<b>\$1,315.40</b>	<b>\$8,360.28</b>	<b>\$674.37</b>	<b>\$7,551.95</b>	<b>\$1,492.87</b>	<b>\$4,465.64</b>	<b>\$2,375.09</b>	<b>\$654.60</b>	<b>\$139.37</b>	<b>\$14.37</b>	<b>\$27,043.94</b>			
<b>PROFIT/LOSS:</b>	<b>-\$1,315.40</b>	<b>-\$6,200.28</b>	<b>-\$674.37</b>	<b>-\$5,341.95</b>	<b>-\$1,492.87</b>	<b>-\$3,725.64</b>	<b>-\$265.09</b>	<b>\$190.40</b>	<b>-\$139.37</b>	<b>-\$14.37</b>	<b>-\$18,978.94</b>			



# Year to Date Financial Reports

Valdez Arts Council, Inc.

For the period ended March 31, 2025



Prepared by

**Karen Cline**

Prepared on

**March 31, 2025**

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# Profit and Loss Statement

July 2024 - March 2025

	Total
<b>REVENUE</b>	
Direct Public Contributions	
Individ, Business Contributions	3,250.00
<b>Total Direct Public Contributions</b>	<b>3,250.00</b>
Direct Public Grants	
Local Government Grants	20,000.00
Nonprofit Organization Grants	8,090.00
<b>Total Direct Public Grants</b>	<b>28,090.00</b>
Interest Income	1,385.03
Membership Income	2,265.00
Misc Income	87.37
Performance Income	8,065.00
Sponsorship Income	975.00
<b>Total Revenue</b>	<b>44,117.40</b>
<b>GROSS PROFIT</b>	<b>44,117.40</b>
<b>EXPENDITURES</b>	
Contract Services	
Accounting Fees	760.00
Bookkeeping Fees	1,222.50
<b>Total Contract Services</b>	<b>1,982.50</b>
General & Admin.	
Bank Service Charges	239.04
Insurance	1,502.00
Office Expenses	
Postage	84.00
Rent	450.00
<b>Total Office Expenses</b>	<b>534.00</b>
<b>Total General &amp; Admin.</b>	<b>2,275.04</b>
Program Expense	
Catering/food for audience	15.40
Civic Center	
Room Rental	2,594.75
<b>Total Civic Center</b>	<b>2,594.75</b>
General Advertising	67.50
Housing/Food	2,656.23
Performer	13,150.00
Taxes - International Peformers	2,100.00
<b>Total Performer</b>	<b>15,250.00</b>
Program Advertising	

	<b>Total</b>
Flyers/Banner/Table Toppers	1,915.00
Newspaper Ads	560.00
Radio	3,196.00
<b>Total Program Advertising</b>	<b>5,671.00</b>
<b>Total Program Expense</b>	<b>26,254.88</b>
<b>Total Expenditures</b>	<b>30,512.42</b>
<b>NET OPERATING REVENUE</b>	<b>13,604.98</b>
<b>NET REVENUE</b>	<b>\$13,604.98</b>

# Profit and Loss Year to Date Comparison

July 2024 - March 2025

		Total
	Jul 2024 - Mar 2025	Jul 2023 - Mar 2024 (PP)
<b>REVENUE</b>		
Direct Public Contributions		
Individ, Business Contributions	3,250.00	3,250.00
<b>Total Direct Public Contributions</b>	<b>3,250.00</b>	<b>3,250.00</b>
Direct Public Grants		
Local Government Grants	20,000.00	20,000.00
Nonprofit Organization Grants	8,090.00	13,750.00
<b>Total Direct Public Grants</b>	<b>28,090.00</b>	<b>33,750.00</b>
Interest Income	1,385.03	396.42
Membership Income	2,265.00	2,100.00
Misc Income	87.37	
Performance Income	8,065.00	6,729.00
Refund/Cancelled Show		81.03
Sponsorship Income	975.00	3,349.00
<b>Total Revenue</b>	<b>44,117.40</b>	<b>49,655.45</b>
<b>GROSS PROFIT</b>	<b>44,117.40</b>	<b>49,655.45</b>
<b>EXPENDITURES</b>		
Contract Services		
Accounting Fees	760.00	740.00
Bookkeeping Fees	1,222.50	986.09
<b>Total Contract Services</b>	<b>1,982.50</b>	<b>1,726.09</b>
General & Admin.		
Bank Service Charges	239.04	157.60
Insurance	1,502.00	1,532.00
Licenses		100.00
Office Expenses		
Postage	84.00	82.00
Rent	450.00	450.00
<b>Total Office Expenses</b>	<b>534.00</b>	<b>532.00</b>
<b>Total General &amp; Admin.</b>	<b>2,275.04</b>	<b>2,321.60</b>
Program Expense		
Catering/food for audience	15.40	390.67
Civic Center		
Room Rental	2,594.75	3,964.19
<b>Total Civic Center</b>	<b>2,594.75</b>	<b>3,964.19</b>
General Advertising	67.50	
Housing/Food	2,656.23	1,507.79
Performer	13,150.00	15,600.00

	Total	
	Jul 2024 - Mar 2025	Jul 2023 - Mar 2024 (PP)
Taxes - International Peformers	2,100.00	1,200.00
<b>Total Performer</b>	<b>15,250.00</b>	<b>16,800.00</b>
Program Advertising		
Flyers/Banner/Table Toppers	1,915.00	2,200.50
Newspaper Ads	560.00	921.60
Radio	3,196.00	4,284.00
<b>Total Program Advertising</b>	<b>5,671.00</b>	<b>7,406.10</b>
<b>Total Program Expense</b>	<b>26,254.88</b>	<b>30,068.75</b>
<b>Total Expenditures</b>	<b>30,512.42</b>	<b>34,116.44</b>
NET OPERATING REVENUE	13,604.98	15,539.01
NET REVENUE	\$13,604.98	\$15,539.01

# Balance Sheet

As of March 31, 2025

		Total
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Bank Accounts</b>		
Cashbox Bank		200.00
Certificate of Deposit - 1261		19,446.40
Operating Expenses # 16102790		33,935.89
The Arts Council 2734		16,682.62
<b>Total Bank Accounts</b>		<b>70,264.91</b>
<b>Total Current Assets</b>		<b>70,264.91</b>
<b>Fixed Assets</b>		
PA System with Case		1,523.98
Depreciation		-457.00
<b>Total PA System with Case</b>		<b>1,066.98</b>
<b>Total Fixed Assets</b>		<b>1,066.98</b>
<b>TOTAL ASSETS</b>		<b>\$71,331.89</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Liabilities</b>		
<b>Total Liabilities</b>		
<b>Equity</b>		
Retained Earnings		57,726.91
Net Revenue		13,604.98
<b>Total Equity</b>		<b>71,331.89</b>
<b>TOTAL LIABILITIES AND EQUITY</b>		<b>\$71,331.89</b>



Community Service Grant Program



## **Valdez Avalanche Center**






## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	<u>2025</u>	Name:	<u>Kim Stinson</u>
CSO Funding Amount:	<u>\$50,000</u>	Email:	<u><a href="mailto:kim@alaskasnow.com">kim@alaskasnow</a></u> 
Reporting Period:	<u>Period 1</u>	Title:	<u>Executive Director</u> 
Today's Date:	<u>April 8, 2025</u>	Phone:	<u>(802)372-7337</u>

CSO Grant Recipient: Alaska Avalanche Information Center DBA: Valdez Avalanche 

CSO Funded Program: Valdez Avalanche Center Operations

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

See Attached





**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

See Attached

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

See Attached



*VICTORIES AND OUTCOMES: Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.*

The Valdez Avalanche Center (VAC) continues to grow and evolve each year. As we maintain our planned operations in Valdez this season, our dedicated team of staff and volunteers continue to steward forward progress with national, state, and local entities through meaningful partnerships and collaborations. VAC is on track with our goals and expects to produce 80-100 public forecasts this season. Our staff continue to supply essential daily weather observations from the Blueberry Weather station, and our public outreach programs have been integrated into local schools, industry, and the community at large.

This season the VAC has increased our volunteer advisory board and welcomed new members bringing added energy and expertise. In addition to our advisory board, VAC has also made steps to increase the capacity of our forecast team. This season VAC added a part-time Pro-Observer role to assist our full-time Forecaster, Gareth, in providing observations and data to enhance our forecasts. Looking ahead, VAC has also begun integrating a new apprentice into a Pro-Observer position to begin onboarding and training in preparation for an increase in staff for next season.

VAC began publishing forecasts on December 1st and continues to publish forecasts five days a week. We also continue to supply daily weather observations to the National Weather Service from the Blueberry Weather Station 365 days a year through two paid positions with VAC. The information provided by VAC is one of many tools utilized by our city emergency management team to make critical safety decisions affecting the entire Valdez community. In addition, Thompson Pass attracts hundreds of recreationalists, from Valdez and beyond, each winter who depend on the forecasts, observations and weather data provided by the VAC. The visitors to our area directly contribute to the economic health of the Valdez community by staying at local establishments, purchasing products from our local stores, and utilizing services from our local experts. The tourism impact from winter recreationalists provides a tremendous economic benefit to our local community resulting in a source of income for countless residents.

This season we also added a new volunteer position to manage our social media accounts to best serve the needs of our local community and those interested in Valdez from afar. Through the effective management of our social media platforms, and the shared content through the Alaska Avalanche Information Center (AAIC) accounts we continue to see an increase in followers and interactions with the material shared via these combined platforms.

Our Public Outreach programs have seen over 600 participants this season thus far through a combination of local contracts for specific programs, avalanche awareness workshops, and programs geared towards the general community. Many of the local events were co-hosted with other local organizations further increasing the impact of our work throughout the community. A sampling of the programs offered included the following:

- January 6-8: outreach at the Valdez schools reaching 180 local students
- February 23: Presentation at Ice Fest with over 100 people in attendance & a Women's Riding Clinic with 26 participants
- March 5: Dr. Cullen presented to 30 attendees on hypothermia & wilderness emergencies at the museum
- March 1: Sarah Carter from VAC & the Valdez Museum provided a Frosty Fever presentation to 40 people on Avalanches in Valdez: A Brief Look at the Hazard & History, Then & Now
- March 9: VAC provided an early season briefing to heli-ski companies with 25 staff in attendance
- March 29: Spring Fundraiser Event at Growler Bay Brewing; approximately 100 attendees

In addition to our public outreach efforts, VAC meets many requests from local businesses to provide avalanche awareness training. Since the beginning of 2025, we have collaborated with Prince William Sound Community College and Chugach Alaska Services to offer training programs tailored to their specific staff/student requirements. These specialized training programs provide an opportunity to broaden our outreach to a more diverse population within the community.

This year the Alaska Avalanche Information Center worked with Alyeska Pipeline Service Company to provide the funding necessary to purchase a snow machine for the Valdez Avalanche Center. The addition of a snow machine has greatly increased our efficiency in the field to access remote locations for collecting observations and data in support of our forecast program. Additionally, Delta Powersports in Fairbanks designed a custom wrap for the sled complete with both AAIC & VAC logos to help increase our visibility in the field.

*CHALLENGES: Report on barriers to success during this funding period and how you are working to overcome them.*

The success of the Valdez Avalanche Center also comes with its own challenges. Valdez Avalanche Center continues to take daily Blueberry weather station observations, but the increase in operational expenses to fully fund this program is an identified limitation in our future operating budget. It will be essential for us to identify additional stakeholders in the community that utilize the data and seek additional funding from them to support the program going forward. Our goal is to secure funding from local stakeholders to fund this program next year. Our team has identified a few potential funding sources who collectively benefit from the weather observations provided to the National Weather Service.

From a forecast perspective, the need for producing five public forecasts weekly has spread our forecast team thin in an effort to cover all three of the primary forecast zones, while maintaining the professional quality and depth which the public has come to rely on from VAC. We are currently working to address this concern with the onboarding and training of new pro-observers. Our goal is to secure funding for an additional full time forecaster position next season to adequately meet our local needs, and industry standards. To meet this need, and offer our staff a pay rate comparable to industry standards, we estimate our payroll expenses will be double the current amount. VAC is grateful for the outpouring of support from the community who frequently express their appreciation of the work we do, and the professionalism in the observations and forecasts provided. The feedback received goes a long way in boosting morale and serving as a reminder to the importance of our work.

Lastly, the reduction in federal funding has resulted in a significant deficit for the avalanche industry nationwide. The National Avalanche Center (NAC) is feeling the effects of the reduced funding which has now come to affect us here in Valdez. Per conversations during this year's application process it was requested that Valdez Avalanche Center participate in an audit by the National Avalanche Center. The funding cutbacks have presented a challenge, and as such they are unable to provide the detailed audit we initially anticipated. Despite the setback, the NAC Director has agreed to produce a simplified outline for the City of Valdez to demonstrate how VAC compares to other avalanche centers nationwide. This remains on track to be completed by June 1.

Alaska Avalanche Information Center				
Statement of Activity by Class				
January 1 - April 6, 2025				
		VAC		
Expenditures				
6100 Regional Center Operating Expenses				
6100-1 Operations/Permit Expenses		92		
6100-2 Communications		0		
6100-3 Program Expenses		0		
6100-4 Event Expenses		0		
6100-7 Supplies		\$0.00		
Total 6100 Regional Center Expenses		<b>\$92.00</b>		
6200-1 Insurance				
6200-1.1 General Liability		1600.4		
6200-1.2 Professional Liability		\$0.00		
6200-1.3 D&O		\$0.00		
6200-1.4 Workman's Comp Insurance		\$544.24		
Total 6200-1 Insurance		<b>\$2,144.64</b>		
6200-2 Administrative				
6200-2.10 Fundraising Expense		103.1		
6200-2.2 Accounting Fees		914.7		
6200-2.3 Communications		0		
6200-2.4 Bank & Assoc. Fees		43.96		
6200-2.5 Office Expenses		100.08		
6200-2.6 Website		180		
6200-2.7 Postage & Shipping		\$19.77		
Total 6200-2 Administrative		<b>\$1,361.61</b>		
6200-7 Payroll				
66000 Payroll Expenses				
66100 Taxes		2,460.87		
66200 Wages		\$26,290.32		
Total 66000 Payroll Expenses		<b>\$28,751.19</b>		
Total Expenditures		<b>\$32,349.44</b>		



Community Service Grant Program

## **Valdez Senior Center Inc.**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	<u>2025</u>	Name:	<u>Allie Steed</u>
CSO Funding Amount:	<u>\$66,500</u>	Email:	<u><a href="mailto:vscdirector@valdezak.net">vscdirector@valdezak.net</a></u>
Reporting Period:	<u>Period 1</u>	Title:	<u>Executive Director</u>
Today's Date:	<u>4/14/25</u>	Phone:	<u>907-835-5032</u>

CSO Grant Recipient: Valdez Senior Center

CSO Funded Program: Nutrition Transportation and Support Services

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

We have received \$66,500 from the City of Valdez during reporting period 1. Of that, \$19,634.01 has been spent on food items for the kitchen, \$1,730.71 on non-food items in our kitchen, \$45.25 on office supplies, \$233.05 on advertising, \$147.5 on our annual Meals on Wheels Membership, \$6,175 on contract labor, \$664.67 on insurance, \$94.40 on accounting fees, \$159.50 on facility expenses, \$127.45 on maintenance supplies, \$965.02 on janitorial services, 3840.48 on utilities (this includes electric, heating oil, propane, and the telephone), \$11.00 on training, and \$33,269.97 on payroll.





**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

The Valdez Senior Center has been able to provide 72 Valdez residents with Meals on Wheels service, delivering 4,865 meals. We have served 1,038 congregate meals to 76 individuals, and have provided 446 rides to 28 members of the community. We consider each individual who utilizes our services to be a success. We have conducted informal wellness checks and continued to host enriching activities.

As outlined in our application, we do not turn away individuals who need any of the services we can offer, which we have not done in reporting period 1. We have also provided Meals on Wheels daily since January 1st. Each May, we send out a survey asking for information on how, if at all, the Valdez Senior Center contributes to quality of life for seniors in Valdez. We will share on those findings in the period 2 report, as they are also a success criteria we measure.

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

One of the most pressing challenges we currently face is the impact of funding changes at the federal level, and the sharply rising cost of food. Changes in federal priorities have resulted in both funding reductions for key programs used by the VSC. These shifts have had a direct effect on our grant processes and communications with state and federal administrators. To address this we are vigorously looking for additional funding sources past FY26. We are exploring opportunities beyond traditional public funding sources, including foundation support, individual giving campaigns, and additional community partnerships.

The increase in food costs has created additional pressure on our meal services as the use of our services continues to increase. To continue providing high-quality meals we have implemented a slight increase in our suggested donation amount, bringing it from \$8 10\$ for those over 60. While we remain committed to ensuring that no one is turned away due to inability to pay, this adjustment allows us to partially offset rising costs without compromising service. Despite these challenges, we remain deeply committed to our mission and are taking proactive steps to ensure long-term sustainability and continued service to our community.





Community Service Grant Program

## **Valdez Torpedoes Swim Club**



## Community Service Organization (CSO) Grant Progress Report

*Biannual Progress & Financial Report. Due: April 15 for period ending March 31(Reporting Period 1) and October 15 for period ending September 30 (Reporting Period 2). Please e-mail report to: [brusher@valdezak.gov](mailto:brusher@valdezak.gov)*

Funding Calendar Year:	2025	Name:	Debra Lancaster
			<small>President@valdeztorpedoes.com</small>
CSO Funding Amount:	\$25,000	Email:	
	Jan 1 - March 31	Title:	President
Reporting Period:			
	4-12-2025	Phone:	765-717-9373
Today's Date:			

Valdez Torpedoes Swim Club  
CSO Grant Recipient: \_\_\_\_\_

Valdez Torpedoes Swim Club  
CSO Funded Program: \_\_\_\_\_

LINE-ITEM EXPENSE REPORT: Please submit a line-item expense report of how City of Valdez dollars have been used in the current Reporting Period. *Be specific*

### CSO Grant

Month:	Pool Fees paid:	Meet/Travel Fees:	Banana Meet spend:
January	\$1,150	Jan 24 Water Bowl meet \$1,235.54	0
February	\$1,595	Feb 14 Age Group Championships meet \$1,218.06	0
March	\$1,370	Mar 21 Spring Equinox meet \$941.90	\$1,621.77

Jan 1 - March 31 spend: \$9,132.27

Although Banana Meet is scheduled for April 4, 5 we had some expenses in March in preparation for the meet. The remaining spend will be identified in the next reporting period for April.



**VICTORIES AND OUTCOMES:** Report on program successes during this reporting period. Tell Valdez City Council you have done with the City of Valdez CSO Grant. Please also report your progress in outcomes as defined in your CSO Grant application and report the number of Valdez residents served with City of Valdez CSO Grant.

The Valdez Torpedoes Swim Club is experiencing significant success thanks to the CSO Grant from the City of Valdez. This crucial funding directly addresses our largest expense: monthly pool rental fees for practices, and meet/travel fees. With the CSO Grant, we've been able to cover all existing monthly fees and are assured that these fees will be fully funded for the remainder of the year. This has been invaluable to our club's operations.

In addition to covering our essential pool rental fees, the City of Valdez's CSO Grant played a pivotal role in the overwhelming success of our annual Banana Meet. This year's meet was one of our most successful in recent memory, attracting 7 teams from Anchorage and Cordova, with a total of 165 swimmers competing over two days and with the additional families, coaches, officials, and other volunteers this certainly provided for a full audience and community engagement. The grant enabled us to provide crucial elements for a memorable experience, including: Hospitality Room Supplies, Banana Meet Swim caps and Ribbons and Trophies.

The Banana Meet's success relied heavily on the dedication of numerous volunteers, and the CSO Grant's support allowed us to focus on creating a positive and

**CHALLENGES:** Report on barriers to success during this funding period and how you are working to overcome them.

The Valdez Torpedoes Swim Club (VTSC) faces its primary challenge in maintaining consistent registration numbers. Operating costs, including pool rentals, coaching salaries, equipment, bookkeeping, taxes and software, continue to rise, preventing us from reducing monthly tuition fees. To address this, we actively pursue fundraising initiatives and grant opportunities. This year's efforts include successful wreath sales, a chili cook-off, and our 'Laps for Dollars' campaign, all aimed at ensuring the club's sustainability and accessibility to the youth of our community.





## Legislation Text

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**File #:** 25-0199, **Version:** 1

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**ITEM TITLE:**

Report: Nuisance Abatement Update

**SUBMITTED BY:** Bart Hinkle, Interim City Manager

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

**RECOMMENDATION:**

n/a

**SUMMARY STATEMENT:**

Code Enforcement Officer Danial Plaster will provide Council with a verbal update on city nuisance abatement efforts.



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0193, **Version:** 1

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**ITEM TITLE:**

Monthly Treasury Report: March 2025

**SUBMITTED BY:** Casey Dschaak, Budget and Financial Analyst

**FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: n/a

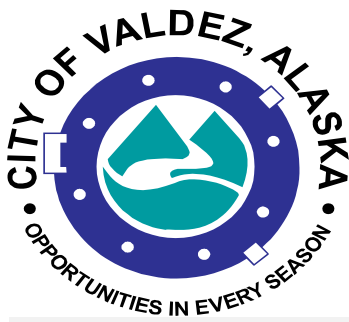
Funding Source: n/a

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

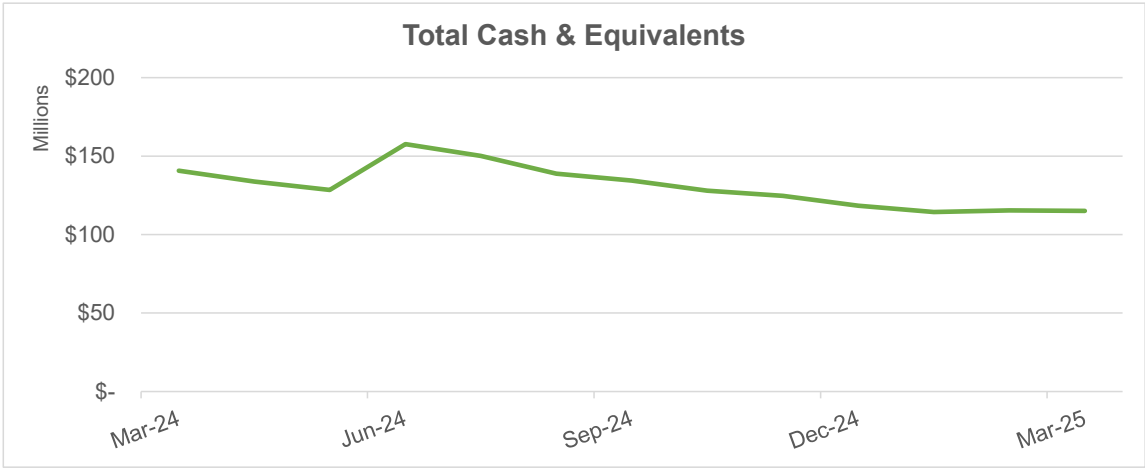
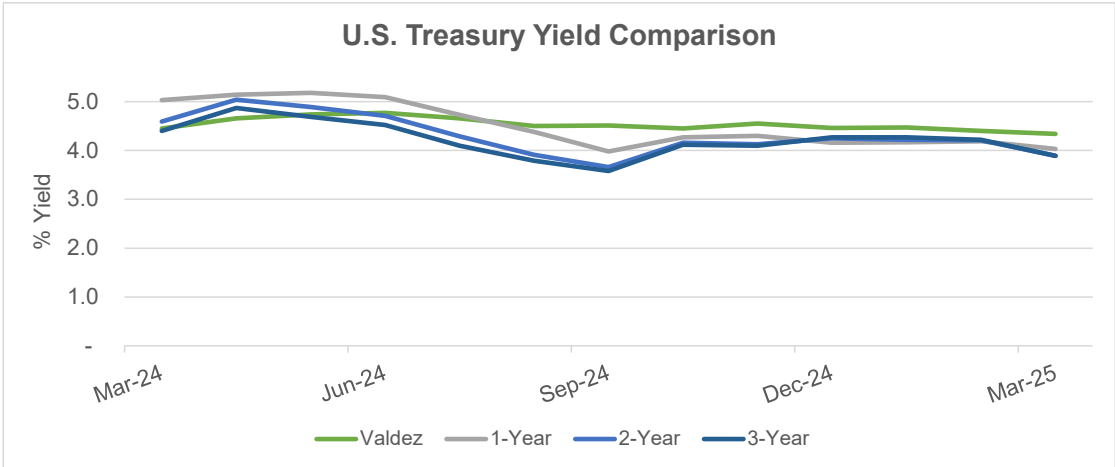
Monthly treasury report per Municipal Code



# Monthly Treasury Report

Period Ending: **March 31, 2025**  
 Prepared By: *Casey Dschaak, Financial Analyst*

		<u>Begin</u> <u>Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>End</u> <u>Balance</u>	<u>Yield</u> <small>Notes</small>
<b>Central Treasury</b>		<b>115,395,257</b>	<b>13,640,591</b>	<b>(13,920,161)</b>	<b>115,115,686</b>	<b>4.34%</b>
Central Treasury	Principal	86,080,076	204,082	-	86,284,158	4.47%
Money Market	Wells Fargo	14,364,988	46,597	(575,000)	13,836,584	4.27%
SLG Account	USB	15,800,890	39,697	-	15,840,587	3.31%
Checking	Wells Fargo	(142,458)	7,748,148	(7,800,431)	(194,741)	0.00%
Payroll	Wells Fargo	(1,334,230)	2,069,833	(1,903,933)	(1,168,329)	0.00%
Sweep	Wells Fargo	625,990	3,532,233	(3,640,797)	517,427	4.27%
<b>Restricted</b>		<b>4,804</b>	<b>3</b>	<b>-</b>	<b>4,806</b>	<b>0.78%</b>
Police	Wells Fargo	4,804	3	-	4,806	0.78%
<b>Total</b>		<b>115,400,061</b>	<b>13,640,593</b>	<b>(13,920,161)</b>	<b>115,120,492</b>	<b>4.34%</b>





# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 25-0195, **Version:** 1

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**ITEM TITLE:**

Interim City Manager's Report

**SUBMITTED BY:** Bart Hinkle, Interim City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

For Council's consideration.

**SUMMARY STATEMENT:**

Interim City Manager's report for 4.29.25 is attached.





# City Manager Report

April 29, 2025

Last report: 4/15/25 by Interim City Manager Hinkle

The month of April is historically a busy month for City staff, and this year was no different.

Multiple City employees and Departments participated in the annual Valdez Career Expo as well as the College & Career Fair. An addition to this year's program included an appearance from Senator Murkowski. Initially intended to be a roundtable discussion at PWSC, weather prevented the plane from making it in and the discussion was conducted virtually instead. COV had multiple attendees and used the opportunity to thank Murkowski for earmarking funding for the sewer force main and for child care as well as to reinforce priorities covered during the recent Legislative Fly-In.

A large contingent of community stakeholders were present as well. Many of their speaking points and topics aligned with the City priorities covered during the Legislative Fly-In.

While Murkowski was unable to make it in via Ravn that day, that has been less frequent in 2025 than the same time in 2024. Case in point:

• Jan 2024	409 passengers	31 scheduled flights	11 completed flights
• Feb 2024	313 passengers	31 scheduled flights	9 completed flights
• March 2024	381 passengers	17 scheduled flights	13 completed flights
• Jan 2025	816 passengers	65 scheduled flights	34 completed flights
• Feb 2025	903 passengers	56 scheduled flights	51 completed flights
• March 2025	1144 passengers	64 scheduled flights	60 completed flights

Director Barberio plans to have a more comprehensive report on this, and other aspects of EAS, in the coming months. City Administration will also be coming forward in the near future, asking Council to approve a Resolution of support for the EAS program to both Senator Murkowski and Senator Sullivan.

Director Huber and Assistant City Manager/Director Nelson presented at the AML Infrastructure Forum, while Director Cragun attended an AMLJIA Board meeting and Director Wilson represented Valdez at the Trails Conference.

Construction season is upon us. For official updates on City of Valdez projects, please visit [www.valdezak.gov/projects](http://www.valdezak.gov/projects). Council will be provided with a project update the 2<sup>nd</sup> meeting in May.

Per Mayor Fleming's instructions, a challenge coin was designed and ordered for the City of Valdez.



Attended Joint Work Session (Council/PRCS) on 4/22.

Met with Valdez DOT on 4/23.

Attended AVV's Annual Meeting on 4/24.

The first round of screening interviews for the Communications Manager occurred on 4/25.

Participated in the Apple v Donuts charity Volleyball game on 4/26.

Attended the Decommissioning Ceremony of USCG LIBERTY on 4/29.

**Upcoming events:** Hillcorp LLC, Alaska Tanker Company & Prince William Sound RCAC (April 30<sup>th</sup>); Valdez Small Business Conference (May 5<sup>th</sup> – 6<sup>th</sup>)