



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, July 1, 2025

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Work Session - Fund Balance Policy](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Appointment to Prince William Sound Economic Development District Board of Directors- Nominee: Martha Barberio](#)
2. [Approval to Go Into Executive Session Re: VMC 3.30 Litigation Strategy](#)

VI. NEW BUSINESS

1. [Discussion Item: Rural Roads Assessment - Phasing Plan and Cost Estimates](#)

VII. ORDINANCES

1. [#25-07- Amending Chapter 2.24 of the Valdez Municipal Code Titled Code of Ethics. First Reading. Public Hearing.](#)
2. [#25-08 - Repealing Chapter 10.20 of the Valdez Municipal Code Titled Recreational Vehicle Parks and Tent Campgrounds and Enacting Chapter 12.14 of the Valdez Municipal Code Entitled Recreational Vehicles and Tent Camping. First Reading. Public Hearing.](#)

3. [#25-09 - Amending Chapter 3.30 Titled Oil and Gas Exploration, Production, Pipeline Transportation and Spill Prevention and Response Property Tax. First Reading. Public Hearing.](#)

VIII. RESOLUTIONS

1. [#25-30 - Amending the Tax Calendar for the 2025 Tax Year and Repealing Resolution #25-12](#)

IX. REPORTS

1. [Monthly Treasury Report: April 2025](#)
2. [Quarterly Financial Summary Reports: March 31, 2025](#)
3. [Report: Issuance of Temporary Land Use Permit 25-04 for the Roadside Potatohead, LLC for Six Months on 369 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 12, Block 40, Harbor Subdivision](#)
4. [Report: Issuance of Temporary Land Use Permit 25-07 for Valdez Softball Association for An Approximately 4-Acre Portion of 3100 Richardson Highway, Tract D 79-116 owned by the City of Valdez](#)

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

1. City Manager Report

1. [City Manager Report](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

XI. COUNCIL BUSINESS FROM THE FLOOR

XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

XV. APPENDIX

1. [Legal Billing Summary - May 2025](#)

2. [July 2025 Council Calendar](#)



Legislation Text

File #: 25-0283, **Version:** 1

ITEM TITLE:

Work Session - Fund Balance Policy

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Provide feedback and/or direction to staff regarding Fund Balance Policy

SUMMARY STATEMENT:

This work session reflects a first pass at addressing Fund Balance Policy, and is meant to be brief and high-altitude.

All information in the attached Fund Balance Policy represents *placeholder language*. Council is encouraged to make recommendations at this first work session with respect to the highest level direction as it relates to Fund Balance Policy.

Recognizing that a conversation regarding Council Contingency Reserve remains the impetus for this work session, subsequent work session(s), including regular Budget Work Sessions, will deal with procedural details and specific reserves.

Staff is looking for Council Consensus with respect to draft policy language.

Agenda

1. Fund Balance Policy: Background and Purpose
2. Current City Policy
3. Proposed Revisions to City Policy
4. Timeline for Policy Revision
5. Next Steps

1. Fund Balance Policy: Background and Purpose

- “Funds” are distinct subsidiaries within a government entity
 - Accounting convention; governed primarily by GASB
 - Fund categories: governmental, proprietary, fiduciary
 - Governmental fund types: general, special revenue, debt service, capital projects, etc.
 - **See 2025 Adopted Budget: Fund Structure (pg. 23)**
- “Fund Balance” is equivalent to “ownership equity”
 - Assets MINUS Liabilities
 - Types of fund balance: unassigned, restricted, committed, etc.
 - **See Draft Policy Section 3: Definitions**

1. Fund Balance Policy: Background and Purpose

- Purposes of Fund Balance (GFOA)
 - provide a financial cushion to mitigate current and future risks
 - mitigate impact of revenue shortfalls, unanticipated expenditures, and other unforeseen circumstances
 - prevent the disruptions to essential services
- GFOA recommendations
 - Minimum unrestricted fund balance of two months (17%) of budgeted revenues (or expenses)
 - ***A government should establish a formal fund balance policy that reflects its own specific circumstances***

2. Current City Policy

- No comprehensive, stand-alone fund balance policy
- Limited relevant language in Code, Ch. 3
- Other language in annual adopted budgets
- City's fund balance is +/- 8 months of expense
 - Reflects legal contingency reserve for Oil & Gas property litigation
 - Risk mitigation in the event of an adverse Court decision

3. Proposed Revisions to City Policy

Section 1: Scope

- Covers all funds except
 - Permanent fund
 - Self-insurance
 - Hospital
 - Schools

Section 2: Purpose

- GFOA / GASB best practices
- Principles:
 - Standardization
 - Accuracy
 - Transparency
 - Accessibility
 - Accountability
 - Sustainability

3. Proposed Revisions to City Policy

Section 3: Definitions

- 18 terms defined
 - Fund Categories
 - Fund Types
 - Fund Balance Categories

Sections 4 (Policy) and 5 (Procedures)

- Corresponding sections for:
 - Balance targets and calculations
 - Reporting
 - ***Corrective measures (3)***
 1. Amend the budget
 2. Authorize an exception
 3. Revise the policy

3. Proposed Revisions to City Policy

Section 6: Limitations / Approvals / Responsibilities

- Policy is *in effect* until rescinded, but can/should be periodically revised
- **City Manager** is on-point for adherence to procedures and apprising Council
- **Council** is the *final arbiter* of policy compliance
- Fund Balance policy sets targets
- *Budget Policy* sets parameters for allowable uses of fund balances

4. Timeline for Policy Revision

- Council feedback July 1
- Staff review & revision
- Follow-up work sessions (September, October)
 - Detailed review of funds and balances
 - Proposed targets, re-deployment, additions/deletions
- Final Draft in November
- **Adoption concurrent with 2026 Budget**
- Re-assessment in fall of 2026

5. Next Steps

- Council Q&A
- Council Consensus: **Continue** / **Pause** / **Stop**
- Feedback and Direction to Staff
- Follow-up work session

POLICY # (X): FUND BALANCE

CONTENT

1 Scope

- 1.1 Citywide for all funds excluding:
 - 1.1.1 Permanent Fund
 - 1.1.2 Proprietary Funds (PVMC, PVCC)
 - 1.1.3 Internal Service Funds (Health Self-Insurance)
 - 1.1.4 Component Units (Valdez City Schools).

2 Purpose/Background

- 2.1 *Fund* and *fund balance* refer to terminology established by the Governmental Accounting Standards Board (GASB) in its Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*. (see section 3. *Definitions*, below).
- 2.2 The Government Finance Officers Association (GFOA) recommends that general-purpose governments maintain an unrestricted fund balance in their General Fund of at least two months of operating revenues or expenditures.
- 2.3 The GFOA further recommends that a government establish a formal fund balance policy that reflects its own specific circumstances, Valdez City Council adopts this policy in recognition of the unusual nature of the City's financial structure and financial drivers.
- 2.4 Council also adopts this policy in furtherance of the following principles:
 - 2.4.1 Standardization: developing and incorporating citywide methodology
 - 2.4.2 Accuracy: reflecting the current-state of highest-level review
 - 2.4.3 Transparency: following appropriate public adoption-processes and documentation
 - 2.4.4 Accessibility: enabling layperson stakeholder audience to understand and scrutinize
 - 2.4.5 Accountability: incorporating a retrospective performance review and reconciliation
 - 2.4.6 Sustainability: ensuring continuity of obligations and priorities
- 2.5 This fund balance policy establishes processes for periodic review and revision.

3 Definitions

- | | | |
|-----|----------------|------------------------------|
| 3.1 | Ad Valorem Tax | Property tax revenue |
| 3.2 | Appropriation | the legal authority to spend |

3.3	Assigned Fund Balance	Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed
3.4	Capital Projects Funds	financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets
3.5	Committed Fund Balance	Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority
3.6	Debt Service Funds	financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
3.7	Fund	A distinct unit or subsidiary within the organization, with a complete set of self-balancing accounts.
3.8	Fund Balance	the difference between a governmental fund's assets and liabilities. It essentially reflects the net financial resources available to a government.
3.9	General Fund	all financial resources not accounted for and reported in another fund.
3.10	Governmental Fund	used to account for core government activities typically supported by taxes, grants, and other revenue sources.
3.11	Nonspendable Fund Balance	amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
3.12	Permanent Fund Transfer-In	A portion of Permanent Fund earnings transferred annually to General Fund; currently 1.5% of the total value as of the Permanent Fund as reflected in the most-recent audited financial statements, per City Charter
3.13	Permanent Funds	resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs—
3.14	Proprietary Funds	funds used to account for a government's business-type activities, internal services, and component units; currently the Providence Valdez Hospital and Counseling Center and the Health self-insurance fund.
3.15	Reserve Fund	A subset of a Governmental Fund whose appropriation does not expire at the end of the budget year. In Valdez, reserve funds are established for recurring major operational expenses, for one-time projects, or to mitigate identified risks.
3.16	Restricted Fund Balance	funds whose uses are constrained either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

- 3.17 Special Revenue Funds proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects; in Valdez, the Airport, Harbor, Port and Utility funds.
- 3.18 Unassigned Fund Balance General fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

4 Policy

- 4.1 **Fund Balances:** City Council shall set appropriations such that the City's year-end fund balances are targeted and maintained within the following parameters:

Fund(s)	Balance-Type	Minimum Balance	Maximum Balance
General	Unassigned	one-third of combined <i>Ad Valorem</i> tax revenue and <i>Permanent Fund Transfer-In</i> , as reflected in the most recent adopted budget	one-half of combined <i>Ad Valorem</i> tax revenue and <i>Permanent Fund Transfer-In</i> , as reflected in the most recent adopted budget
Special Revenue	Assigned	two months (17%) of budgeted annual revenue	twelve months (100%) of budgeted annual revenue
Reserve	Assigned	as determined by Council annually via the adopted budget	as determined by Council annually via the adopted budget
Capital Projects	Assigned	as determined by Council annually via the adopted budget	as determined by Council annually via the adopted budget
Debt Service	Assigned	zero	zero

- 4.2 **Reporting:** For all funds subject to this policy, the City Manager and/or his designee shall provide City Council with measures of budgeted and actual fund balances and their compliance with section 4.1 of fund balance policy. Updates shall be not less frequent than three times per year.
- 4.3 **Corrective Measures:** For any fund balance reported to fall outside of its allowable balance as specified in section 4.1 of this policy, City Council shall take one of the following actions:
- 4.3.1 adopt or amend appropriations such that the fund balance returns to within its allowable limits not later than the close of the following budget year
 - 4.3.2 authorize a temporary exception to fund balance policy
 - 4.3.3 revise the Fund Balance Policy

5 Procedures

- 5.1 Fund Balances: Pursuant to section 2.4 of this policy, the City Manager or his designee shall observe, at a minimum, the following recurring procedural milestones:
 - 5.1.1 March 31: Preliminary Year-end Financial Reporting (internal, unaudited)
 - 5.1.2 September 30: Final Prior Year-end Financial Reporting (independently audited):
 - 5.1.3 December 31: Adopted Budget
- 5.2 Reporting: For each reporting milestone identified in section 5.1, the City Manager or his designee shall, within two regular meetings of the milestone deadline, present a fund balance report to Council during a regular public Council meeting or public work session. Such reporting shall at a minimum include:
 - 5.2.1 Calculations and/or presentations of all fund balances for the reporting period
 - 5.2.2 Any/all resulting changes to fund balances as forecasted in the current adopted budget
 - 5.2.3 Any/all resulting changes to fund balance estimates in any draft budgets
 - 5.2.4 An attestation identifying each fund's adherence to fund balance policy, or for those funds not adhering to policy, explanatory notes and calculations for council consideration.
 - 5.2.5 a review of the fund balance policy and any recommended changes thereto for Council consideration.
- 5.3 Corrective Measures: For every fund identified in reports pursuant to section 5.2 as not adhering to policy, Council shall select a corrective measure from section 4.3, and shall provide direction thereof to the City Manager not later than two regular meetings following the report. Such corrective measure direction shall conform to the following deadlines and parameters:
 - 5.3.1 Adopted or amended appropriations: implemented not later than the following year's adopted budget, and correcting the fund balance not later than the close of the following budget year
 - 5.3.2 Exceptions to policy: detailed and authorized by Council within two regular meetings of the direction thereof to the City Manager, specifying the nature of the exception, objectives, revised fund balance targets, timelines, and any other pertinent details
 - 5.3.3 Revisions to policy: directed by council to be prepared for adoption not later than the next adopted budget

6 Limitations/Approvals/Responsibilities

- 6.1 The City's *Fund Balance Policy* is meant to be observed in perpetuity and periodically revised to reflect the City's current circumstances and needs.
- 6.2 The City Manager and/or his designee shall be responsible for regularly apprising City Council of the City's compliance with this policy, and for initiating the procedural steps identified herein.
- 6.3 City Council shall be the final arbiter of policy parameters, compliance therewith, and exceptions thereto.
- 6.4 Insofar as specific corrective measures entail formal appropriations, those measures will be articulated within the City's *Budget Policy*, and/or in Council's annual *Budget Priorities*.

ATTACHMENTS



Legislation Text

File #: 25-0280, **Version:** 1

ITEM TITLE:

Appointment to Prince William Sound Economic Development District Board of Directors- Nominee:
Martha Barberio

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

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

RECOMMENDATION:

Appoint applicant.

SUMMARY STATEMENT:

The bylaws for the Prince William Sound Economic Development District (PWSEDD) reserve a seat on the board for an appointee by the Valdez City Council.

The City Manager recommends appointing Martha Barberio, Economic Development Director for the City, to the vacant Valdez seat on the PWSEDD board.

The position is a 4 year term.



June 4, 2025

Mayor Dennis Fleming
Valdez City Council
P.O. Box 307
Valdez, AK 99686

Dear Mayor Fleming and City Council Members,

As you know, the PWS Economic Development District is a federally-recognized economic development district supporting the communities of Chenega, Cordova, Tatitlek, Valdez, and Whittier.

With the change in staff in the Valdez City Manager position, I am writing to ask that the Mayor and City Council appoint a new representative to the PWSEDD Board. Board members serve four-year terms, and our board holds four quarterly meetings plus an annual meeting of members in the fall.

In compliance with our by-laws, our Board of Directors is made up of nine members:

- a. Five (5) directors will be appointed to the Board, one each by the City of Cordova, the City of Valdez, the City of Whittier, the IRA Council of Tatitlek and IRA Council of Chenega Bay. These appointments are to be determined by the governing body of each entity.
- b. Four (4) directors-at-large will be elected by the membership at the Annual Meeting of the Membership. (Article V., Section 2.1).

Our 2021 – 2025 Comprehensive Economic Development Strategy (CEDS) is written to achieve the vision of PWS as an alliance of vibrant, coastal communities collaborating to build on and sustain our blue economy through responsible economic development of our natural and cultural assets (pwsedd.org). Attached is a two-page summary of our five-year CEDS plan for an “at a glance” overview of our working priorities.

Having a representative from Valdez’s city government on our board is a great resource for keeping our communities across the Sound coordinated in their regional and local priorities, and we greatly appreciate the participation of a City of Valdez board member.

Thank you for your consideration,

Kristin Smith
Executive Director

...



Legislation Text

File #: 25-0284, **Version:** 1

ITEM TITLE:

Approval to Go Into Executive Session Re: VMC 3.30 Litigation Strategy

SUBMITTED BY: Jake Staser, City Attorney

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

File #: 25-0285, **Version:** 1

ITEM TITLE:

Discussion Item: Rural Roads Assessment - Phasing Plan and Cost Estimates

SUBMITTED BY: Brad Sontag, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Attached for City Council discussion is the Rural Roads Assessment Phasing Plan and Cost Estimates document. Also included for reference are DOWL's original Valdez Rural Roads Assessment and cost proposal for design services of Corbin Creek Subdivision improvements.

The assessment is complete, yet the options have not been fully presented to Council for consideration to date.

The desired outcome from this discussion is to obtain general Council consensus on the scope and phasing of the project moving forward.

VALDEZ RURAL ROADS ASSESSMENT

PHASING PLAN AND COST ESTIMATES

PROJECT DEFINITION AND BACKGROUND

DOWL submitted a proposal to perform an assessment of select gravel roads owned by the City along with a few state and/or private roads within the city limits of Valdez in response to a Request for Qualifications (RFQ) issued on June 27, 2024. The City of Valdez accepted DOWL's proposal and the Notice to Proceed was issued August 20, 2024.

The road assessment fieldwork was performed between September 23 and 27, 2024. Each road segment was assigned a PASER rating for gravel roads and includes recommendations for improvement of the roadway surfaces and drainage issues.

The project definition and background are more specifically described in the attached memo titled "Valdez Rural Roads Assessment".

RURAL ROADS PROJECT PHASING PLAN

PHASE 1:

Corbin Creek Subdivision; Asphalt paving and drainage improvements.

Sawmill Drive, Mills Street, and 9th Street: Gravel surface and drainage repair.

Scope of work: Design work to begin summer of 2025. This includes design of asphalt pavement surfacing for Corbin Creek only, roadway surface grading/material design for all project areas, and drainage repair design for all areas. The project will go out to bid in January 2026, and construction would begin in May 2026.

Design cost estimate: \$107,817.00 (See attached DOWL cost proposal)

Construction cost estimate:

- Corbin Creek Base Bid (ditches, culvert, and gravel surface improvements) – \$3,500,000
- Corbin Creek add asphalt paving to Base Bid – \$1,100,000
- Corbin Creek Base Bid plus asphalt paving total -\$4,600,000

- Sawmill Drive, Mill Street and 9th (ditches, culvert, and gravel surface improvements) - \$2,300,000

COV IN-HOUSE RURAL ROADS PROJECT PHASING PLAN

Note: COV projects may go into design and out to bid for construction if funding becomes available.

PHASE 1:

10 mile or Alpine Woods Subdivision; The City of Valdez Public Works Department will start annual recommended maintenance on all roadways in this subdivision. Work will be completed in the summer of 2025 and 2026.

Scope of work: Remove unusable material on roadway surface and re-grade with material that meets the proper specifications. Make recommended improvements for drainage.

Cost estimate: \$80,000 is in the budget for this phase of the project.

PHASE 2:

Industrial neighborhoods and Airport Road; The City of Valdez Public Works Department will start annual recommended maintenance on all roadways in this project area. Work will be completed in the summer of 2027 and 2028.

Scope of work: Remove unusable material on roadway surface and re-grade with material that meets the proper specifications. Make recommended improvements for drainage.

Cost estimate: \$80,000 will be in the budget for this phase of the project.

PHASE 3:

Glacier Haul Road; The City of Valdez Public Works Department will start annual recommended maintenance on all roadways in this project area.

Non-residential roads; all remaining assessed roads maintained by the City of Valdez; The City of Valdez Public Works Department will start annual recommended maintenance on all roadways in this project area. Work will be completed in summer of 2029 and 2030.

Scope of work: Remove unusable material on roadway surface and re-grade with material that meets the proper specifications. Make recommended improvements for drainage.

Cost estimate: \$80,000 will be in the budget for this phase of the project.

More specific project details of the scope of work, recommendations, PASER ratings, previous cost estimates and project phasing map are included in the attached memo titled “Valdez Rural Roads Assessment”.



MEMORANDUM

TO: Brad Sontag, City of Valdez Project Manager
 FROM: Anna Ferntheil, P.E. and Elena Feghali, E.I.T.
 THROUGH: Keri Nutter, CPG
 DATE: March 27, 2025
 PROJECT: Valdez Rural Roads Assessment
 SUBJECT: Gravel Road Ratings and Recommendations

1.0 PROJECT DEFINITION AND BACKGROUND

1.1 SCOPE OF WORK

DOWL submitted a proposal to perform an assessment of select gravel roads owned by the City of Valdez (City) in response to a Request for Qualifications (RFQ) issued June 27, 2024. The City accepted DOWL's proposal and the Notice to Proceed was issued August 20, 2024. The gravel roads assessment included city-owned roads as outlined in the RFQ by the City of Valdez.

The road assessment fieldwork was performed between September 23 and 27, 2024. Two personnel from DOWL completed the gravel road assessment by walking the selected roads and assigning each road segment a rating using the gravel PASER rating system (Wisconsin Transportation Information Center, PASER Gravel Roads Manual). Roads were rated on both their current surface condition and the drainage conditions observed. The lower of the two values was assigned as the overall rating for the road, however both ratings were recorded for reference. Most of the roads were short enough to be assigned a single rating. Roads that were longer or had distinct differences were divided into sections that were rated separately.

The results of the assessment are presented in a graphic overview and in a detailed table format. The graphic overview consists of a project area map and detailed maps of each subdivision. These maps display each road's overall rating and recommended improvement section. The table of ratings, recommendations, and estimates contains observations of each roadway, drainage, and surface ratings, recommendations for improvements, and estimated costs for each road. The maps are presented in Appendix A, and the table is in Appendix B.

1.2 PASER RATING SYSTEM

The PASER grading system for gravel roads was developed by the Transportation Information Center at the University of Wisconsin - Madison. The PASER system provides criteria for assigning ratings and includes recommended actions based off the rating. The grading system rates both the observed surface conditions and the drainage effectiveness; as a surface may be observed after recent regrading and because proper drainage is critical to the long-term quality of a road, the rating system assigns one rating based on both conditions observed during the assessment. A road surface may appear to be in acceptable shape but receive a rating of 2 if the drainage is severely deficient. This standard grading system is summarized in Table 1.

Table 1: Summary of the Standard PASER Grading and Recommendations

PASER Gravel Rating	Visible Distress	General Recommendations
5, Excellent	None, excellent surface condition and drainage	No treatment required
4, Good	Moderate loose aggregate, slight wash boarding, good drainage	Regrade, minor ditch improvements
3, Fair	Good crown, ditches adequate on more than 50 percent of roadway, most culverts operational, surface course mostly adequate, moderate wash boarding (1 to 2 inches deep) up to 25 percent of road area, moderate dust, no or slight rutting (less than 1-inch deep), occasional small pothole (less than 2 inches deep), some loose aggregate.	Regrade, add surface course, muck ditches and culverts
2, Poor	Little or no observable crown, ditches adequate on less than 50 percent of roadway, culverts mostly occluded or collapsed, up to 25 percent of surface with no surface course, moderate to severe wash boarding (over 3 inches deep) over 25 percent of area, moderate rutting (14 inches deep) up to 25 percent of area, moderate potholes (2 to 4 inches deep) over up to 25 percent of area, severe loose aggregate.	Regrade up to 6 inches, add surface course, re-establish ditches, repair culverts
1, Failed	No observable crown, road may be concave, excessive ponding, little to no ditches, culverts inoperable, severe rutting (over 3 inches deep) over 25 percent of area, severe potholes (over 4 inches deep), over 25 percent of area, over 25 percent of areas without surface course.	Rebuild

1.2.1 PASER RATING SYSTEM LIMITATIONS

The conditions observed in Valdez caused the standard rating system to be inadequate for classifying roads and some engineering judgment was used to modify the grading system to the specific conditions observed. In general, the subgrade in Valdez is a well-draining gravel and issues associated with poor subgrade were not observed on the road system. Noted distresses were due to inadequate strength of the structural section, ineffective drainage and culverts, and a lack of surface course.

For this project, roads were given two initial scores; one for the surface as it was observed during the survey and one for the drainage quality. The road was assigned the lower of the two scores

for its overall score; for example, a road rated 1 for ditches but a 3 for driving surface and would be given a 1 overall. These scores are recorded in the table in Appendix B.

According to the PASER grading system, a road that has over 25 percent surface aggregate is rated a 2 and a road that is less than 25 percent aggregate is rated a 1 and an entire rebuild is recommended. Many of the roads in Valdez had significantly less than 25 percent observable surface aggregate and the wearing surface was the subbase, identified by a lack of 1-inch minus crushed aggregate and the presence of large, rounded aggregate at the surface. Most of these roads do not require a rebuild due to the subbase condition. The grading system was modified to treat this observed condition as a maintenance issue rather than a surface issue; for example, a road that has an otherwise smooth driving surface but did not have observable surface course was rated a 3.

Wash boarding is often a common defect in gravel roads and is a factor in the PASER grading system. Wash boarding was generally not observed on the project roads, and when observed, it was noted and typically present with other distresses that more greatly influenced the rating.

On several roads, bedrock was observed to daylight through the structural section. Bedrock is not desirable as a driving surface but is not part of the PASER grading system. These conditions were noted, and specific recommendations provided for those roads.

The grading as it applies to potholes was modified to more specifically describe the conditions observed as defined in Table 2.

Table 2: Summary of Modifications to Define Potholes

Minor	Up to 2 inches deep, isolated occurrence, under 2 feet in diameter, no observable aggregate segregation or spalling
Moderate	2 to 4 inches deep, up to 25 percent of driving area, 2 to 4 feet in diameter, observable aggregate segregation and spalling
Severe	Over 4 inches deep, over 25 percent of driving area, over 4 feet in diameter, may be combining together, severe aggregate segregation and spalling

Due to the unique conditions of Valdez, the grading system as it relates to surface conditions was modified to best reflect and compare roads that required similar treatments. The drainage rating system was not modified. Table 3 summarizes the modified grading with changes highlighted in yellow.

Table 3: Modified PASER Grading and Recommendations

Modified PASER Gravel Rating	Visible Distress	General Recommendations
5, Excellent	None, excellent surface condition and drainage, newly built road	No treatment required
4, Good	Moderate loose aggregate, slight wash boarding, good drainage on 25 percent or more of road, occasional isolated minor pothole	Regrade, minor ditching improvements

3, Fair	Good crown, ditches adequate on more than 50 percent of roadway, most culverts operational, driving surface adequate but may not have observable surface course, moderate wash boarding (1 to 2 inches deep) up to 25 percent of road area, no or slight rutting (less than 1-inch deep), minor potholes, some loose aggregate.	Regrade, add surface course, muck and redefine ditches, repair/replace culverts as needed
2, Poor	Little or no observable crown, ditches adequate on less than 50 percent of roadway, culverts mostly occluded or collapsed, no observable surface course but subbase is generally providing acceptable driving surface, moderate to severe wash boarding (over 3 inches deep) over 25 percent of area, moderate rutting (1 to 3 inches deep) up to 25 percent of area, moderate potholes, severe loose aggregate.	Regrade up to 6 inches, add surface course, re-establish ditches, replace culverts
1, Failed	No observable crown, road may be concave, excessive ponding, little to no ditches, culverts inoperable, severe rutting (over 3 inches deep) over 25 percent of area, severe potholes, no surface course, and subbase is inadequate as a driving surface.	Rebuild

1.2.2 FIELD WORK LIMITATIONS

The assessment was performed under rainy/wet conditions. The roads could not be evaluated for dust. However, through conversations with the Valdez Capital Facilities Director, it was indicated that dust is typically a problem during dry weather.

2.0 RECOMMENDATIONS

2.1 GENERAL OBSERVATIONS

Several recurring issues were noted on the roads assessed. For each of the issues identified, associated recommendations are included. It should be assumed that these general recommendations apply to all maintenance and reconstruction projects.

2.1.1 BERMS

Berms were observed on the side of the gravel roads. Most were 2 to 6 inches in height, but some roads had berms 12 inches in height with a few extreme locations that were approximately 18 inches in height. Berms are created as a result of ineffective grading practices. Berms of any height can trap water on the road and lead to unsatisfactory performance of the wearing surface. Additionally, berms indicate that the maintenance practices are removing the surface course from the driving surface and pushing it to the edge of the road. In addition to the creation of berms, this

causes the road to widen past its structural section over time and fills the ditches with excess graded material.

Berms prevent water from exiting the roadway and appropriately draining into the drainage system. Any maintenance project undertaken should include the removal of berms from the side of the roadway and the regrading of the road so that water freely flows off the road surface and into the ditches. Recommended grading practices that prevent the creation of berms can be found in Section 2.2.1.



Figure 1: Berms on left created during routine grading on Glacier Haul Road

2.1.2 CULVERTS

Increased distress, mostly in the form of moderate to severe potholes, were observed at multiple sites of culvert crossings. Where distress was the worst, culverts appeared to be under only 1 to 2 inches of soil. Culverts need a minimum coverage to be effective and maintain an adequate service life; this minimum coverage will vary based on the size and material of the culvert. Most of the culverts were 12- or 18-inch CMP; minimum coverage for these culverts should be 12 inches per State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standards. For larger culverts, this coverage should be increased in accordance with DOT&PF Standards.



Figure 2: Intersection of Alder and Whispering Spruce - potholes and ponding above culvert (left) and remnants of crushed culvert (right)



Figure 3: Damaged culvert causing standing water in ditch on Mineral Creek Road

2.1.3 DITCHES

In general, ditches along the gravel roads observed were either non-existent or in a state of disrepair that rendered them useless. Water should be able to drain freely from the driving surface into the ditches. Ditches should be graded so that they do not hold water and so that water drains away from the road system. In general, ditches should be sufficiently deep to hold runoff, be graded so that water drains, have adequate culverts that are not damaged or blocked by debris, and be free of vegetation. Most ditches that were observed were filled with soil that prevented drainage and caused water to pond and were overgrown.



Figure 4: Well-maintained ditch on Childs Street



Figure 5: Existing overgrown ditch on Mendenhall Street



Figure 6: Lack of ditches causing standing water at N. Sawmill Dr./ Mill St. intersection

2.1.4 CROWN

Some roads assessed had an adequate crown, though many did not. A proper crown is necessary to prevent water from ponding in the middle of the road and for proper drainage into the ditches. Roads should be graded with an approximately 3 percent drop from the center of the road to its edge.



Figure 7: Defined crown on Nordic Drive



Figure 8: Potholes developing within the crown area on Cummings Way

2.1.5 LACK OF SURFACE COURSE

Most roads assessed had no notable surface course remaining on the wearing surface. On some roads, material that appeared to be from a surface course was seen in the berms created along the sides of the road, but the wearing surface contained mostly base course. This indicates that current maintenance practices are stripping the roads of the surface course.



Figure 9: Surface course graded off road into berm on Chalet Drive

2.1.6 INTERSECTIONS

In general, the driving surface at intersections showed more distress than the longitudinal surface of the road. This is due to various reasons including challenges grading the road appropriately at intersections and failed culverts under the roadways. If a road was in generally good condition with an intersection in poor condition. The road was scored to reflect the majority of its condition, and the intersection was noted for the defects separately. Intersections are called out in the Summary Table in Appendix B.

2.2 GENERAL RECOMMENDATIONS

The table in Appendix B provides specific maintenance recommendations for each road in the study. These recommendations are intended to reestablish the road to service standards with minimum reconstruction. Unless otherwise noted, the existing road surface is adequate as the base course. Additional base course is not anticipated to be needed unless noted in Appendix B. Each road includes specific drainage recommendations based on the conditions observed.

2.2.1 MAINTENANCE RECOMMENDATIONS

The maintenance methods currently used to grade the roads is creating various structural section problems. Observed complications of the current maintenance practices include stripping of the surface course, the creation of berms, and encroachment and eventual failure of the drainage system due to widening of the road creating unintended shoulders on unimproved subgrade.

During the fieldwork, DOWL personnel observed Glacier Haul Road being regraded. Graders were observed pushing the material out beyond the original limits of the road and adding to the existing berms. No intentional compaction of the regraded road was observed. The material that is pushed out first is the surface course, leaving behind only the base course as the driving surface. This causes faster degradation of the driving surface and increased dust.

It is recommended that maintenance practices are modified to prevent further accelerated loss of surface courses and creation of berms. When grading the roads, roads should first be graded inward, to create a windrow in the middle of the road. The windrow should then be graded outwards, taking care to keep the established crown of the road intact and grading only as far as the existing edge of road. Berms should not be created during routine maintenance. Last, loose material should be compacted immediately using a steel drum or pneumatic rubber tire roller to prevent the premature creation of ruts, segregation, and loss of fine material.

2.2.2 SURFACE TREATMENT

Roads with dust problems may be treated with a surface treatment to reduce airborne dust particles and prevent the loss of fines from the soil matrix. In general, a properly applied and compacted surface course will reduce the amount of fines available for transport in the air as dust and perform the best with a surface treatment, such as calcium chloride.

Calcium chloride is the most commonly used surface treatment in Alaska due to its general ease of application, effectiveness, lower relative cost, and environmental impact. Therefore, the continued use of calcium chloride is recommended. There are several reasons why the current treatment is not producing satisfactory results. The existing driving surface on most roads is an old base course, likely with a high fines content. Calcium chloride works best on material similar to a DOT&PF E-1 graded surface course, with the fines content ideally further restricted to 10 to 14 percent. Too few or too many fines will impact the performance negatively; a high fines content will cause the driving surface to become slippery when wet.

When applying the calcium chloride surface treatment, the following application practice should be conducted:

- Begin work with a wet surface from rain or truck application.
- Grade the road and compact. Ensure the road is still wet, add additional water if needed.
- Apply surface treatment using a high-quality spreader for even coverage.
- Wet road after application.

It is likely that a minimum of two treatments of Calcium Chloride applied in this way will be needed to adequately control dust throughout an average summer. When properly applied to an appropriately graded surface, calcium chloride treatment is expected to last for 100 to 150 days. If conditions are exceptionally dry, this treatment may need to be reapplied every 2 to 4 weeks for adequate dust control.

New proprietary treatments are available on the market that appear to be promising; however, many communities do not have the budget to switch treatments without confirmation of their long-term effectiveness. Typically, these treatments are polymers and synthetic fluids. If the City of Valdez decides to test a newer product, it is recommended that a product is selected that is designed to perform in a wetter climate, has a low environmental impact and few restrictions on placement near waterways, performs well on material with 8 to 15 percent fines (DOT&PF graded surface course, E-1), and is compatible with the average daily traffic count.

Other established surface treatments are not recommended due to incompatibility with the climate of Valdez (magnesium chloride), environmental concerns (bituminous or organic petroleum treatment), or reduced performance (organic polymers).

2.3 SUBDIVISION-SPECIFIC RECOMMENDATIONS

Several of the subdivisions were identified by the City to be a high priority for major road improvements. A standard maintenance recommendation is included in the table in Appendix B to bring the road back to an ideal driving surface. However, more involved options are included below.

2.3.1 ALPINE WOODS (10 MILE) AND CORBIN CREEK PAVEMENT ALTERNATIVE

Standard maintenance recommendations have been made for each road within these subdivisions and are included in Appendix B. DOWL understands that the Alpine Woods and Corbin Creek subdivisions are alternatively being considered for paving. Recommendations for a pavement alternative are also included in Appendix B and are based on typical section D in Appendix C. Typical section D is based on City of Valdez Standard Detail 20-1.

Roads within these subdivisions are in similar conditions and have similar recommendations except for Alder Way and Sealion Road as noted below. The current surface course appears to be an adequate subgrade for a paved structural section. Prior to paving, the existing driving surface should be scarified and compacted prior to placing additional material. 6-inches of base course and 2-inches of leveling course should be added below 2 inches of asphalt pavement. Material should be added in no more than 6-inch lifts, with each lift being compacted to a minimum of 95 percent of the material's maximum density.

The driving surface of Alder Way was abnormally wet and damaged at the time of the assessment. This road is likely constructed in a local low spot and may have shallow groundwater below. Prior to paving, the existing grade should be scarified 6 to 12 inches and recompact. Using the typical City of Valdez detail 20-1, six inches of base course should be placed below a 2-inch leveling course and 2 inches of asphalt pavement. Care should be taken to adequately grade ditches so that water does not collect at the toe of the road embankment.

Sealion Road was severely potholed with potholes at least 4 inches deep. It is recommended that the road be scarified 6 to 12 inches and recompact before placing the standard structural section described above for the rest of the subdivision.

In general, ditches in these subdivisions were inadequate for more than 50 percent of the roadways. Ditches shall be reestablished with a maximum grade of 2:1 and graded so that water does not pond. Culverts shall be removed and replaced with adequate coverage per DOT&PF Standards.

2.3.2 ROBE LAKE NEIGHBORHOODS

DOWL understands that the Robe Lake neighborhoods are being considered for a more robust surfacing project. The driving surface in these subdivisions is uneven and bedrock is exposed in multiple locations. Additional material will be required to provide an adequate driving surface. Steep grades coupled with inadequate drainage and ditches have created drainage paths along the driving surface which washes away fines and damages the road.

It is recommended that steep sections be regraded to no more than a 12 percent grade.

The existing driving surface is an adequate subgrade for a paved structural section. The existing driving surface should be scarified and compacted prior to placing additional material.

A minimum of 6 inches of base course should be added and graded with an adequate crown. Four inches of leveling course should be placed and compacted. Additional base course may be needed to bring the road to appropriate grade or to cover exposed bedrock. Bedrock should be covered by the entire 10-inch structural section. Material should be placed in 6-inch lifts, with each lift being compacted to a minimum of 95 percent of the material's maximum density.

In general, more than 50 percent of the ditches in these subdivisions were inadequate and should be reestablished. Ditches shall be reestablished with a maximum grade of 2:1 and graded so that water does not pond. Culverts shall be removed and replaced with adequate coverage per DOT&PF Standards.

2.3.3 ALASKA AVENUE EAST OF RICHARDSON HIGHWAY

Alaska Avenue east of the Richardson Highway, near the fuel station, is severely potholed and failed due to heavy commercial traffic. It is recommended that the road be paved from its intersection at the Richardson highway to its intersection at 9th Street. Scarify a minimum of 6 inches and compact the existing driving surface. 6 inches of base course should be added, a 2-inch leveling course, and 2 inches of pavement. Material should be placed in 6-inch lifts, with each lift being compacted to a minimum of 95 percent of the material's maximum density.

2.4 MATERIAL SPECIFICATION RECOMMENDATIONS

DOWL assumes that the City of Valdez will use material that meets their standard specifications. Therefore, materials are not specified in the recommendations provided. General guidelines for materials as assumed in the specifications provided below.

2.5 SPECIAL USE ROADS

Most gravel roads included were primarily residential use though several are not and are called out here for their specific uses. These special uses are noted in the table in Appendix B. Typical recommendations are amended for these roads due to their use. In some cases, it is recommended the road be left alone despite its low PASER rating due to its use.

2.5.1 INDUSTRIAL USE ROADS

Glacier Haul Road, Harris Sand and Gravel Access Road, Airport Road

Industrial use roads are predominantly used for heavy truck traffic. Standard maintenance recommendations for each of these roads have been included in Appendix B. If these roads are selected for a more intensive project due to the heavy truck traffic, the standard structural section depth may need to be increased to accommodate heavy truck traffic loads.

2.5.2 EQUIPMENT ACCESS ROADS

Copper Road

This road is routed along the top of a dike along the Lowe River. This road received a low PASER rating due to it being constructed only of the embankment materials used to construct the dike. This road is intended for use with equipment that is servicing the dike and is in good condition for its intended use.

2.5.3 UNIMPROVED ROADS

Empire Street, Sponge Circle, Dunning Drive, Cottonwood Lane, Tasuna Lane

These roads were assessed but are currently used as a snow dump area or as a driveway servicing one or two properties. Unimproved roads are characterized by low traffic volume which is apparent by the vegetation observed on the driving surface. These roads are rated but detailed comments and recommendations are not included due to the extremely low volume of use.

2.5.4 RECREATIONAL AND MINING ACCESS ROADS

Dayuse Road, Mineral Creek Road

These roads are used for access to recreational and mining areas and lower service standards may be acceptable for these roads. Both roads had severe potholes and poor drainage. The service level of both roads would be improved if material were added and ditches were established. Recommendations for these roads are as shown in Appendix B.

It should be noted that the service level of Mineral Creek Road could be improved if material were added to the road. However, the logistics of hauling material up the road for the use it sees may not be economical or feasible due to truck access. Additionally, regrading the road is not currently feasible without first replacing the culverts and placing an appropriate amount of material cover; the tops of culverts are currently exposed through the driving surface in multiple locations.

3.0 CLOSING

DOWL prepared this memorandum for the City of Valdez to use in planning decisions on the Rural Roads Assessment project. DOWL prepared this report, including recommendations, figures, and design details specifically for the above referenced project. These recommendations are not applicable to other construction sites. Do not separate the figures from the text for independent use.

DOWL performed these services consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar time and budgetary constraints. No warranty is made or implied.

DOWL services do not include services related to construction safety precautions and any conclusions made by a construction contractor or bidder relating to construction means, methods, techniques, sequences, or costs based upon the information provided in this report are not the responsibility of DOWL.

4.0 ATTACHMENTS

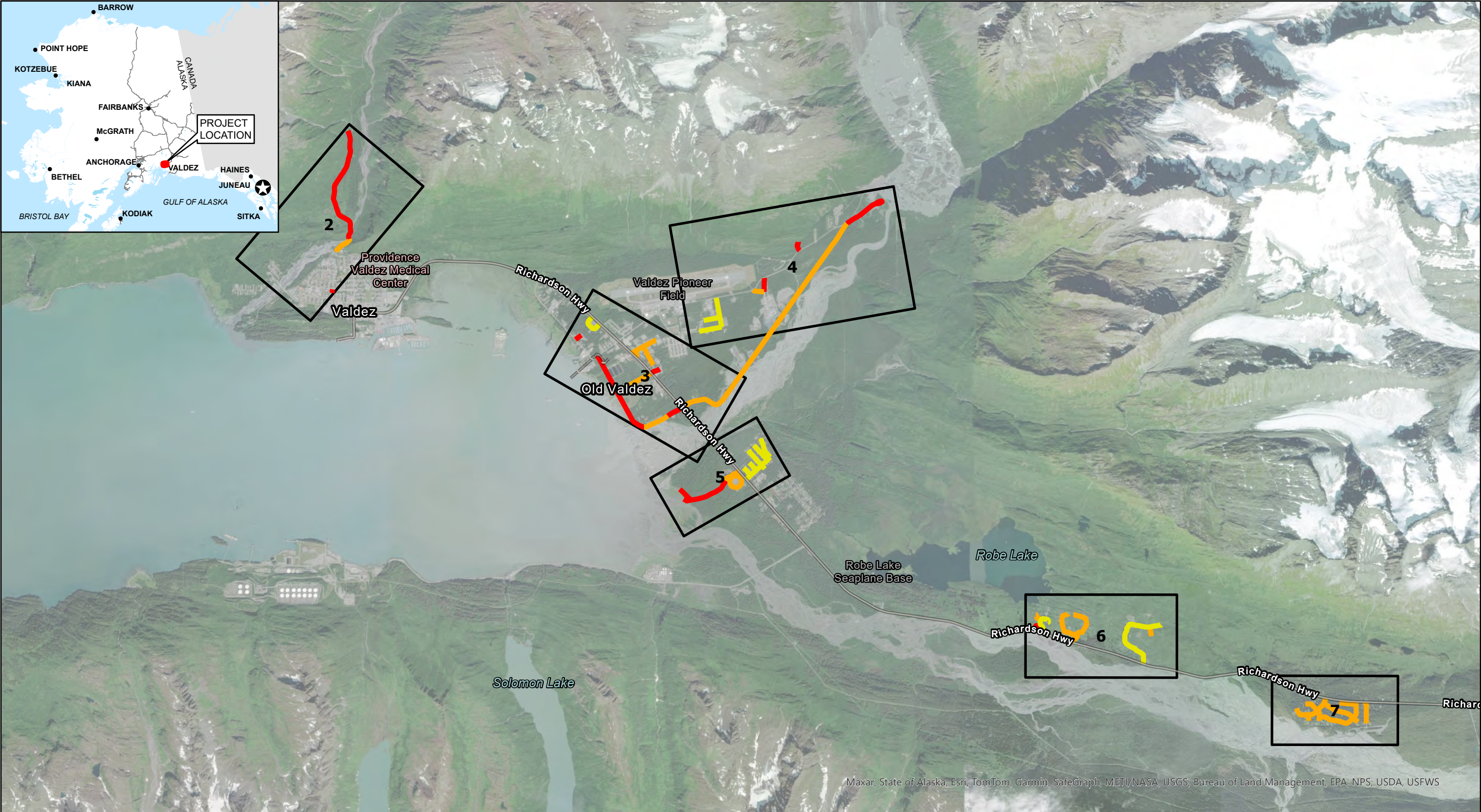
Appendix A: Maps of Ratings and Recommendations

Appendix B: Table of Ratings, Recommendations, and Estimates

Appendix C: Typical Sections for Recommended Improvements

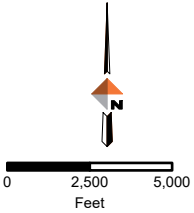
Appendix D: Modifications to Specifications

APPENDIX A:
MAPS OF RATINGS AND RECOMMENDATIONS



Overall Drainage and Surface Rating

- 1 - Failed
- 2 - Poor
- 3 - Fair



Drainage and Surface Rating

Valdez Rural Roads Assessment



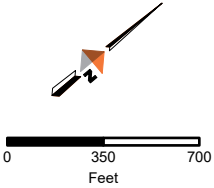
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Figure 1A



Overall Drainage and Surface Rating

- 1 - Failed
- 2 - Poor
- 3 - Fair



Drainage and Surface Rating

Valdez Rural Roads Assessment



Date: October 17, 2024

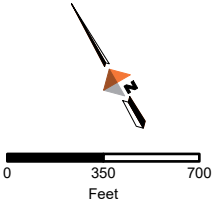
Figure 2A



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Overall Drainage and Surface Rating

- 1 - Failed
- 2 - Poor
- 3 - Fair



Drainage and Surface Rating

Valdez Rural Roads Assessment



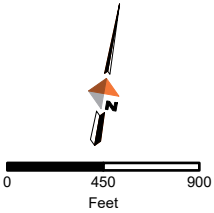
Date: October 17, 2024

Figure 3A



Overall Drainage and Surface Rating

- 1 - Failed
- 2 - Poor
- 3 - Fair



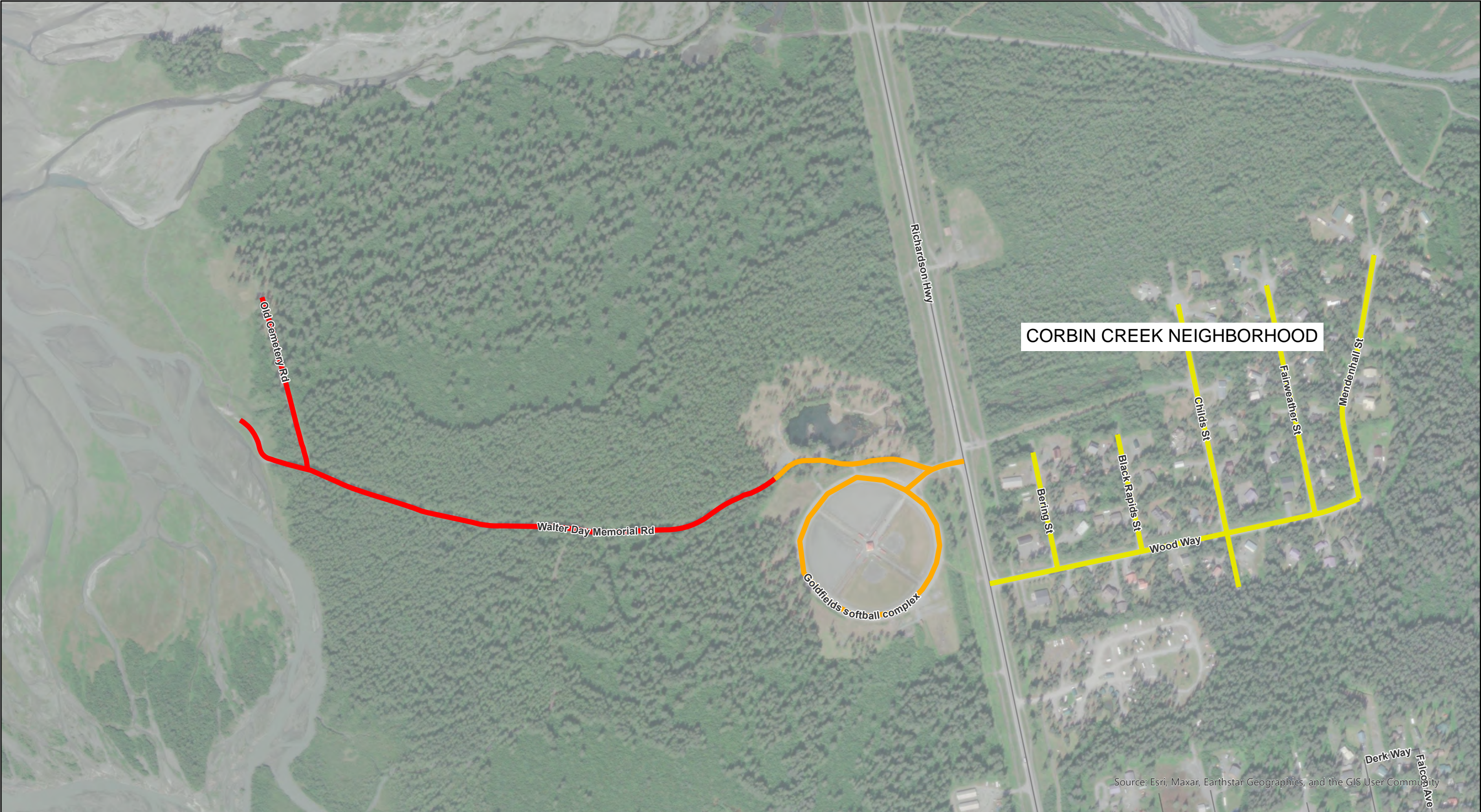
Drainage and Surface Rating

Valdez Rural Roads Assessment



Date: October 17, 2024

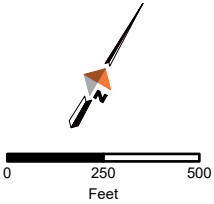
Figure 4A



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Overall Drainage and Surface Rating

- 1 - Failed
- 2 - Poor
- 3 - Fair



Drainage and Surface Rating

Valdez Rural Roads Assessment



Date: October 17, 2024

Figure 5A



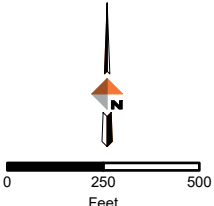
Overall Drainage and Surface Rating <div><div></div> 1 - Failed <div></div> 2 - Poor <div></div> 3 - Fair</div>		Drainage and Surface Rating	
		Valdez Rural Roads Assessment	
			Date: October 17, 2024
		Figure 6A	



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Overall Drainage and Surface Rating

- 1 - Failed
- 2 - Poor
- 3 - Fair



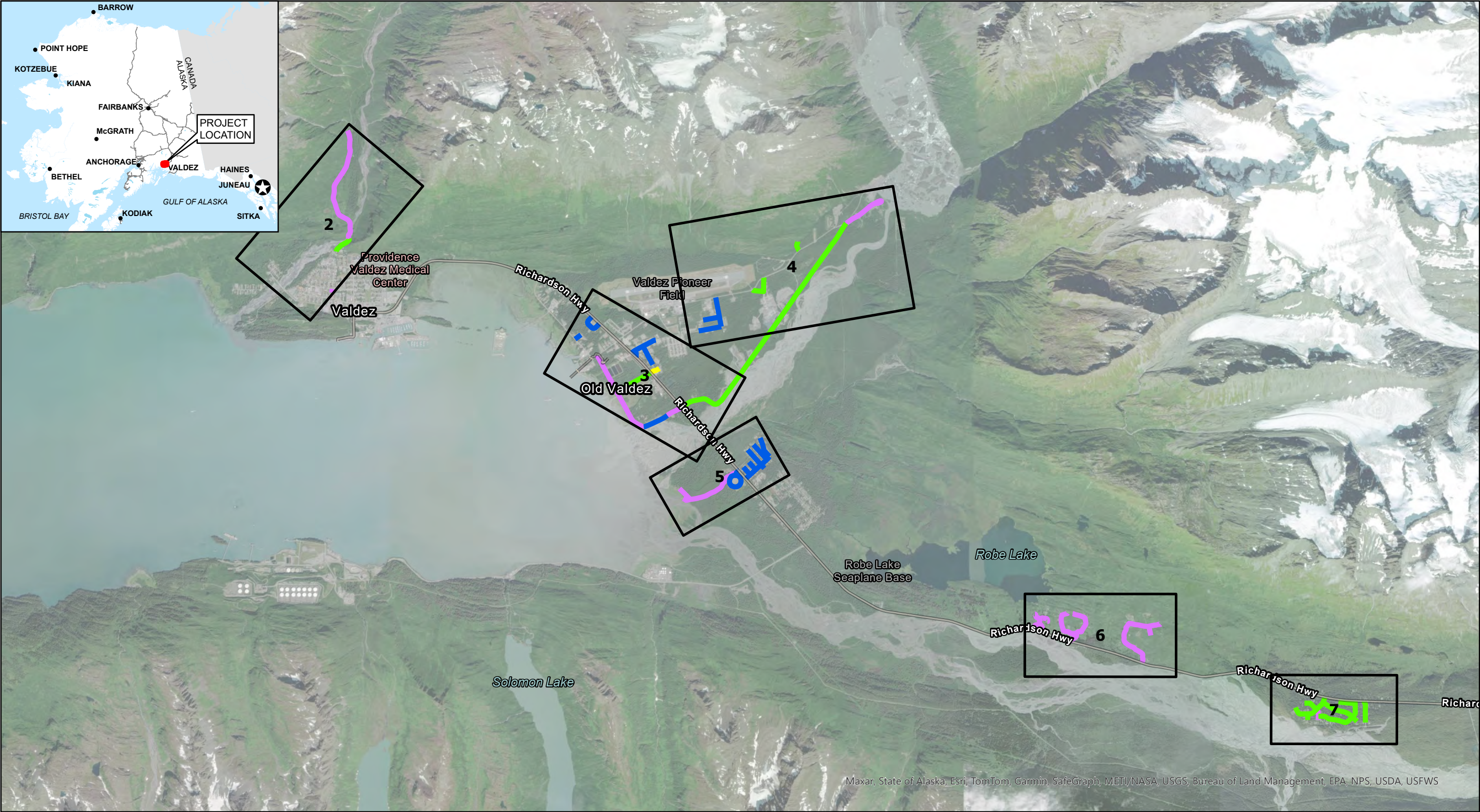
Drainage and Surface Rating


Valdez Rural Roads Assessment



Date: October 17, 2024

Figure 7A



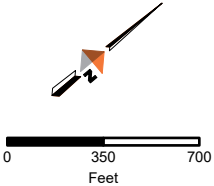
Recommended Typical Section		Recommended Typical Section	
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			Date: October 17, 2024
		Figure 1B	



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Recommended Typical Section

- A
- B
- C
- D



Recommended Typical Section


Valdez Rural Roads Assessment



Date: October 17, 2024

Figure 2B

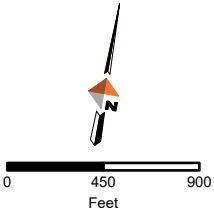


Recommended Typical Section		Recommended Typical Section	
<p>— A</p> <p>— B</p> <p>— C</p> <p>— D</p>		<p>Valdez Rural Roads Assessment</p>	
			<p>Date: October 17, 2024</p>
		<p>Figure 3B</p>	



Recommended Typical Section

- A
- B
- C
- D



Recommended Typical Section

Valdez Rural Roads Assessment



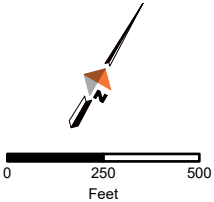
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Figure 4B



Recommended Typical Section

- A
- B
- C
- D



Recommended Typical Section


Valdez Rural Roads Assessment

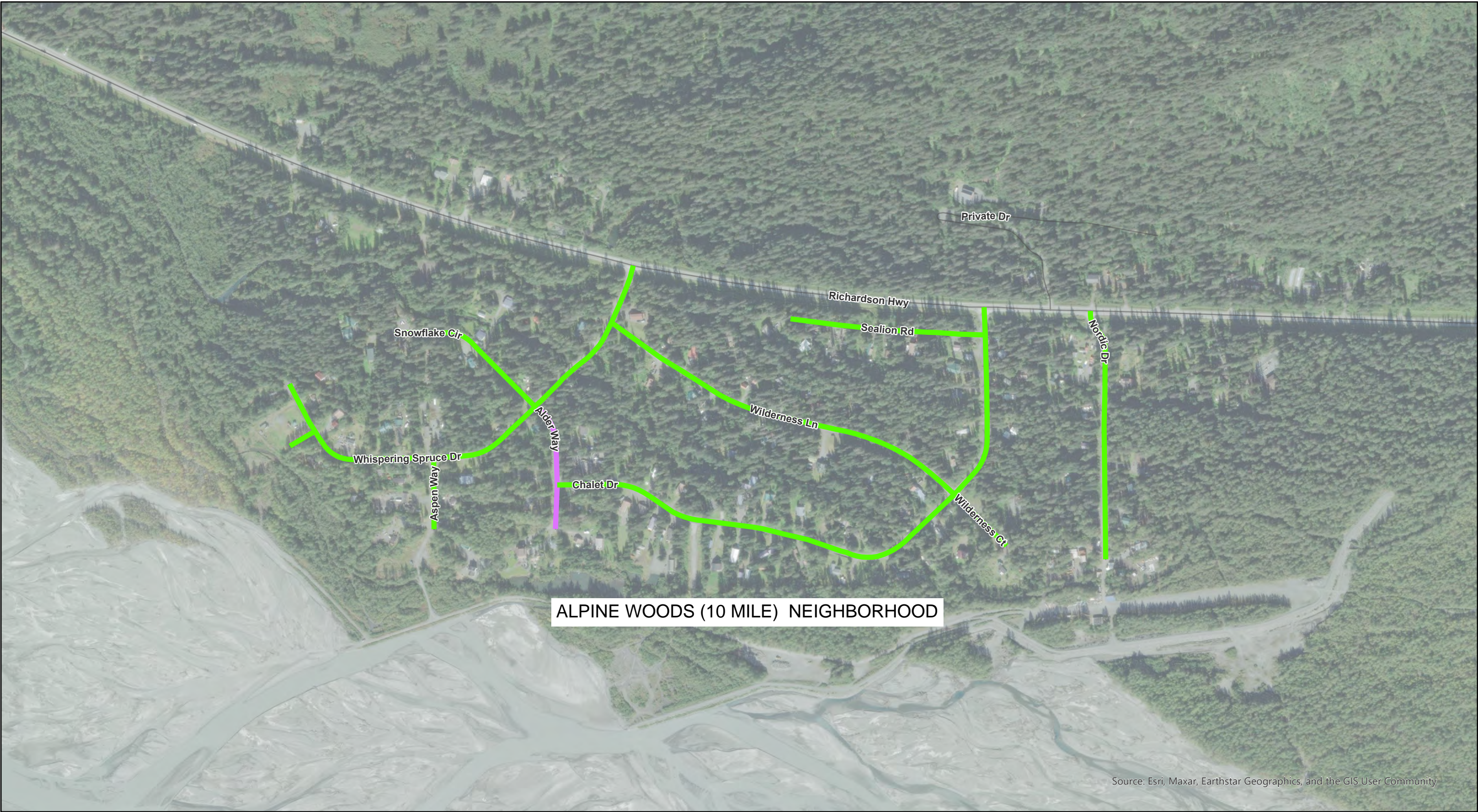


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Figure 5B



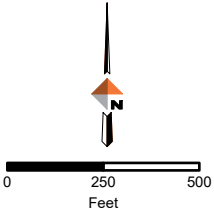
Recommended Typical Section		Recommended Typical Section	
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			Date: October 17, 2024
		Figure 6B	



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Recommended Typical Section

- A
- B
- C
- D



Recommended Typical Section

Valdez Rural Roads Assessment



Date: October 17, 2024

Figure 7B

APPENDIX B:
TABLE OF RATINGS, RECOMMENDATIONS, AND
ESTIMATES

Valdez Rural Roads Assessment - Table of Ratings, Recommendations, and Estimates												
Segment Name	Drainage Rating	Surface Rating	Drainage/ Surface Notes	Recommendations	Intersections with Notable Issues	Road Length (ft)	Est. 12" Culverts (lf)	Est. 18" Culverts (lf)	Est. Asphalt Removal (sy)	Recommended Section	Total EE Cost - Per Road	Total EE Cost - Asphalt Option
10 Mile/ Alpine Woods Neighborhood												
Alder Way	2 - Poor	2 - Poor	Crushed culvert at intersection, drainage issues, berms, saturated surface course	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Alder/ Chalet Alder/ Whispering Spruce	703.3	268.8	30.4		A	\$ 246,389.65	\$ 298,579.58
Aspen Way	2 - Poor	3 - Fair	Minor potholes, minor rutting, berms, no ditches, minor crown	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		387.7	201.6	0		B	\$ 127,952.15	\$ 173,634.46
Chalet Dr	2 - Poor	3 - Fair	12" berms in some locations, minor isolated potholes with one section of moderate potholes, minor rutting, no ditches, isolated areas of segregated material, crown generally adequate, loose gravel	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Chalet/ Alder Chalet/ Sealion	3424.4	761.6	91.2		B	\$ 887,498.51	\$ 1,290,992.13
Cottonwood Ln			unimproved road - organics growing through aggregate	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		157.6	22.4	0		B	\$ 36,194.96	\$ 54,764.81
Nordic Dr	2 - Poor to failed	3 - Fair	Crown good, no ditches, isolated potholes and rutting. Rick wade spoke to us about road issues: (907)255-2199	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1368.6	336	0		B	\$ 351,896.38	\$ 513,157.15
Sealion Rd	2 - Poor	2 - Poor	Poor drainage, no crown, notable separation of fine/ course aggregate, moderate/ severe potholing, minor berms, poor ditching	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Sealion/ Chalet	1058.5	156.8	0		B	\$ 244,786.33	\$ 369,508.32
Snowflake Cir	2 - Poor	2 - Poor	Moderate potholes, minor ruts, significant berms 8", overgrown undefined ditches, aggregate segregation	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Snowflake/ Whispering Spruce	921.4	224	0		B	\$ 236,324.79	\$ 344,892.43
Whispering Spruce Dr	2 - Poor	2 - Poor	Moderate potholes, minor rutting, significant berms 12", some existing ditches but holding water, no defined crown, standing water, crushed culverts - need more cover	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Whispering Spruce/ Alder Whispering Spruce/ Snowflake	2599	515.2	152		B	\$ 682,330.92	\$ 988,568.49
Wilderness Ct	2 - Poor	3 - Fair	Berms, isolated moderate rutting at 1", lack of ditches, minor potholing, minimal crown	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		395.9	134.4	0		B	\$ 111,676.38	\$ 158,324.88
Wilderness Ln	2 - Poor	3 - Fair	Minor ditches exist on 25%, significant gravel berms - some over 6" - prevent drainage, isolated ponding	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		2110.9	537.6	0		B	\$ 547,900.12	\$ 796,625.36
Robe Lake Neighborhoods												
Corbin Loop	2 - Poor	2 - Poor	Aggregate segregation, loose aggregate, severe potholes >6" deep, water running down roadway causing erosion/ rutting, no ditches, no crown, bedrock showing through many areas, crushed culverts	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		5070.9	425.6	0		A	\$ 1,307,408.96	
Cummings Way	3 - Fair	3 - Fair	Minor potholes, isolated severe potholes, segregation, 5" berms, existing overgrown ditches with varying depth, surface course visible, no crown	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Cummings/ Dunning	1074.5	0	152		A	\$ 299,788.75	

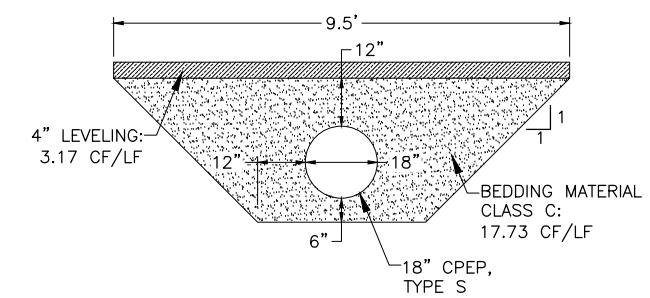
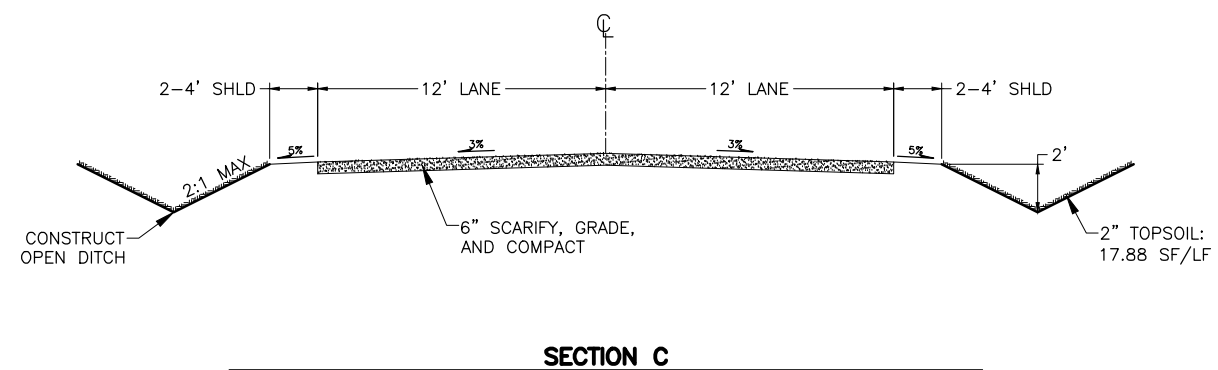
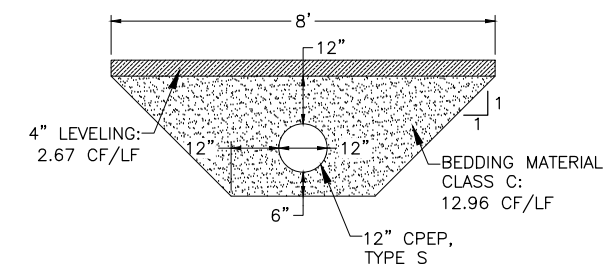
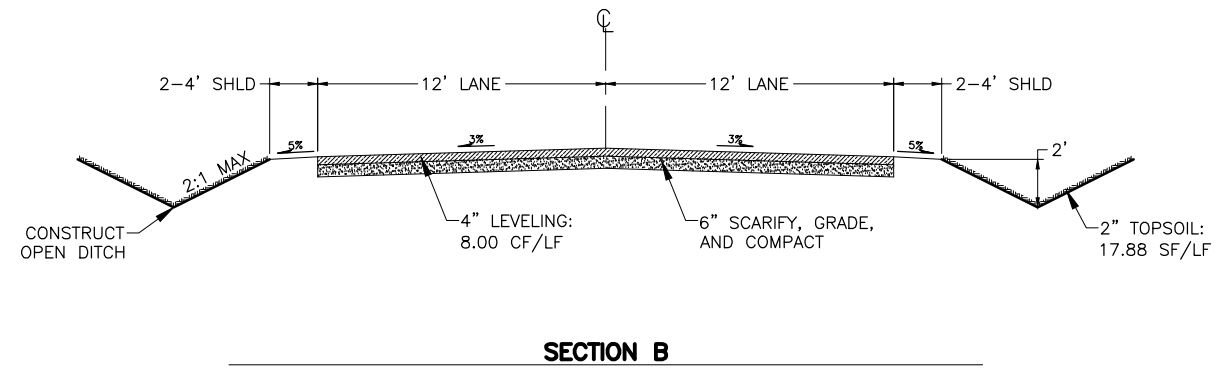
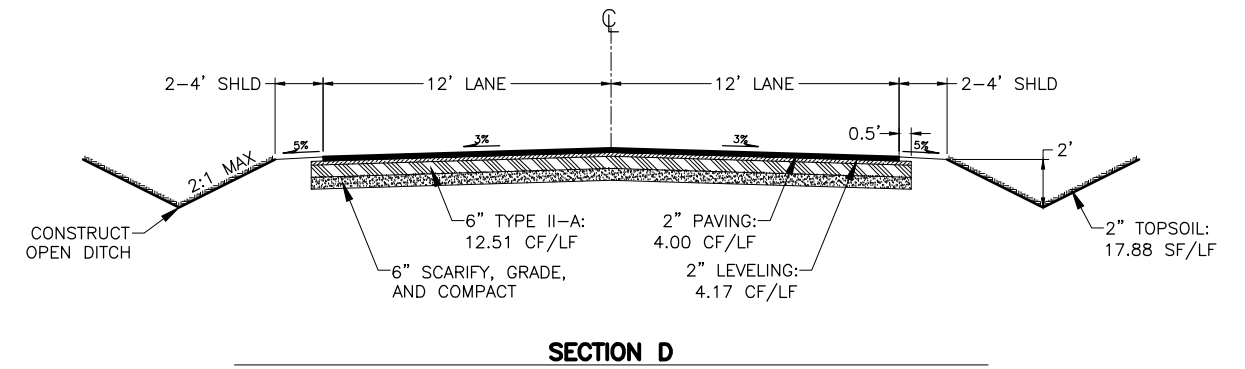
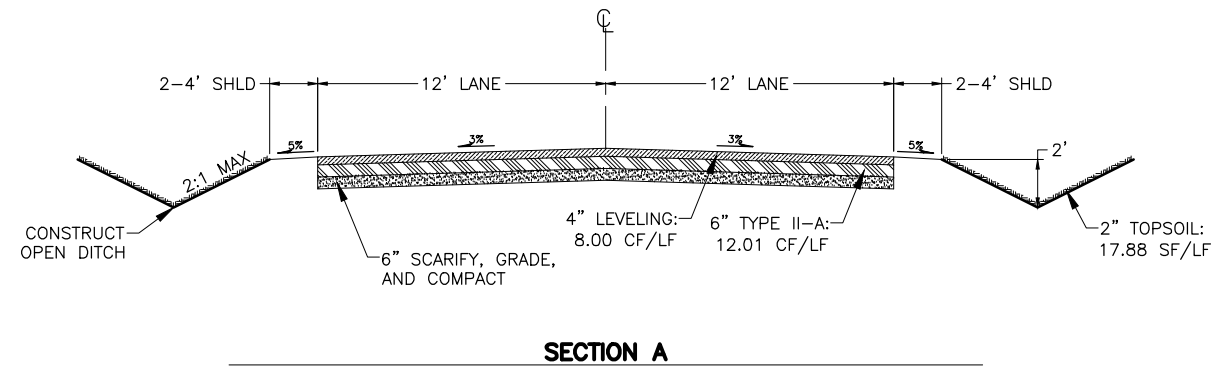
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Segment Name	Drainage Rating	Surface Rating	Drainage/ Surface Notes	Recommendations	Intersections with Notable Issues	Road Length (ft)	Est. 12" Culverts (lf)	Est. 18" Culverts (lf)	Est. Asphalt Removal (sy)	Recomm ended Section		Total EE Cost - Per Road	Total EE Cost - Asphalt Option
Deep Lake Dr	3 - Fair	3 - Fair	Repairs made that resulted in segregation/ loose gravel placed on top, weak crown, some bedrock showing, minor wash boarding in steep areas	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		5232.37	425.6	0		A		\$ 1,345,440.42	
Dunning Dr	1 - Failed	3 - Fair	Unimproved road, No crown, rutting, mud, no ditches, segregation, minor rutting	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Cummings/ Dunning	404.6	0	0		A		\$ 95,296.51	
Lake View Dr	3 - Fair	2 - Poor	Several moderate potholes recently filled with coarse aggregate, no crown, some poor ditches, minor rutting/ erosion, ditches holding water - culverts need clearing/ replacement, bedrock showing in some places	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		559.1	67.2	0		A		\$ 149,535.74	
Sponge Cir				Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		602.38	22.4	0		A		\$ 147,829.97	
Tesslina Lane	3 - Fair	3 - Fair	Segregation, large cobbles, no crown, existing ditches need mucking	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		447.5	22.4	60.8		A		\$ 130,034.24	
Corbin Creek Neighborhood													
Bering St	3 - Fair	3 - Fair to good	Isolated minor potholes towards road entrance, appears to be surface course, some loose gravel, some berms up to 4", existing overgrown ditches, crushed/ overgrown culverts, visible crown	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Bering/ Wood	645.6	156.8	0		C		\$ 144,424.66	\$ 241,616.74
Black Rapids St	3 - Fair	3 - Fair	Isolated minor to moderate potholes at road entrance, appears to be surface course, some loose gravel, good crown, some good ditches, some existing overgrown ditches, some need reestablishing, crushed or missing culverts	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Black Rapids/ Wood	645.6	156.8	0		C		\$ 144,424.66	\$ 241,616.74
Childs St	3 - Fair	4 - Good	Isolated minor to moderate potholes at road entrance, no potholes towards cul de sac, appears to be surface course, some loose gravel, some existing overgrown ditches, some crushed culverts, Good crown, no berms	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Childs/ Wood	1265.7	358.4	0		C		\$ 296,689.49	\$ 487,234.74
Fairweather St	3 - Fair	3 - Fair	Isolated minor to moderate potholes at road entrance, no potholes towards cul de sac, rutting along length of roadway, appears to be surface course, some loose gravel, some berms up to 4", existing overgrown ditches, crushed culverts, good crown	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Fairweather/ Wood	1265.7	403.2	0		C		\$ 308,589.11	\$ 499,134.36

Valdez Rural Roads Assessment - Table of Ratings, Recommendations, and Estimates													
Segment Name	Drainage Rating	Surface Rating	Drainage/ Surface Notes	Recommendations	Intersections with Notable Issues	Road Length (ft)	Est. 12" Culverts (lf)	Est. 18" Culverts (lf)	Est. Asphalt Removal (sy)	Recomm ended Section		Total EE Cost - Per Road	Total EE Cost - Asphalt Option
Mendenhall St	3 - Fair	3 - Fair to good	Isolated minor to moderate potholes at road entrance, no potholes towards cul de sac, appears to be surface course, some loose gravel, some berms up to 4", existing overgrown ditches, crushed culverts	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1347	336	0		C		\$ 303,682.19	\$ 506,466.77
Wood Way	3 - Fair	4 - Good	Some surface course visible, loose gravel, minor beginnings of potholes, good ditches but need mucking, road intersections missing culverts, good crown, berms 4"	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Bering/ Wood Black Rapids/ Wood Childs/ Wood Fairweather/ Wood	2052	246.4	182.4		C		\$ 448,165.76	\$ 757,084.82
Worthington St	3 - Fair	4 - Good	seems like private drive - Good ditches, berms in way of drainage	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		298.4	44.8	0		C		\$ 59,403.26	\$ 104,326.00
Industrial Neighborhoods													
9th	2 - Poor	3 - Fair	Some crown, berms 6", standing water, minor potholes recently regraded, some existing ditches, most overgrown or full, no functioning culverts, surface course mostly in berm, some loose gravel	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	9th/ driveways	1724.4	179.2	60.8		C		\$ 340,797.07	
Atigun Dr	3 - Fair	3 - Fair	Isolated moderate potholes, overgrown ditches, undefined crown, some loose gravel	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1450.5	112	0		C		\$ 260,660.69	
Hobart St	3 - Fair	4 - Good	Established ditches but overgrown, loose aggregate, crown not super defined, end of road doesn't look used	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1045.7	67.2	0		C		\$ 184,319.13	
Mill St	2 - Poor	2 - Poor	Construction in roadway - difficult to grade - intersection fails but rest of roadway is poor to fair	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Mill/ Sawmill	410.9	67.2	0		C		\$ 83,262.46	
N Sawmill Dr	2 - Poor	3 - Fair	Loose gravel, 3" berms, good crown, overgrown ditches or no ditches, ditches holding water, collapsed or missing culverts, minor rutting and potholes, isolated moderate potholes, and significant standing water at asphalt transition	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Sawmill/ 9th Sawmill/ Mill	1740.8	448	91.2		C		\$ 424,147.40	
Rudolph St	3 - Fair	3 - Fair	Mild potholes, isolated moderate potholes and rutting, fair crown, fair ditches, minimal berms, some loose aggregate	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1881	89.6	60.8		C		\$ 341,927.67	
Zurich Loop Rd	3 - Fair	3 - Fair	Minor potholes and rutting, some isolated moderate potholes and severe potholes at intersections, 2" berms causing ponding, ditches and culverts in good condition, surface course present, good crown	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Zurich/ Eiger Zurich/ driveways	1521.9	0	0		C		\$ 242,278.11	

Valdez Rural Roads Assessment - Table of Ratings, Recommendations, and Estimates												
Segment Name	Drainage Rating	Surface Rating	Drainage/ Surface Notes	Recommendations	Intersections with Notable Issues	Road Length (ft)	Est. 12" Culverts (lf)	Est. 18" Culverts (lf)	Est. Asphalt Removal (sy)	Recommended Section	Total EE Cost - Per Road	Total EE Cost - Asphalt Option
Non-Residential Roads												
Airport Rd	1 - Failed	1 - Failed	Severe potholes 30% of road, spalling, no ditches, no defined crown, 3' berms, loose gravel, ponding water, severe potholes 15+ ft wide at end of road	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		3096	112	152		A	\$ 805,667.07	
Alaska Ave - E of hwy	1 - Failed	1 - Failed	No culverts, no crown, severe potholes 6" deep at asphalt break, moderate potholes and rutting rest of road, no ditches, no berms	Recommend paving to 9th due to heavy gas station traffic. Scarify 6", grade, and compact. Place surface course and AC pavement. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Alaska/ Richardson	606.4	89.6	30.4		D	Recommend Asphalt Option	\$ 220,967.28
Alaska Ave - W of hwy	2 - Poor to failing	3 - Fair	Good crown, loose gravel, minor potholes, significant berms, no ditches, standing water at McKinley intersection - road seems recently graded/ potholes covered recently	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Alaska/ McKinley	2478.6	134.4	0		B	\$ 511,369.11	
Copper Ave - Dike	3 - Fair	2 - Poor	Loose cobbles, constructed on dike, steep slopes either side, no crown	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1715.7	0	0		C	\$ 273,130.00	
Copper Ave - E of Dike	1 - Failed	1 - Failed	Severe potholes 10' wide, no ditches, loose cobbles and gravel, no crown, washed out area	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1001.4	44.8	0		A	\$ 247,762.02	
Dayuse Rd	1 - Failed	2 - Poor to failed	No intentional drainage/ ditches, severe potholes, no surface course, no crown	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		604.4	0	30.4		B	\$ 125,332.70	
Empire St	1 - Failed	3 - Fair	No crown, no ditches, no potholes	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		458.8	0	30.4		C	\$ 82,380.22	
Glacier Haul Rd	2 - Poor to failed	3 - Fair to good	Isolated sections of moderate and severe potholes with spalling, berms of up to 3' with large cobbles, standing water, good crown in most areas, no surface course, no drainage or ditches, consistent minor potholes/ wash boarding, loose gravel	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		16476.4	336	243.2	2073.333	B	\$ 3,351,970.63	
Goldfields softball complex	2 - Poor	4 - Good	Isolated moderate potholes at asphalt transition, no ditches, well graded otherwise, some minor rutting, surface course present, no berms, no crown but graded outward, loose surface course	Scarify 6", grade, and compact. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		177.3	0	60.8		C	\$ 46,908.75	
HS&G Access Rd - Blocked Side	1 - Failed	3 - Fair	Half overgrown, boulder blocking entrance, surface course present, moderate potholes, no berms, no ditches	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		876.9	0	30.4	133.3333	B	\$ 179,299.74	
HS&G Access Rd - Usable Side	2 - Poor	2 - Poor	Moderate potholes ~50%, berms, asphalt patch, no ditches no defined crown	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		720.7	0	91.2	4.444444	B	\$ 166,391.21	

Valdez Rural Roads Assessment - Table of Ratings, Recommendations, and Estimates													
Segment Name	Drainage Rating	Surface Rating	Drainage/ Surface Notes	Recommendations	Intersections with Notable Issues	Road Length (ft)	Est. 12" Culverts (lf)	Est. 18" Culverts (lf)	Est. Asphalt Removal (sy)	Recomm ended Section		Total EE Cost - Per Road	Total EE Cost - Asphalt Option
McKinley St - Airport to Alaska	1 - Failed	2 - Poor	Appears to be recently regraded and under construction/ improvement. Minor to moderate potholes, wash boarding, berms, no ditches, undefined crown, large culvert with no cover	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	McKinley/ Alaska	2544.8	22.4	60.8		A		\$ 624,016.87	
McKinley St - Alaska to Copper	1 - Failed	1 - Failed	Severe potholes up to 12" deep, washed out road, berms, some ditch, not compacted, no crown, no surface course, Some unmaintained ditches, berms 3" block ditches	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	McKinley/ Alaska	2942	112	60.8		A		\$ 741,369.69	
Mineral Creek Rd - N of bridge	1 - Failed	1 - Failed	Severe potholes 6" deep - 75% of road, some ditches but full of standing water, many blocked/ crushed culverts with no cover, bedrock showing in many areas, no crown, no surface course, loose gravel, some loose cobbles, some washout areas, some berms, broken fence blocking steep drop	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		7720.2	291.2	0		A		\$ 1,895,706.73	
Mineral Creek Rd - S of bridge	2 - Poor to failed	2 - Poor to Fair	No surface course, some cobbles show through surface, loose gravel, no ditches, water running across road, some berms, no crown, minor potholes	Scarify 6", grade, and compact. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		1089.7	0	30.4		B		\$ 218,467.04	
Old Cemetery Rd	1 - Failed	1 - Failed	No surface course but compacted base course, significant potholes/ rutting - 6" deep, mud from organic buildup, no berms, no ditches, no crown, missing culverts	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Old Cemetery/ Walter Day Memorial	963.7	0	60.8		A		\$ 245,666.38	
Tasuna Ln	1 - Failed	1 - Failed	Unimproved road, no structural section, no drainage, saturated organics causing mud	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		229	22.4	0		A		\$ 59,886.79	
Walter Day Memorial Rd - End of Road Past Old Cemetery	1 - Failed	1 - Failed	Severe potholes 12" deep and 20' wide	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Old Cemetery/ Walter Day Memorial	486.9	0	0		A		\$ 114,680.85	
Walter Day Memorial Rd - Start of Road to Clearing	2 - Poor to failed	3 - Fair	Minor potholes, significant berms, isolated standing water, some crown	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.		2591	44.8	60.8		A		\$ 640,848.29	
Walter Day Memorial Rd - Clearing to End of Road	1 - Failed	2 - Poor	No crown, moderate potholes, standing water, no ditches, minor berms, no surface course	Scarify 6", grade, and compact. Add base course. Add surface course. Address berms, establish ditches, and reestablish crown. Replace damaged culverts.	Old Cemetery/ Walter Day Memorial	1131	0	91.2		A		\$ 294,412.78	

APPENDIX C:
TYPICAL SECTIONS FOR RECOMMENDED
IMPROVEMENTS



VALDEZ RURAL ROADS ASSESSMENT
TYPICAL SECTIONS FOR RECOMMENDED IMPROVEMENTS
PER LINEAR FOOT (LF)

APPENDIX D:
MODIFICATIONS TO SPECIFICATIONS

MODIFICATIONS AND TO CITY OF VALDEZ STANDARD SPECIFICATIONS

The following listed provisions are amended as hereinafter stated:

DIVISION 20 STANDARD CONSTRUCTION SPECIFICATIONS FOR EARTHWORK

SECTION 20.21 GRADING EXISTING SURFACES

Article 21.2 Construction

Delete this Article in its entirety and replace with the following:

To the extent indicated on the Drawings, and as directed by the Engineer, the Contractor shall scarify, grade, and compact the existing ground. Prior to grading, the ground surface shall be scarified, plowed, steeped or broken up in such a manner that the top 6" of material will blend with the existing surface.

When grading, material should first be brought inward, to create a windrow. The windrow should then be graded outwards, keeping the established crown of the road intact and grading only so far as the existing edge of road. Berms should not be created during grading. Material removed from the high areas shall be used to fill the depressions.

Loose material should be compacted immediately following grading, using a vibratory compaction roller to prevent the premature creation of ruts, segregation, and loss of fine material. For roads, the required compaction shall be ninety percent (90%) of the maximum density. Graded material which is excessively wet shall be aerated by means of blade graders, harrows, or other suitable equipment until the moisture content is satisfactory.

When the bid item is "Grading Existing Surfaces," no separate payment will be made for "Usable Excavation."



DOWL Project No.: TBD

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 19, 2025 and shall expire September 30, 2026 between **City of Valdez, 300 Airport Road, Suite 201, Valdez, AK 99686 (Client)** and **DOWL, 5015 Business Park Boulevard, Suite 4000, Anchorage, AK 99503 (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:

Paving and drainage repairs in Corbin Creek Neighborhood, along with gravel surface and drainage repair for Sawmill Drive, Mills Street, and 9th Street.

Representatives: **CLIENT:** Brad Sontag

DOWL: LaQuita Chmielowski, PE, LEED AP

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a **Fixed Price Lump Sum Basis**, (with a not-to-exceed total of \$107,817.00). DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

<u>Phase</u>	<u>Fee</u>
Survey.....	\$24,600
50% Design.....	\$46,991
Construction Documents.....	\$36,226
Total:	\$107,817

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)
Exhibit A - Scope of Services
Exhibit B - Fee Estimate

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for **Client:**

By: _____

Title: _____

Date: _____

Accepted for **DOWL:**

By: _____

Title: _____

Date: _____

Tax ID No or SSN: 92-0166301



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters

concerning such products or issuances;

3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and



omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible.

3. A party's total liability to the other party and anyone claiming by, through or under the other party for any claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Alaska, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Alaska, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

J. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

M. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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Exhibit A to Standard Agreement for Professional Services

Scope of Services

Scope

Based on the Valdez Rural Roads Assessment (written by DOWL and dated March 27, 2025), the City of Valdez wants to pursue repair work to Corbin Creek Neighborhood, Sawmill Drive, Mills Street, and 9th Street. Corbin Creek Neighborhood is a residential neighborhood that currently has gravel roads with shallow ditches. The project design will include the following:

- The neighborhood roads will be re-graded to address drainage issues and paved with asphalt. The ditches will be cleaned out and regraded as necessary.
- The majority, if not all, of the driveway culverts will need to be replaced.
- Approximately six snow storage sites exist in the neighborhood. We will evaluate the topographic survey and address drainage issues at the snow storage sites and provide asphalt pavement up to the storage areas.
- Paving of Corbin Creek Neighborhood will be shown as an Additive Alternate; while the Base Bid will include road and ditch grading, culverts, and gravel surface.

Sawmill Drive, Mills Street, and 9th Street are in an industrial area. These roads are topped with gravel and currently there is limited to nonexistent drainage facilities. The roads will be regraded as needed and include ditches or storm drainpipes to address the drainage issues. These roads will remain gravel.

Survey

DOWL will conduct a topographic survey of Corbin Creek Neighborhood, Sawmill Drive, Mills Street, and 9th Street. A surveyed basemap of these roads is required to adequately assess the drainage problems and provide grading corrections. The survey basemap will include ROW and property lines, ground based topography, and utilities that are located during the field work. We will call for locates before the survey crew arrives as at the site. An existing conditions basemap will be created in AutoCAD format from the surveyed information. The survey will extend approximately 15-ft beyond the ROW to aid in assessing the drainage patterns and design work.

Construction Documents

We will prepare signed construction documents for Corbin Creek Neighborhood that show regrading, ditches, culverts, driveway aprons to the extent needed, and paving.

We will prepare signed construction documents for Sawmill Drive, Mills Street, and 9th Street that show regrading and gravel surfacing, along with drainage improvements.

A 50% set of design drawings will be provided for review and commenting by COV. We will discuss any review comments and revise the plans and proceed to a 95% set of plans for review and commenting by COV. Once the 95% set of plans have been accepted, we will finalize and sign the construction documents.

The two work areas will be shown in a single plan set. We estimate the plan set will be 50 to 60 sheets and will consist of a cover sheet, survey control, demolition and existing conditions, site layout, grading and stormwater information, road cross sections, and details. The paving or gravel surfacing of the roads will not require significant regrading and will not require profiles of the roads. We will capture the grading information with plan view sheets of the area.



CA Services

These services for work described above will be provided under a separate proposal.

Assumptions

- Design for new or relocated water, sewer, gas, electric, and communication utility design is not included.
- Wetlands permitting is not required.
- Floodplain mapping is not required.
- We will base the pavement and gravel road sections on the Valdez Rural Roads Assessment. No additional geotechnical work is included.
- We will reference COV standard specifications. Separate specifications will not be provided.
- Permitting is not required.
- The disturbance area for Corbin Creek Neighborhood is approximately 15 acres; and Sawmill Drive, Mills Street, and 9th Street disturbance area is approximately 6 acres. Both sites will require a SWPPP. We assume the contractor will provide this.
- Topographic surveys for both project sites can be completed at the same time with one mobilization to Valdez by the survey crew. Survey will be conducted when site is free of ice and snow. Construction staking is not included.
- COV will review and provide comments on the 50% and 95% set of plans. We will schedule a review meeting to discuss and address the comments. Each review meeting will be approximately 1-hour via Teams.
- Quantities and estimates are not included.
- Depending on the level of detail needed to capture the stormwater improvements, we are expecting to produce 50 to 60 sheets in the plan set. There will be a single plan set covering Corbin Creek Neighborhood, Sawmill Drive, Mills Street, and 9th Street.
- Bidding services are not included.
- Grading of the roads is limited to reshaping and improving for proper drainage. The alignment and width of the roads will remain unchanged.



DOWL Project No.: TBD

Exhibit B to Standard Agreement for Professional Services Payment Schedule and Reimbursable Expenses



<div> <div>Project: Valdez Rural Road Repair</div> <div>Client: City of Valdez</div> <div>Project or Contract #: TBD</div> <div>6/19/2025</div> </div>							<div>Prepared By:</div> <div>N. Conway</div> <div>Reviewed By:</div> <div>L. Chmielowski</div>
Summary							
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Phase 1 - Survey	1	Topographic Survey and CAD Basemap	-	\$ -	\$ 24,600.00	\$ -	\$ 24,600.00
	2		-	\$ -	\$ -	\$ -	\$ -
	3		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other <div></div> Subtotal	-	\$ -	\$ 24,600.00	\$ -	\$ 24,600.00
Phase 2 - 50% Design	1	Project Management	6	\$ 1,408.00	\$ -	\$ -	\$ 1,408.00
	2	Design Drawings	-	\$ -	\$ -	\$ -	\$ -
	3	Site Plan Model	30	\$ 5,886.00	\$ -	\$ -	\$ 5,886.00
	4	Grading Model	42	\$ 8,258.00	\$ -	\$ -	\$ 8,258.00
	5	Stormwater Model	30	\$ 5,930.00	\$ -	\$ -	\$ 5,930.00
	6	Cover Sheet	4	\$ 776.00	\$ -	\$ -	\$ 776.00
	7	Survey Control Sheet	2	\$ 388.00	\$ -	\$ -	\$ 388.00
	8	Demolition/Existing Condition Sheet	16	\$ 3,148.00	\$ -	\$ -	\$ 3,148.00
	9	Site Plan Sheet	26	\$ 5,066.00	\$ -	\$ -	\$ 5,066.00
	10	Grading and Stormwater Sheet	38	\$ 7,438.00	\$ -	\$ -	\$ 7,438.00
	11	Sections and Details Sheet	16	\$ 3,148.00	\$ -	\$ -	\$ 3,148.00
	12	Internal QA/QC	22	\$ 4,852.00	\$ -	\$ -	\$ 4,852.00
	13	COV Review Meeting	3	\$ 693.00	\$ -	\$ -	\$ 693.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other <div></div> Subtotal	235	\$ 46,991.00	\$ -	\$ -	\$ 46,991.00
Phase 3 - Construction Docs	1	Project Management	6	\$ 1,408.00	\$ -	\$ -	\$ 1,408.00
	2	Address Comments from COV 50% Design Review	8	\$ 1,574.00	\$ -	\$ -	\$ 1,574.00
	3	Design Drawings	-	\$ -	\$ -	\$ -	\$ -
	4	Site Plan Model	20	\$ 3,924.00	\$ -	\$ -	\$ 3,924.00
	5	Grading Model	34	\$ 6,662.00	\$ -	\$ -	\$ 6,662.00
	6	Stormwater Model	24	\$ 4,700.00	\$ -	\$ -	\$ 4,700.00
	7	Cover Sheet	2	\$ 388.00	\$ -	\$ -	\$ 388.00
	8	Survey Control Sheet	1	\$ 194.00	\$ -	\$ -	\$ 194.00
	9	Demolition/Existing Condition Sheet	10	\$ 1,962.00	\$ -	\$ -	\$ 1,962.00
	10	Site Plan Sheet	20	\$ 3,902.00	\$ -	\$ -	\$ 3,902.00
	11	Grading and Stormwater Sheet	26	\$ 5,066.00	\$ -	\$ -	\$ 5,066.00
	12	Sections and Details Sheet	6	\$ 1,186.00	\$ -	\$ -	\$ 1,186.00
	13	Internal QA/QC	14	\$ 2,982.00	\$ -	\$ -	\$ 2,982.00
	14	95% COV Review Meeting	3	\$ 693.00	\$ -	\$ -	\$ 693.00
	15	Address COV 95% Comments	6	\$ 1,186.00	\$ -	\$ -	\$ 1,186.00
	16	Internal QA/QC	2	\$ 399.00	\$ -	\$ -	\$ 399.00
	<input type="checkbox"/> T&M	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Other <div></div> Subtotal	182	\$ 36,226.00	\$ -	\$ -	\$ 36,226.00
TOTAL			417	\$ 83,217.00	\$ 24,600.00	\$ -	\$ 107,817.00



Legislation Text

File #: ORD 25-0007, **Version:** 1

ITEM TITLE:

#25-07- Amending Chapter 2.24 of the Valdez Municipal Code Titled Code of Ethics. First Reading. Public Hearing.

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

FISCAL NOTES:

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

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

The City Council requested a review of the city code of ethics and clarification regarding what constitutes a conflict of interest for city officials. After a review of Chapter 2.24 - Code of Ethics, the City Attorney found the existing language to be over restrictive, taking into consideration that Valdez is a small community. The proposed amendments to Chapter 2.24 align with current language in State Statute.

Ordinance #25-07 was amended on 06/17/25 at first reading following public hearing. The attached ordinance requires a new public hearing.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 2.24 OF THE VALDEZ MUNICIPAL CODE TITLED CODE OF ETHICS

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

Section 1: Title 2, Chapter 2.24, of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 2.24

CODE OF ETHICS

Sections:

- 2.24.010 Title
- 2.24.015 Purpose.
- 2.24.020 Definitions.
- 2.24.030 Prohibited acts.
- 2.24.040 Business dealings with city.
- 2.24.050 Enforcement.
- 2.24.060 Advisory opinions.
- 2.24.070 Penalties—Forfeited position—Exemptions—Injunction.
- 2.24.080 Distribution of code of ethics.
- 2.24.090 Application of state statutes.

2.24.010 Title

This chapter may be cited and referred to as the Code of Ethics.

2.24.015 Purpose.

A. The purpose of this chapter is to set reasonable standards of conduct for elected and appointed city officials, and for city employees so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the standards of conduct demanded of persons in like office and position. However, it is not the intent of this chapter to set unreasonable barriers that will serve

only to deter aspirants from public service, but rather it is recognized that Valdez is a small, isolated community with a limited pool of talented people from which to draw its leaders. These factors are to be considered in the construction and application of these provisions.

B. This chapter is also intended to establish a process which will ensure that complaints or inquiries regarding the conduct of elected and appointed city officials and employees are resolved in the shortest practicable time in order to protect the rights of the public at large and the rights of the elected or appointed official. (Ord. 22-09 § 1; prior code § 8A-1)

C. Where provisions of this chapter differ from the common law principle that an appearance of impropriety alone is sufficient to establish a conflict of interest or an ethical violation, the provisions of this chapter supersede the common law.

D. Nothing in this chapter shall be interpreted to create a private cause of action against an official, executive, or employee of the municipality.

2.24.020 Definitions.

A. As used in this chapter:

“City employee” or “employee” means any person employed or retained by the city, whether full-time or part-time, temporarily or permanently and includes, but is not limited to, all contract employees and volunteers.

“City official” or “official” means a person who holds elective or appointive office under the Charter or ordinances of the city, or who is a member of a city board, commission, committee, task force or other agency of the city.

“Engaging in business” or “engage in business” means submitting a written or oral proposal or bid to supply goods, services or other things of value, or furnishing goods, services or other things of value, for consideration or otherwise entering into any contract or transaction with the city including but not limited to the lease, sale, exchange or transfer of real or personal property.

“Substantial financial interest” means a direct or indirect monetary ~~pecuniary~~ or material benefit, privilege, interest, or contractual relationship accruing to a city official or employee as a result of the city’s consideration of a matter. A determination that an employee or official has a substantial financial interest in a matter must be considered on a case-by-case basis pursuant to Section 2.24.030(A). ~~a contract or transaction by or with the city except for such contracts or transactions which by their terms and by substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. A financial interest does not include city paid remuneration for official duties or city employment. A person has a financial interest in a decision if a substantial possibility exists that a financial interest of that person might vary with the outcome of the decision. A financial interest of an employee or official includes:~~

- ~~1. Any financial interest of a member of that person's immediate family;~~
- ~~2. Any financial interest in an entity in which that person or a member of his immediate family has an ownership interest, or is a director, officer or employee;~~
- ~~3. Any financial interest of a person or entity with whom the employee or official or a member of his immediate family or an entity described in subsection 2 of this definition has or is likely to acquire a contractual relationship relating to the transaction in question.~~

"Gratuity" means a thing having value given voluntarily or beyond lawful obligation. Gratuities that are not connected with the recipient's status as a public servant are outside the scope of this chapter.

"Harassment" means unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, ancestry, religion, national origin, age, gender, sex, pregnancy, sexual orientation, marital status, disability, genetic information, or veteran status. Harassment may include unwelcome conduct that occurs outside of work during non-work hours if it has consequences in the workplace. Harassment does not include a minor annoyance or disappointment that an employee may encounter in the course of performing the employee's work. Harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment; or
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Immediate family" of a person means anyone related to that person by blood or current marriage or adoption in a degree up to and including the fourth degree of consanguinity or affinity or any relative or nonrelative who lives in that person's household.

"Official act" or "action" means participation in a process, including deliberation, in which a decision or recommendation is reached. Official action does not include: ~~any legislative, administrative, appointive or discretionary act of any officer or employee of the city or any agency, board, committee or commission thereof.~~

1. Clerical or ministerial action on a matter. For purposes of this chapter, ministerial describes an act or duty that conforms to an instruction of prescribed procedure with limited or no use of judgment by the person performing the act or duty.
2. Action on a matter that does not substantially evaluate or impact the merits of the recommendation or decision.

"Organization" means any corporation, partnership, firm or association, whether organized for profit or nonprofit.

"Political activity" means any act for the purpose of influencing the nomination or election of any person to public office, or for the purpose of influencing the outcome of any ballot proposition or question. Informing the public about a ballot proposition or question without

attempting to influence the outcome of the ballot proposition or question is not political activity.

“Sexual harassment” means unwelcome sexual advances, or requests for sexual favors, or verbal/physical/visual conduct of a sexual nature when:

1. Submission to the conduct is made an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating or hostile work environment. (Ord. 22-09 § 1; prior code § 8A-2)

2.24.030 Prohibited acts.

A. Conflicts of interest.

1. Intent. The city recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without personal and financial interests in the decisions and policies of government. Standards of ethical conduct must distinguish those minor and inconsequential conflicts that are unavoidable in a free society, and those conflicts of interest that are substantial and material. This chapter is not intended to preclude employee or official participation in volunteer activities or on behalf of non-profit corporations.

2. Public interest. Officials and employees shall place the public interest above any financial or private interest when taking official action. If a public official employee’s relationships or interests prevent the servant from placing the public interest above a financial or private interest, or will diminish the public trust, the public servant shall disclose this fact on the record and may be excused from participation.

3. General Rule. An official or employee shall not participate in an official action in which they or a member of their immediate family has a substantial financial interest. Prior to participation in official action, the official or employee shall disclose financial interests for determination of whether they are substantial.

4. Substantial financial interest determination. Whether the financial interest disclosed is substantial shall be determined on a case-by-case basis, with evaluation and balancing of these factors:

a. Whether the financial interest is a substantial part of the matter under consideration.

b. Whether the financial interest directly and substantially varies with the outcome of the official action.

c. Whether the financial interest is immediate and known or conjectural and dependent on factors beyond the official action.

d. Whether the financial interest is significant monetarily.

e. Whether the financial interest is of a type which is generally possessed by the public or a large class of persons to which the member belongs.

f. Other factors deemed appropriate by the presiding official under the specific circumstances of the disclosure and the nature of the action.

4. Procedure for disclosure.

a. Employees: Employees who identify a potential financial interest requiring disclosure shall disclose to their department director the nature of the interest and how the employee's duties could influence the official action. The department director shall determine if the interest is substantial or refer the matter to the city attorney for an advisory opinion.

b. Directors: Directors who identify a potential financial interest requiring disclosure shall disclose to the city manager the nature of the interest and how the director's duties could influence the official action. The city manager shall determine if the interest is substantial or refer the matter to the city attorney for an advisory opinion.

c. City manager and city clerk: A city manager or city clerk who identifies a potential financial interest requiring disclosure shall disclose to the city attorney the nature of the interest and how the city clerk or city manager's duties could influence the official action. The city attorney shall issue an advisory opinion, which may be shared with the city council.

d. Board members and elected officials: A board member or elected official who identifies a potential financial interest requiring disclosure should seek an advisory opinion from the city attorney in advance of the meeting during which the issue implicating the financial interest is taken up. The following procedure applies:

i. Prior to comment, deliberation, or decision on a matter coming before the body, the official shall disclose the nature of the interest in sufficient detail to permit the other members of the body to determine if the interest is substantial.

ii. The presiding officer shall make an initial ruling on whether a disclosed financial interest is substantial, the decision of the presiding officer may be overridden by the majority vote of the body.

iii. The member of the body making the disclosure shall not rule or vote on whether the financial interest is substantial.

iv. A member or official shall not be sanctioned for acting in compliance with the determination of the body if the financial interest is fully and fairly disclosed.

v. The jurisdiction of the body to determine a violation under this chapter by an elected official for participation in a matter after disclosure of a financial interest is expressly limited to the sufficiency of the disclosure.

A. ~~Official Action. A city official or employee shall not participate in any official action in which he has a financial interest. An official or employee who is a voting member of the city council or a city board, commission or other agency shall publicly disclose any existing or potential financial interest in any matter before the council, board, commission or agency before debate or vote upon the matter and may not participate in the debate or vote upon the decision. No official or employee may testify before the council, board, commission or other agency without first disclosing any financial interest which the official or employee has in the subject of the testimony.~~

B. Business Prohibition. No official or employee may engage in business with the city when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction at issue. No official or employee shall attempt to influence the city's selection of any bid or proposal, or the city's conduct of business, in which the official or employee has a substantial financial interest. Newly elected or appointed officials and newly hired employees who have preexisting contracts with the city may fulfill the terms and conditions of such contracts without penalty.

C. Use of Office for Personal Gain. No official or employee shall seek or hold office or position for the purpose of obtaining anything of value for themselves, himself, their his immediate family or a business that they he owns or in which they he holds an interest or for any matter in which they he have has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for that office or position.

D. Representing Private Interests. No official or employee shall represent, for compensation, or assist those representing private business or personal interests before the city council, administration, or any city board, commission or agency. Nothing herein shall prevent an official from making verbal or written inquiries on behalf of constituents or the general public to elements of city government or from requesting explanations or additional information on behalf of such constituents. No official may solicit a benefit or anything of value or accept same from any person for having performed this service. This subsection shall not apply if the official or employee, is a party or has an ownership interest or a private interest in an adjudicatory matter before the public body; or the official or employee is appearing at the specific request of the elected or appointed public body.

E. Confidential Information. No official or employee may disclose information he knows to be confidential concerning the property, government, or affairs of the city unless authorized or required by law to do so.

F. Outside Activities. An official or employee may not engage in business or accept employment with, or render services for, a person other than the city or hold an office or position where that activity or position is incompatible with the proper discharge of his city duties. ~~or would tend to impair his independence of judgment in performing his city duties.~~ This prohibition shall include but not be limited to the following activities:

1. During the term of employment, a city employee shall not be eligible for election to a city office. A city employee shall not be eligible for appointment to a city board that has oversight over the department of employment of that employee.

~~2. A person who holds an appointed city office shall not be eligible for employment with the city, during their term of office, in the department that the appointed office or board has jurisdiction over until one year has elapsed following the term of appointment. An exception may be made with the approval of four or more members of the city council.~~

2. ~~3.~~ Pursuant to Section 2.3 of the Valdez City Charter, a person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment with the city until one year has elapsed following the term for which he was elected or appointed. An exception may be made with the approval of four or more members of the city council.

G. Gratuities.

1. General rule. No official or employee shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city. No official or employee shall give a gratuity to another official or employee for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official or employee. This subsection does not prohibit accepting:

1. A meal.

2. Discounts or prizes that are generally available to the public or large sections thereof.

3. Gifts presented by employers in recognition of meritorious service or other civic or public awards.

4. A candidate for public office accepting campaign contributions.

5. An occasional nonpecuniary gift insignificant in value.

6. Tickets, including entry and meal, to events held by a non-profit organization.

7. Any gift which would have been offered or given to the official or employee ~~him~~ if they ~~he~~ were not an official or employee.

H. Use of City Property. No official or employee may request or permit the use of city vehicles, equipment, materials or property for a noncity purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council.

I. Political Activities—Limitations of Individuals. Appointed officials and employees may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing appointed officials or employees from exercising their voting franchise, contributing to a campaign

or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the city.

J. Political Activity—Limitation on City Government. The city may prepare and disseminate general, objective information about the issues to be voted on in local elections. Such material shall be devoid of biased statements or slant and, where appropriate, may contain pro and con statements of equal weight and value.

K. Influencing Another Council Member's Vote. A city council member may not attempt to influence another council member's vote or position on a particular item through contact with a city council member's employer or by threatening financial harm to another city council member.

L. Harassment and Discrimination. The city will not tolerate, condone, or permit unlawful harassment, including sexual harassment, or discrimination on the basis of race, religion, color, national origin, age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. All officials or employees who instigate or participate in unlawful harassment, including sexual harassment, or discrimination against any employee or official will be subject to disciplinary action. All officials and employees shall also refrain from discriminating against or harassing citizens and others while acting in an official capacity.

M. Retaliation. It is a violation of law to retaliate against a person who has opposed practices forbidden under Alaska Statutes Sections 18.80.220 through 18.80.280 or who has reported or participated in the investigation of an allegation of harassment or discrimination. An employee or official may not engage in retaliation. All officials or employees who instigate or participate in retaliation against any employee or official will be subject to disciplinary action.

N. Hostile Work Environment. Discriminatory behavior or harassment sufficiently severe or pervasive to alter the conditions of the subject's employment and to create a hostile work environment violates Alaska Statutes Section 18.80.220 and is prohibited. All officials or employees who instigate or participate in unlawful harassment or discrimination that creates a hostile work environment will be subject to disciplinary action. (Ord. 22-09 § 1; Ord. 94-13 § 1; Ord. 94-12 § 1; prior code § 8A-3)

2.24.040 Business dealings with city.

In accordance with Section 12.4 of the Charter of the city of Valdez:

A. Before a city official or employee, or an organization or entity in which the official or employee has a financial interest, engages in business with the city, the official or employee shall file with the city clerk a statement, under oath, setting forth the nature of such business dealings and their his interest therein, not less than ten days before the date when official action may be taken by the council or by any officer, employee, commission or other agency of the city upon the matter involved. If all other provisions of this chapter are complied with, the statement shall be sufficient for continuing transactions of a similar or like nature for one year from the date of its filing. However, if an employee

or official has violated any of the provisions of this chapter, ~~they~~ he shall be precluded from dealing with the city on that particular matter.

B. Upon taking office, or upon subsequently acquiring the interest, an official or employee shall file with the city clerk a statement disclosing any financial interests of the official or employee in an organization engaging in business with the city. (Ord. 22-09 § 1; prior code § 8A-4)

2.24.050 Enforcement.

A. The city council shall have the primary responsibility for the enforcement of this chapter with regard to the conduct of city officials and shall ensure that a determination of the validity of a complaint is made within thirty days or as soon as practicable after receipt of the complaint. The city manager shall have the primary responsibility for the enforcement of this chapter with regard to the conduct of employees pursuant to the personnel regulations and other applicable policies.

B. With regard to complaints regarding the conduct of city officials, the city council may direct the city attorney to investigate or prosecute any apparent violation of this chapter or it may employ or appoint any qualified attorney to investigate or prosecute any violation or series of violations by one or more persons of this chapter. The city council may establish policies and procedures related to the investigation of complaints against city officials for violation of any portion of this chapter. Investigation of complaints regarding the conduct of employees or complaints made by employees regarding the conduct of the city manager shall proceed in accordance with the personnel regulations.

C. Any person who believes that a violation of any portion of this chapter has occurred may file a complaint with the city attorney, city manager or the city council. Complaints by employees related to the conduct of other employees or the city manager shall be made in accordance with the personnel regulations. However, nothing in this chapter shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority. A complainant who is also an employee or official shall be protected from any official acts of retaliation for filing a complaint that has a reasonable foundation. (Ord. 22-09 § 1; prior code § 8A-5)

2.24.060 Advisory opinions.

A. Where any official or employee has a doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein, ~~they~~ he may apply in writing to the city attorney for an advisory opinion. The official or employee shall have the opportunity to present ~~their~~ his interpretation of the facts at issue and of the applicability of provisions of the chapter before such advisory opinion is made.

B. Such opinion until amended or revoked shall be binding on the city in any subsequent actions concerning the public official or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. An advisory opinion shall be applicable and binding only to the particular set of facts and instance of conduct for which it was requested and shall have

no force or effect for purposes of general application. Such opinion shall not be binding or admissible in evidence in any action initiated by any private citizen.

C. Any advisory opinion prepared by the city attorney may be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion and other such identifying criteria shall be deemed confidential information and shall not be disclosed by the city attorney unless the official or employee waives such confidentiality. (Ord. 22-09 § 1; prior code § 8A-6)

2.24.070 Penalties—Forfeited position—Exemptions—Injunction.

A. Any official or employee who willfully and knowingly violates any of the provisions of this chapter shall be guilty of a violation subject to punishment pursuant to Section 1.08.010.

B. Upon conviction for any violation of this chapter of any official or employee, such official or employee shall immediately forfeit his office or position.

C. The city council may elect not to prosecute an employee or official whose conduct is believed to constitute a violation of this chapter if it is determined that prosecution of the employee or official is not necessary in the public interest.

D. Any contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this chapter, or which involved the violation of a provision of this chapter, shall be voidable at the option of the city.

E. The city may, where a violation of the provisions of this chapter is threatened or has occurred, bring civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of this chapter or requiring the relinquishment of any prohibited interest or the voiding of any such contract or transaction, taking into account the interests of the city and any third persons who may be injured thereby. Where it is determined that the public interest may best be served by not voiding a contract or transaction entered into in violation of this chapter, such contract or transaction may be enforced. An action or proceeding may be brought against any official or employee found in violation of provisions of this chapter for damages not to exceed twice the damages suffered by the city or twice the profit or gain realized by the official or employee, whichever is greater. (Ord. 22-09 § 1; prior code § 8A-7)

2.24.080 Distribution of code of ethics.

The city clerk shall cause a copy of this chapter to be distributed to every official and employee of the city within thirty days after its enactment. Each official and employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of his office or employment. (Ord. 22-09 § 1; prior code § 8A-8)

2.24.090 Application of state statutes.

A. Nothing in this chapter is intended to curtail, modify or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.

B. City “officers” as defined by Alaska Statutes Chapter 39.50 are exempt from making the financial disclosures required by that statute. (Ord. 22-09 § 1; prior code § 8A-9)

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:
Ayes:
Noes:
Absent:
Abstain:

APPROVED AS TO FORM:

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



Legislation Text

File #: ORD 25-0008, **Version:** 1

ITEM TITLE:

#25-08 - Repealing Chapter 10.20 of the Valdez Municipal Code Titled Recreational Vehicle Parks and Tent Campgrounds and Enacting Chapter 12.14 of the Valdez Municipal Code Entitled Recreational Vehicles and Tent Camping. First Reading. Public Hearing.

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

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 25-08 in first reading for public hearing.

SUMMARY STATEMENT:

Ordinance 25-08 repeals Chapter 10.20 and enacts Chapter 12.14 of the Valdez Municipal Code related to recreational vehicles and tent camping. This ordinance was drafted following the indefinite postponement of Ordinance 25-04. Based on robust public feedback received on the previous ordinance, City Council indicated a desire that the city not compete with private enterprise, ensure flexibility in use of private land, and allow reasonable opportunities for tent camping.

Ordinance 25-08 seeks to remedy inconsistencies in existing code but also eliminates reference to a city issued permit.

Council held a work session on June 17, 2025, to review this chapter of code in more detail and provide staff with feedback on desired updates. Staff highlighted the minimum necessary requirements to align this section of code adopted provisions in Title 17 and address inconsistencies with other sections of code.

Staff also noted that this chapter would be a better fit under Title 12 related to Streets, Sidewalks and Public Places, rather than Title 10 of the Valdez Municipal Code on Vehicles and Traffic.

As drafted, Ordinance 25-08 does not change various numbers included in existing code, except in the case of removing the number limit for tent camping on private property.

The ordinance and a detailed summary of changes are attached for review.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA REPEALING CHAPTER 10.20 OF THE VALDEZ MUNICIPAL CODE TITLED RECREATIONAL VEHICLE PARKS AND TENT CAMPGROUNDS AND ENACTING CHAPTER 12.14 OF THE VALDEZ MUNICIPAL CODE ENTITLED RECREATIONAL VEHICLES AND TENT CAMPING

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

WHEREAS, in discussion on the previously considered Ordinance 25-04, which was postponed indefinitely, the City Council indicated a desire that the city not compete with private enterprise, ensure flexibility in use of private land, and allow reasonable opportunities for tent camping; and

WHEREAS, this ordinance brings alignment with Title 17, which includes detailed standards for RV Parks and Campgrounds, as well as other applicable provisions of the Valdez Municipal Code; and

WHEREAS, the provisions of this chapter are better suited to Title 12 of the Valdez Municipal Code entitled Streets, Sidewalks and Public Places, rather than Title 10 of the Valdez Municipal Code entitled Vehicles and Traffic.

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 repealed.

Section 2: Chapter 12.14 of the Valdez Municipal Code is hereby enacted as follows:

Chapter 12.14

RECREATIONAL VEHICLE AND TENT CAMPING

Sections:

12.14.010	Purpose.
12.14.020	Definitions.
12.14.030	Use and parking of recreational vehicles outside of a recreational vehicle park

- 12.14.040 Tent camping prohibited - Exceptions.
12.14.050 Other requirements for tent camping in public areas.

12.14.010 Purpose.

The purpose of this chapter is to set reasonable standards for recreational vehicle and tent camping 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.

Camping not in conformance with this chapter may be permitted under section 17.12.120 of this code entitled Temporary Land Use Permits.

12.14.020 Definitions.

As used in this chapter:

“Recreational vehicle” means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, 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 travel trailer, camping trailer, truck camper, motor home, and other similar vehicles.

“Recreational vehicle park or campground” means a lot or portion of a lot where two or more recreational vehicles or tents are parked, camped, leased or rented for temporary 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.

“Temporary occupancy” means a period of 180 days or less.

“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” means a person or party or persons camping in a tent or in the open.

12.14.030 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 other city controlled property as posted.

C. Recreational vehicles may be parked for temporary occupancy on a lot in residential zoning districts R1, R2, RR, and NMU. 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 commercial zoning districts CB and G. Such occupancy must be with the owner's permission and in compliance with applicable laws.

E. Up to three recreational vehicles may be parked for overnight camping on property belonging to a local private club or lodge 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.

12.14.040 Tent camping prohibited—Exceptions.

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

- A. Camp in an established recreational vehicle park or campground; or
- B. 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"; or
- C. Camp on private property with the permission of the owner.

12.14.050 Other requirements for tent camping in public areas.

Tent campers shall maintain and keep the tent area:

- A. In a clean, orderly and sanitary condition at all times; and
- B. Free of any hazard or condition which could affect the health and safety of the occupants or the general public; and
- C. Free of refuse while camping and all refuse must be disposed of before leaving the camping area; and

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

Section 3: 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

APPROVED AS TO FORM:

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

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

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Purpose		
Existing Code	Proposed Ordinance	Changes
<p>10.20.010 Purpose.</p> <p>The purpose of this chapter is to set reasonable standards for recreational vehicle parks and tent campgrounds within the city. 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.</p>	<p>12.14.010 Purpose.</p> <p>The purpose of this chapter is to set reasonable standards for recreational vehicle and tent camping 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 ensure 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.</p> <p>Camping not in conformance with this chapter may be permitted under section 17.12.120 of this code entitled Temporary Land Use Permits.</p>	<ul style="list-style-type: none"> • Mirrors language from Title 17 • References Title 17 as appropriate – including TLUP process • Grammatical fix – assure to ensure

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Definitions		
Existing Code	Proposed Ordinance	Changes
<p>10.20.020 Definitions.</p> <p>As used in this chapter:</p> <p>“Recreational vehicle” means a vehicular-type unit primarily designed as a temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, camping trailer, truck camper, and motor home.</p> <p>“Recreational vehicle park” means a plot of land upon which two or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.</p> <p>“Recreational vehicle site” means a plot of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle, a tent, or other individual camping unit on a temporary basis.</p> <p>“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.</p> <p>“Tenter” shall be defined as a person or party or persons camping in a tent or in the open.</p> <p>“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.</p>	<p>12.14.020 Definitions.</p> <p>As used in this chapter:</p> <p>“Recreational vehicle” means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, 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 travel trailer, camping trailer, truck camper, motor home, and other similar vehicles.</p> <p>“Recreational vehicle park or campground” means a lot or portion of a lot where two or more recreational vehicles or tents are parked, camped, leased or rented for temporary 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.</p> <p>“Temporary occupancy” means a period of 180 days or less.</p> <p>“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.</p> <p>“Tent Camper” shall be defined as a person or party or persons camping in a tent or in the open.</p>	<ul style="list-style-type: none"> • Amends definitions of “Recreational vehicle” and “Recreational vehicle park or campground” to mirror Title 17 • Deletes definitions for “tent campground” and “recreational vehicle site” • Changes “tenter” to “tent camper” • Add definition of “temporary occupancy”

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Use and parking of recreational vehicles outside of a recreational vehicle park		
Existing Code	Proposed Ordinance	Changes
<p>10.20.030 Use and parking of recreational vehicles outside of a recreational vehicle park.</p> <p>A. No recreational vehicle may be parked on city streets in areas where such prohibition is posted.</p> <p>B. No recreational vehicles may be parked and occupied in city parking lots and on other city property without obtaining a permit for that purpose from the city manager or his designee.</p> <p>C. Recreational vehicles may be parked for temporary occupancy on a lot in all single-family residential zoned districts. Such occupancy must be with the owner's permission and in compliance with applicable laws.</p> <p>D. One recreational vehicle may be parked for temporary occupancy with water and sewer hookups on a lot in all commercial-zoned districts. Such occupancy must be with the owner's permission and in compliance with applicable laws.</p> <p>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.</p> <p>F. Up to three recreational vehicles may be parked for overnight camping on property belonging to a local private club or lodge provided the following conditions are met:</p> <ol style="list-style-type: none"> 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. 	<p>12.14.030 Use and parking of recreational vehicles outside of a recreational vehicle park.</p> <p>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.</p> <p>B. No recreational vehicles may be parked and occupied in city parking lots or other city controlled property as posted.</p> <p>C. Recreational vehicles may be parked for temporary occupancy on a lot in residential zoning districts R1, R2, RR, and NMU. Such occupancy must be with the owner's permission and in compliance with applicable laws.</p> <p>D. One recreational vehicle may be parked for temporary occupancy with water and sewer hookups on a lot in commercial zoning districts CB and G. Such occupancy must be with the owner's permission and in compliance with applicable laws.</p> <p>E. Up to three recreational vehicles may be parked for overnight camping on property belonging to a local private club or lodge provided the following conditions are met:</p> <ol style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> • Mirrors Title 17 and references currently adopted zoning districts • Strikes references to a city issued permit and designated areas • Removes former 10.20.030(E) relating to city and state issued permits (redundant and confusing language)

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Location		
Existing Code	Proposed Ordinance	Changes
<p>10.20.040 Location.</p> <p>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))</p>	<p>Not included in Chapter 12.14 – Allowed uses by zoning district can be found in Section 17.16.040.</p>	<p>Section removed.</p>

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Recreational vehicle park standards		
Existing Code	Proposed Ordinance	Changes
<p>10.20.050 Recreational vehicle park standards.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>C. Separation Requirements. The following requirements shall apply to all buildings, structures and recreational vehicles within a park or campground.</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>G. Street Surfacing. Streets shall consist of a sound all-weather driving surface consisting of gravel, cinders, asphalt or concrete.</p> <p>H. Street Widths. Internal streets shall meet the following minimum size standards:</p> <ol style="list-style-type: none"> 1. Twenty feet 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. <p>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))</p>	<p>Not included in Chapter 12.14 - RV Park and Campground specific use standards exist in Section 17.80.140.</p>	<p>Section removed</p>

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Tent camping prohibited—Exceptions		
Existing Code	Proposed Ordinance	Changes
<p>10.20.060 Tent camping prohibited—Exceptions.</p> <p>No tenters shall camp in the city, except tenters who:</p> <p>A. Camp in designated areas within the city;</p> <p>B. Camp in tent campgrounds approved by the city as camping areas;</p> <p>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”;</p> <p>D. Camp on private property with the permission of the owner, limited to no more than two tents. (Ord. 96-09 § 1 (part))</p>	<p>12.14.040 Tent camping prohibited—Exceptions.</p> <p>No tent campers shall camp in the city, except tent campers who:</p> <p>A. Camp in an established recreational vehicle park or campground; or</p> <p>B. 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”; or</p> <p>C. Camp on private property with the permission of the owner.</p>	<ul style="list-style-type: none"> • Reference to “tent campgrounds” and “designated areas” removed • “Established recreational vehicle park or campground” added • “Tenter” changed to “tent camper” • Two tent limit removed for private property

Summary of Changes – Existing Chapter 10.20 to Proposed Chapter 12.14

Other requirements for tent camping in public areas		
Existing Code	Proposed Ordinance	Changes
<p>10.20.070 Other requirements for tent camping in public areas.</p> <p>A. Tenters shall maintain and keep the tent area:</p> <ol style="list-style-type: none"> 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. <p>B. The following shall not be permitted:</p> <ol style="list-style-type: none"> 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)) 	<p>12.14.050 Other requirements for tent camping in public areas.</p> <p>Tent campers shall maintain and keep the tent area:</p> <ol style="list-style-type: none"> A. In a clean, orderly and sanitary condition at all times; and B. Free of any hazard or condition which could affect the health and safety of the occupants or the general public; and C. Free of refuse while camping and all refuse must be disposed of before leaving the camping area; and D. Free of conditions which could tend to attract, harbor or breed insects, pests or wildlife. 	<ul style="list-style-type: none"> • Former subsection 10.20.070(B) removed • These provisions are addressed in other parts of the code (Title 6 Animals and Title 8 Health and Safety) • Renumbered accordingly



Legislation Text

File #: ORD 25-0009, **Version:** 1

ITEM TITLE:

#25-09 - Amending Chapter 3.30 Titled 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:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Ordinance #25-09 amends Chapter 3.30 to clarify the role of the Board of Equalization in hearing taxability appeals.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 25-09

AN ORDINANCE OF THE CITY OF VALDEZ, 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, Chapter 3.30 was amended by Ordinance No. 25-06 to include taxability appeals in the scope of appeals that may be heard by the Board of Equalization; and

WHEREAS, the City desires to amend Chapter 3.30 as provided herein to clarify the role of the Board of Equalization in hearing taxability appeals; and

WHEREAS, the City specifically desires to clarify that Section 3.30.100 does not foreclose direct appeals to the Superior Court under AS 29.45.200(c).

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

Section 1. The City of Valdez hereby amends Chapter 3.30 entitled Oil and Gas Exploration, Production, and Pipeline Transportation, and Spill Prevention and Response Property Tax 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 . 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. Except for taxability appeals filed under AS 29.45.200(c), an appeal to and decision from the Board of Equalization is required prior to any appeal to the superior court.

Section 2. All other provisions of Chapter 3.30 shall remain unchanged.

Section 3. 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

Austin Love, Mayor Pro Tempore

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

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

Adoption:
Yeas:
Noes:
Absent:
Abstaining:



Legislation Text

File #: RES 25-0030, **Version:** 1

ITEM TITLE:

#25-30 - Amending the Tax Calendar for the 2025 Tax Year and Repealing Resolution #25-12

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

Resolution 25-30 repeals and replaces the 2025 Tax Calendar for the purpose of including a date for a Board of Equalization - Complex Appeals Hearing on August 20, 2025 and amends the due date for 2025 Personal Property Taxes.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE TAX CALENDAR FOR THE 2025 TAX YEAR AND HEREBY REPEALING RESOLUTION #25-12

WHEREAS, Title 3 of the Valdez City Code requires that the City Council establish a tax calendar for real and personal property taxes.

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

Section 1. The 2025 Tax Calendar, presented as *Attachment A*, is established and adopted for the 2025 tax year.

Section 2. Resolution #25-12 is hereby repealed.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 1st Day of July, 2025.

City of Valdez, Alaska

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Attachment A- RES 25-30: 2025 Amended Tax Calendar

Prepared by: Jordan Nelson, Finance Director Contact: jnelson@valdezak.gov;
907.834.3475

ITEM	DATE	CODE REF	NOTES
Assessment Date	Monday, January 01, 2025	3.12.070(B)	
Due Date for Property Tax Exemption Requests	Wednesday, January 15, 2025	3.12.030(A3a)	
Completion of Annual Assessment Roll	Monday, February 17, 2024	3.12.070(C)	The assessor shall complete the listings for the annual assessment roll of all real property within the city before March 1st, or other such date as may be established by the city council each year.
Mailing of Assessment Notices	Monday, March 3, 2025	3.12.100(A)	The assessor shall give to every person named in the assessment roll a notice of assessment, showing the assessed value of his property, at least thirty days before the equalization hearings.
Advertising Notice of Assessment	Monday, March 3, 2025	3.12.100(B)	When valuation notices have been mailed, the assessor shall cause notice that the assessment rolls have been completed to be published in a newspaper of general circulation once each week for two successive weeks.
	Monday, March 10, 2025	3.12.100(B)	
Deadline for Appeals to Board of Equalization	Tuesday, April 1, 2025	3.12.110(B)	A written appeal, specifying the grounds for the appeal, shall be filed with the board of equalization within thirty days after the date on which the assessor's notice of assessment was given to the person appealing.
Board of Equalization Meeting	Thursday, April 24, 2025	3.12.120	BOE meetings.
Board of Equalization Meeting (if needed)	Thursday, May 1, 2025	3.12.120	BOE meetings.
Delivery of Assessment Roll to City Council	Wednesday, May 7, 2025	3.12.160	Council meeting moved to Wednesday to accommodate elections
Setting of Mill Levy by Resolution	Wednesday, May 7, 2025	3.12.060	The rate of levy of tax and the date when taxes shall become delinquent shall be fixed by resolution of the city council, and the levy for school and municipal purposes shall be separately made and fixed, but the aggregate thereof shall not exceed two percent of the assessed value of the property assessed
Board of Equilization Meeting for Complex Appeals	Thursday, Aug 20, 2025	3.12.120	BOE for Complex Appeals.
Mailing of Tax Statement for 43.56 Oil & Gas Properties	Friday, May 30, 2025		
Deadline for 43.56 Oil & Gas Property Tax Payment	Monday, June 30, 2025		
Mailing of Tax Statements for non-43.56 Real & Personal Properties	Tuesday, July 1, 2025	3.12.180	By July 1st, the city shall mail tax statements setting out the levy, dates when taxes are payable and delinquent, and penalties and interest.
Non-43.56 Real Properties Taxes Due and Payable	Tuesday, July 1, 2025		
2025 Real Properties May Be Paid in Full without Penalty or Interest on or Before:	Friday, August 15, 2025		
Real Property First-Half Due Date	Friday, August 15, 2025		Penalty equals 8% of current-year unpaid balance. Interest is charged monthly at 8% per annum.
Real Property Second-Half Due Date	Wednesday, October 15, 2025		
Deadline for 2025 Personal Property Tax Payments	Friday, November 14, 2025	3.30.130-140	Penalty equals 8% of current-year unpaid balance. Interest is charged monthly at 8% per annum.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0286, **Version:** 1

ITEM TITLE:

Monthly Treasury Report: April 2025

SUBMITTED BY: Casey Dschoa, Budget and Policy 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

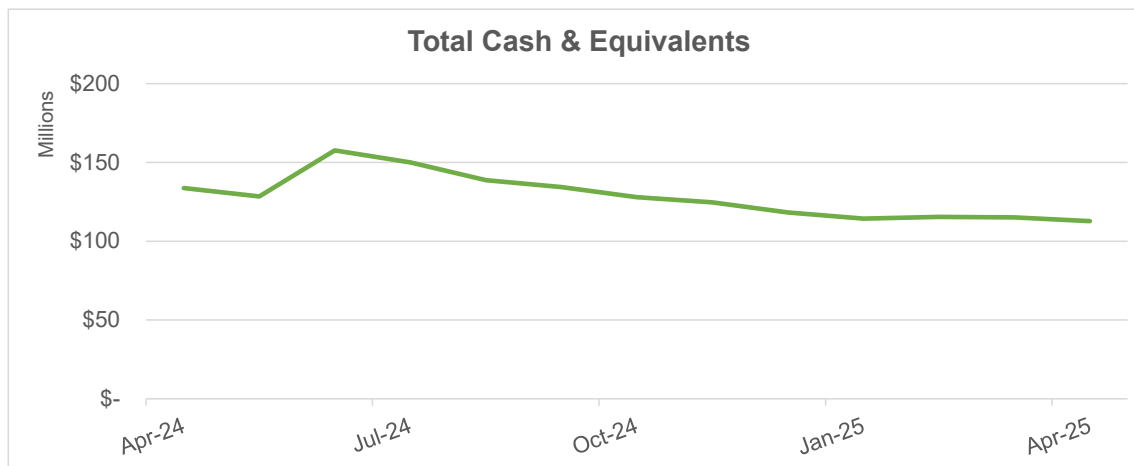
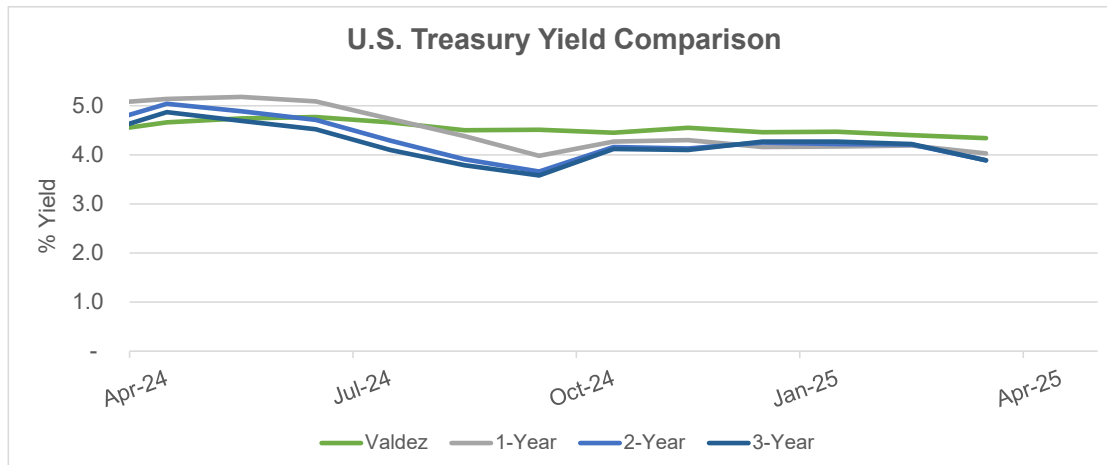


Monthly Treasury Report

Period Ending: April 30, 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>
Central Treasury		115,115,686	54,638,728	(56,997,889)	112,756,525	4.29%
Central Treasury	Principal	86,284,158	279,430	(9,700,000)	76,863,588	4.50%
Money Market	Wells Fargo	13,836,584	8,350,470	(3,345,000)	18,842,054	4.26%
SLG Account	USB	15,840,587	43,930	-	15,884,517	3.31%
Checking	Wells Fargo	(194,741)	29,074,273	(29,011,358)	(131,826)	0.00%
Payroll	Wells Fargo	(1,168,329)	3,177,915	(2,017,692)	(8,106)	0.00%
Sweep	Wells Fargo	517,427	13,712,710	(12,923,839)	1,306,298	4.26%
Restricted		4,806	3	-	4,809	0.78%
Police	Wells Fargo	4,806	3	-	4,809	0.78%
Total		115,120,492	54,638,731	(56,997,889)	112,761,334	4.29%





Legislation Text

File #: 25-0287, **Version:** 1

ITEM TITLE:

Quarterly Financial Summary Reports: March 31, 2025

SUBMITTED BY: Barb Rusher, Comptroller

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

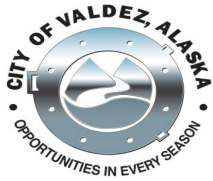
Receive and file.

SUMMARY STATEMENT:

Quarterly un-audited internal financial summary reports.

These show budget-to-actual performance through March 31, 2025.

Please note that the Providence Medical Center March financial reports are also included in this packet.



FINANCIAL SUMMARY AS OF 3/31/25 Operating only

Prepared By: Barb Rusher, Comptroller

Contact: brusher@valdezak.gov

(907) 834-3475

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	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
GENERAL FUND SUMMARY						
BEGINNING FUND BALANCE	19,061,958	19,061,958	-	19,061,958		
REVENUE	56,614,444	56,617,844	3,400	281,670	0.5%	
EXPENSE	51,094,205	51,204,105	109,900	11,879,521	23.2%	
NET REVENUE (EXPENSE)	5,520,239	5,413,739	(106,500)	(11,597,851)		
TRANSFERS IN	5,359,265	5,459,265	100,000	5,459,265	100.0%	
TRANSFERS OUT	11,453,597	11,453,597	-	11,453,597	100.0%	
NET TRANSFERS IN (OUT)	(6,094,333)	(5,994,333)	100,000	(5,994,333)		
ENDING BALANCE	18,487,865	18,481,365	(6,500)	1,469,775		

GENERAL FUND DETAIL

REVENUE

TAXES	51,844,488	51,844,488	-	129,855	0.3%	
STATE SHARED	1,595,860	1,595,860	-	-	0.0%	
PILT	815,600	815,600	-	9,900	1.2%	
INTEREST	863,203	863,203	-	18,994	2.2%	
SERV CHARGES & SALES	543,108	543,108	-	67,595	12.4%	
FED & STATE GRANTS	658,000	661,400	3,400	(9,226)	-1.4%	
SOLID WASTE	134,925	134,925	-	20,050	14.9%	
LICENSES & PERMITS	11,300	11,300	-	820	7.3%	
MISC	68,478	68,478	-	30,110	44.0%	
RECREATION	77,982	77,982	-	12,334	15.8%	
FINES & FORFEITURES	1,500	1,500	-	1,238	82.6%	
TOTAL REVENUE	56,614,444	56,617,844	3,400	281,670	0.5%	1

TRANSFERS IN	5,359,265	5,459,265	100,000	5,459,265	100.0%	
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TOTAL REVENUES & TRANSFERS IN	61,973,709	62,077,109	103,400	5,740,935	9.2%	
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GENERAL FUND DETAIL, CONT'D

DEPT EXPENSE

ADMINISTRATION	809,848	809,848	-	262,618	32.4%	
ANIMAL CONTROL	609,021	609,021	-	138,778	22.8%	
BUILDING MAINT	3,687,339	3,687,339	-	901,128	24.4%	
CITY CLERK	889,044	889,044	-	226,831	25.5%	
CITY COUNCIL	487,491	487,491	-	79,222	16.3%	
CIVIC CENTER	909,259	909,259	-	216,333	23.8%	
COMMUNITY DEVELOPMENT	1,852,832	1,852,832	-	389,308	21.0%	
ECON DEVEL	1,390,812	1,390,812	-	302,660	21.8%	
EMERGENCY MGMT SERVICES	630,284	630,284	-	97,135	15.4%	

	ADOPTED	REVISED	BUDGET	YTD	YTD TO	
	BUDGET	BUDGET	CHANGE	ACTUAL	BUDGET	NOTES
ENGINEERING	1,115,108	1,115,108	-	251,429	22.5%	
FINANCE	1,227,886	1,327,886	100,000	296,202	22.3%	
FIRE	2,929,568	2,939,468	9,900	690,691	23.5%	
HUMAN RESOURCES	525,370	525,370	-	112,406	21.4%	
INFORMATION TECH	1,502,793	1,502,793	-	351,772	23.4%	
INSURANCE	658,967	658,967	-	325,281	49.4%	2
LAW	4,500,000	4,500,000	-	814,535	18.1%	
LAW ENFORCEMENT	3,449,016	3,449,016	-	769,950	22.3%	
LIBRARY	825,395	825,395	-	171,693	20.8%	
MUSEUM	535,000	535,000	-	133,750	25.0%	
PARKS & REC	1,277,194	1,277,194	-	308,919	24.2%	
PARKS MAINT	1,157,379	1,157,379	-	144,259	12.5%	3
PUB SAFETY SUPPORT	1,896,434	1,896,434	-	462,852	24.4%	
SOLID WASTE	2,075,714	2,075,714	-	427,975	20.6%	
STREET/SHOP	3,323,111	3,323,111	-	969,087	29.2%	
TOTAL DEPT EXPENSES	38,264,866	38,374,766	109,900	8,844,815	23.0%	
SUPPORT EXPENSES						
EDUCATION	12,199,589	12,199,589	-	2,807,456	23.0%	
COMMUNITY SVC ORGS	629,750	629,750	-	227,250	36.1%	
TOTAL SUPPORT EXPENSES	12,829,339	12,829,339	-	3,034,706	23.7%	
TRANSFERS OUT	11,453,597	11,453,597	-	11,453,597	100.0%	
TOTAL DEPT EXPENSE, SUPPORT & TRANSFER	62,547,802	62,657,702	109,900	23,333,118	37.2%	
SPECIAL REVENUE FUNDS						
AIRPORT FUND						
BEGINNING FUND BALANCE	1,617,138	1,617,138	-	1,617,138		
REVENUE	213,298	213,298	-	62,947	29.5%	
EXPENSE	409,598	409,598	-	128,097	31.3%	
NET REVENUE (EXPENSE)	(196,300)	(196,300)	-	(65,151)		
NET TRANSFER IN (OUT)	196,300	196,300	-	196,300	100.0%	
ENDING BALANCE	1,617,138	1,617,138	-	1,748,288		
HARBOR FUND						
BEGINNING FUND BALANCE	2,582,219	2,582,219	-	2,582,219		
REVENUE	2,496,317	2,496,317	-	1,147,540	46.0%	4
EXPENSE	2,504,817	2,504,817	-	567,459	22.7%	
NET REVENUE (EXPENSE)	(8,500)	(8,500)	-	580,081		
NET TRANSFER IN (OUT)	-	-	-	-		
ENDING BALANCE	2,573,719	2,573,719	-	3,162,300		

	ADOPTED BUDGET	REVISED BUDGET	BUDGET CHANGE	YTD ACTUAL	YTD TO BUDGET	NOTES
PORT FUND						
BEGINNING FUND BALANCE	5,346,484	5,346,484	-	5,346,484		
REVENUE	1,734,014	1,734,014	-	249,601	14.4%	5
EXPENSE	1,540,024	1,540,024	-	265,988	17.3%	6
NET REVENUE (EXPENSE)	193,991	193,991	-	(16,387)		
NET TRANSFER IN (OUT)	(193,991)	(193,991)	-	(193,991)	100.0%	
ENDING BALANCE	5,346,484	5,346,484	-	5,136,106		
SPECIAL REVENUE FUNDS, CONT'D						
UTILITY FUND						
BEGINNING FUND BALANCE	3,016,178	3,016,178	-	3,016,178		
REVENUE	639,111	639,111	-	229,152	35.9%	
EXPENSE	1,881,341	1,881,341	-	429,698	22.8%	
NET REVENUE (EXPENSE)	(1,242,230)	(1,242,230)	-	(200,546)		
NET TRANSFER IN (OUT)	1,241,530	1,241,530	-	1,241,530	100.0%	
ENDING BALANCE	3,015,478	3,015,478	-	4,057,162		
OTHER GOVERNMENTAL FUNDS						
DEBT SERVICE FUND						
BEGINNING FUND BALANCE	5,083,353	5,083,353	-	5,083,353		
REVENUE	1,519,745	1,519,745	-	248,622	16.4%	7
EXPENSE	6,666,779	6,666,779	-	34,851	0.5%	8
NET REVENUE (EXPENSE)	(5,147,034)	(5,147,034)	-	213,771		
NET TRANSFER IN (OUT)	5,044,284	5,044,284	-	5,044,284		
ENDING BALANCE	4,980,603	4,980,603	-	10,341,409		

Notes to Financial Summary

¹

Reflects timing of receipt of revenue, all categories are expected to normalize throughout the course of the fiscal year.

² Reflects timing of bookkeeping, as 1/2 year is recorded in Q1 and 1/2 year is recorded in Q3.

³ Reflects timing of seasonal operational expenses.

⁴ Reflects timing of moorage billing, as some is billed annually in Q1.

⁵ Reflects timing of seasonal operational revenues.

⁶ Reflects timing of seasonal operational expenses, as well as timing of professional fees & contractual services.

⁷ Reflects timing of debt service reimbursements as well as unrealized gains or losses in interest. Also includes timing of receipts related to unreceived revenues from prior FY (Q4 2023). This will be normalized in later quarters of 2024.

⁸ Reflects timing of expenditures, as they follow a set schedule.

CAPITAL PROJECTS

		AdoptedBudget	AMENDMENT	YTDEncumbranc	YTDExpense	ProjectBalance
BUIL	BUIL Citywide Wayfinding	79,912	-	-	-	79,912
	BUIL Coast Guard city Sign	1,465	-	1,465	-	-
	BUIL SENI Expa	4,556	-	4,556	-	-
	Child Care Faci Design & Reno	2,874,030	10,340	282,266	86,800	2,515,304
	HUD Child Care Ctr Bldg Rev Ex	3,000,000	-	-	-	3,000,000
	Land Purchase	-	-	-	-	-
BUIL Total		5,959,963	10,340	288,287	86,800	5,595,216
ECON	Robe Lake Hab Restor Feas	328,587	-	-	(38,978)	367,565
ECON Total		328,587	-	-	(38,978)	367,565
HARB	ADOT Harbor Facility Grant Exp	10,887	-	5,887	5,000	-
	ADOT Harbor Facility Match	10,887	-	5,887	5,000	-
	HARB SBH H-K Repl	3,856,432	-	1,041,566	841,874	1,972,992
	New Harbor GO 2015	9,321	-	-	-	9,321
HARB Total		3,887,527	-	1,053,340	851,874	1,982,313
MUSE	MUSE New Museum	-	-	-	-	-
MUSE Total		-	-	-	-	-
PARK	Meals Hill EDA Grant Match	210,185	-	203,362	-	6,823
	Meals Hill Devt EDA Grant Exp	840,732	-	840,732	-	-
	PARK Meals Hill Development	84,667	-	75,661	957	8,049
	PARK Meals Hill Greatland	16,720	-	-	-	16,720
PARK Total		1,152,304	-	1,119,755	957	31,592
POFI	New Fire Station	-	-	-	-	-
POFI Total		-	-	-	-	-
PORT	PORT KELS Dolphin Replacement	1,000,000	-	-	-	1,000,000
	VCT Dock Bulkhead Improvement	(259,021)	-	-	-	(259,021)
PORT Total		740,979	-	-	-	740,979
RESE	Project Contingency	106,750	-	-	-	106,750
RESE Total		106,750	-	-	-	106,750
SCHO	New Middle School	1,299,164	-	19,508	-	1,279,657
	SCHO HERM Exterior Upgr Ph II	384,133	-	114,775	2,716	266,642
	SCHO HIGH Major Reno	1,243,307	-	-	-	1,243,307
SCHO Total		2,926,604	-	134,282	2,716	2,789,605
STRE	Citywide Pavement & Utilities	21,723	-	21,723	-	-
	STRE East Hanagita Realignment	-	-	-	-	-

CAPITAL PROJECTS

		AdoptedBudget	AMENDMENT	YDTEncumbranc	YTDExpense	ProjectBalance
STRE	STRE Pavement Mgt PH I	-	-	-	-	-
	STRE Pavement Mgt Ph II	144,811	-	-	-	144,811
	STRE Pavement Mgt PH III	58,810	-	57,800	30,946	(29,935)
	STRE Pavement Mgt Ph IV-V	2,474,231	600,000	3,030,612	14,162	29,457
STRE Total		2,699,576	600,000	3,110,135	45,108	144,333
WASE	Alpine Woods Sewer Project	182,222	-	182,222	-	-
	Sewer Force Main Assesment	2,934,662	-	-	-	2,934,662
	Sewer Force MainReplacement	14,875,234	-	8,561,195	365,637	5,948,403
	WASE Blueberry Road Subd	200,000	-	-	-	200,000
	WASE WATE GO22 Well #5	428,200	-	317,170	41,030	70,000
	WASE WATE New Well #5	-	-	-	-	-
WASE Total		18,620,318	-	9,060,587	406,667	9,153,065
Grand Total		36,422,608	610,340	14,766,386	1,355,143	20,911,419

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YTDEncumbrance	YTDExpense	ProjectBalance
AIRP	AIRP Generator Exhaust	80,000	(70,000)	-	-	10,000
	AIRP Light Repl	10,160	-	-	-	10,160
AIRP Total		90,160	(70,000)	-	-	20,160
BUIL	BUIL City Hall Front Doors	75,000	-	41,375	-	33,625
	BUIL City Panic and ADA Upgr	25,000	-	-	-	25,000
	BUIL City Revitalization	2,970	-	2,970	-	-
	BUIL CIVI Flood Damage Repair	803,868	-	28,868	-	775,000
	BUIL CIVI Weatherization	90,660	-	660	-	90,000
	BUIL Clin Interior Paint	40,450	-	-	-	40,450
	BUIL DDC Systems and HVAC upgr	355,365	-	144,690	3,979	206,696
	BUIL Fire Sys Upgr	153,278	-	98,410	-	54,868
	BUIL Fuel tank Repl	96,568	-	-	-	96,568
	BUIL LIBR Restroom Remodel	36,278	-	35,572	-	706
	BUIL LIBR Windows	619,467	-	40,572	-	578,895
	BUIL Phone System Replacement	10,734	-	10,734	-	-
	BUIL Roof Repairs	17,641	-	17,641	-	-
	BUIL Roof Replacements VCT, LS, WH	100,000	-	-	-	100,000
	BUIL SENSI Siding	370,198	-	10,198	-	360,000
	BUIL Server Room AC Replacements	75,000	-	33,176	5,796	36,028
	BUIL Shelter Eval	100,000	-	-	-	100,000
	City-wide Exit Signs	50,000	-	-	-	50,000
	Hazmat Testing-various buildings	60,000	-	51,341	-	8,659
BUIL Total		3,082,478	-	516,207	9,775	2,556,496
HARB	HARB Fisherman's Dock Repairs	13,303	-	11,383	-	1,920
	HRB SBH Elect Vaults	7,050	-	7,050	-	-
HARB Total		20,353	-	18,433	-	1,920
PARK	PARK Ruth Pond Dredge	50,000	-	-	-	50,000
	PARK Shooting Range Improvements	189,179	-	-	-	189,179
PARK Total		239,179	-	-	-	239,179
POFI	POFI JAIL Lighths & Camera Upgrades	22,640	-	-	-	22,640
	POFI Jail Shower Remodel & Dryer Repl	5,350	-	-	-	5,350
	POFI Outdoor Warning System	50,000	-	-	-	50,000
	POFI Radio Repeater Repa Upgr	595,074	-	3,845	-	591,228
	Police Technology Upgrade	11,213	-	-	-	11,213
POFI Total		684,277	-	3,845	-	680,431
PORT	PORT CONT Waterline Improvements	20,476	-	2,508	-	17,968
	PORT Kels Decking Repl	7,780	-	7,780	-	-
	PORT Underwater Inspection	350,000	-	-	-	350,000

MAJOR MAINTENANCE

		AdoptedBudget	AMENDMENT	YDEncumbrance	YTDExpense	ProjectBalance
PORT Total		378,256	-	10,288	-	367,968
RESE	Contingency Reserve	143,538	-	-	-	143,538
RESE Total		143,538	-	-	-	143,538
SCHO	HHES Underground Fuel tank Replacement	114,070	7,155	116,288	-	4,936
	SCH VHS Walk-in Cooler & Freezer Replacement	8,700	-	-	-	8,700
	SCHO HERM Generator Repl	18,237	(7,155)	11,082	-	-
	SCHO HERM Water Repl	17,864	-	-	-	17,864
	SCHO HIGH Generator Repl	3,055	-	1,338	-	1,717
	SCHO HIGH Water Repl	10,000	-	-	-	10,000
SCHO Total		171,926	(0)	128,708	-	43,218
SENI	SENI Sprinkler Repair	-	-	-	-	-
	Senior Center Upgrades	110,000	-	-	6,678	103,322
SENI Total		110,000	-	-	6,678	103,322
SOLI	SOLI Baler Replacement	100,000	-	-	-	100,000
SOLI Total		100,000	-	-	-	100,000
STRE	STRE N Harbor Drive Restripe	89,861	-	8,337	-	81,524
	STRE Rural Roads Program	1,829,793	(600,000)	16,700	10,757	1,202,336
STRE Total		1,919,654	(600,000)	25,036	10,757	1,283,860
WASE	WASE Robe River Booster Pump Replacement	10,000	-	-	-	10,000
	WASE Waterline Relocation Meals to Rich	20,555	-	-	-	20,555
WASE Total		30,555	-	-	-	30,555
Grand Total		6,970,374	(670,000)	702,517	27,210	5,570,647

PROVIDENCE PROJECTS

	AdoptedBudget	AMENDMENT	YTD Encumbrance	YTDExpense	ProjectBalance
PROV	-	-	-	-	-
Hospital - Roof Maintenance	100,000	-	-	-	100,000
Hospital Copper Pipe Replacement	23,345	-	-	-	23,345
Hospital- Infection Control Enhancements	121,208	-	-	-	121,208
Hospital New Power Supply	1,375,160	-	1,303,279	-	71,881
Hospital Oxygen Generator Relocation	1,693	-	-	-	1,693
PROV Air Treatment	350,000	-	-	-	350,000
PROV Dietary Oven Replacement	45,000	-	-	-	45,000
PROV ER and Admission Door Upgr	60,000	-	-	-	60,000
PROV Loading Dock Drainage	11,000	-	-	-	11,000
PROV Maint Contingency	127,030	-	-	-	127,030
PROV Total	2,214,435	-	1,303,279	-	911,156
Grand Total	2,214,435	-	1,303,279	-	911,156

RESERVE FUNDS

		Adopted Budget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
Administrative	ADF&G Clean Vessel Act Grant	9,563	-	-	-	9,563
	ADF&G Clean Vessel Act MATCH	3,188	-	-	-	3,188
	Beautification Committee	197,562	-	-	2,227	195,335
	Budget Variance Reserve	425,123	-	-	-	425,123
	Child Care Operating Grant	-	200,000	106,350	33,650	60,000
	Child Care Start-Up Grant	200,000	-	-	-	200,000
	Council Contingency	535,453	(10,340)	-	-	525,113
	Energy Assistance Program	798,780	-	-	718,760	80,020
	Leave Liability Reserve	624,914	-	-	70,926	553,988
	Library Book Auction & Donat.	17,899	-	5,815	1,935	10,150
	Nuisance Abatement Program	218,784	-	78,618	9,766	130,400
	Police Scholarship Reserve	24,161	-	-	-	24,161
	Prov Physician Assist Reimbur	(60,000)	-	-	-	(60,000)
	PWSC Education Cohort	30,000	-	-	-	30,000
	Repayment Reserve	17,286,252	(100,000)	-	-	17,186,252
	SHARP III	235,551	-	85,514	-	150,037
	Special Events Reserve	8,670	-	-	-	8,670
	Thread Child Care Grant Exp	549,025	(200,000)	32,200	26,400	290,425
Administrative Total		21,104,925	(110,340)	308,497	863,664	19,822,425
Emergency Prep	COVID19 EconRecovery Task Forc	5,330	-	-	-	5,330
	DHS SCLCGP Grant Expense	45,000	-	-	-	45,000
	Emergency Preparedness	729,832	-	-	11,096	718,736
	Snow Removal Plan Implementati	2,330	-	2,330	-	-
	Temp Wages - Preparedness	-	-	-	-	-
	Temporary Wages - Incident	360	-	-	-	360
Emergency Prep Total		782,852	-	2,330	11,096	769,426
Emergency Services	Animal Medical Reserve	4,224	-	-	-	4,224
	DSH SHSP Police Radio Grant Ex	128,000	-	-	121,898	6,102
Emergency Services Total		132,224	-	-	121,898	10,326
Equipment	IT Rebuild 2018	5,195	-	-	-	5,195
	Major Equipment Reserve	10,550,269	-	1,353,720	253,848	8,942,702
	Technology Reserve	2,352,071	-	78,618	313,927	1,959,526
Equipment Total		12,907,535	-	1,432,338	567,775	10,907,422

RESERVE FUNDS

		AdoptedBudget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
Flood Mitigation	FLOO Lowe Dike Maint and Impr	41,059	-	41,059	-	-
	FLOO LOWE Ten Mile Exca	150,000	-	-	-	150,000
	FLOOD GLAC Landfill Protection	77,736	-	12,484	-	65,252
	Flood Mitigation Maintenance	-	-	-	-	-
Flood Mitigation Total		268,795	-	53,543	-	215,252
Land Development	Land - Development Incentive	1,947,101	-	200,000	-	1,747,101
	Land - Housing Incentive	640,000	-	70,000	-	570,000
	Land - misc	166,447	-	-	-	166,447
	Surveying Municipal Land	10,367	-	-	-	10,367
Land Development Total		2,763,915	-	270,000	-	2,493,915
Landfill Closure	Landfill Closure Reserve	4,784,538	-	-	-	4,784,538
Landfill Closure Total		4,784,538	-	-	-	4,784,538
Maintenance	AHFC Sr Apts Grant Expense	100,000	-	100,000	-	-
	Concrete/Asphalt Repairs for COV properties	50,000	-	-	-	50,000
	Harbor Major Maint & Replace	222,507	-	-	-	222,507
	Major Maintenance Reserve	6,970,374	(670,000)	702,517	27,210	5,570,647
	pavement Mgmnt Regulations	76,847	-	-	-	76,847
	Port Major Maintenance Reserve	191,824	-	-	-	191,824
	Projects Planning Reserve	-	-	-	-	-
	Road and Sidewalk repairs	17,748	-	-	-	17,748
	Safe Streets 4 All Grant Expen	-	280,000	-	-	280,000
	Safe Stretts 4 All Match	-	70,000	-	-	70,000
	Sewer & Lift Station Repairs	225,097	-	9,881	661	214,555
Maintenance Total		7,854,398	(320,000)	812,398	27,871	6,694,129
Planning	CEDS	36,628	-	-	-	36,628
	City Onsite Sewer Regulations	25,000	-	-	-	25,000
	COE Levee System Match	100,000	-	-	-	100,000
	Dry Stack Feasability Study	50,000	-	-	-	50,000
	Flood Planning	106,887	-	-	-	106,887

RESERVE FUNDS

		AdoptedBudget	Amendment	YTD Encumbrance	YTD Expenditures	Account Balance
Planning	Housing Needs Study	50,000	-	-	-	50,000
	marine Industrial Feasability Study	16,902	-	-	-	16,902
	Master Planing Water/Sewer	50,000	-	-	-	50,000
	Master Planning - Solid Waste	75,000	-	-	-	75,000
	Plan - Building Fire Code Revision	32,717	-	-	-	32,717
	Plan - Comprehensive	20,000	-	-	-	20,000
	Port Tariff Study	20,000	-	-	-	20,000
	Water/Sewer Rate Study	125,000	-	-	-	125,000
Planning Total		708,133	-	-	-	708,133
Grand Total		51,307,315	(430,340)	2,879,105	1,592,303	46,405,567



Health Insurance Fund Report

3/31/2025

Prepared by: Barb Rusher, Comptroller

Contact: 907.834.3475x5, brusher@valdezak.gov

MONTH	CITY				SCHOOL				COMBINED			
	DEPOSITS*	CLAIMS**	ADMIN FEE	VARIANCE	DEPOSITS*	CLAIMS**	ADMIN FEE	VARIANCE	DEPOSITS	CLAIMS	ADMIN FEE	VARIANCE
JAN	380,244	320,611	46,428	13,205	501,552	370,587	30,560	100,404	881,796	691,199	76,988	113,610
FEB	391,410	250,018	46,728	94,665	259,424	226,068	30,560	2,795	650,834	476,085	77,288	97,460
MAR	921,384	1,136,248	47,028	(261,892)	345,078	404,743	29,687	(89,352)	1,266,462	1,540,991	76,715	(351,244)
APR				-				-	-	-	-	-
MAY				-				-	-	-	-	-
JUN				-				-	-	-	-	-
JUL				-				-	-	-	-	-
AUG				-				-	-	-	-	-
SEP				-				-	-	-	-	-
OCT				-				-	-	-	-	-
NOV				-				-	-	-	-	-
DEC				-				-	-	-	-	-
TOTALS	\$ 1,693,039	\$ 1,706,877	\$ 140,184	\$ (154,022)	\$ 1,106,054	\$ 1,001,398	\$ 90,808	\$ 13,848	\$ 2,799,092	\$ 2,708,275	\$ 230,992	\$ (140,174)

Prelim Health Insurance Fund Balance 1/1/25

4,143,391

Schools Jan contribution includes premium from Dec2024

Health Insurance Cash Accounts Balance (Including Reserve) 1/1/24

5,730,598

** includes \$623,116.88 YTD stop-loss reimb ** reduced by \$63.18 YTD RX rebates*

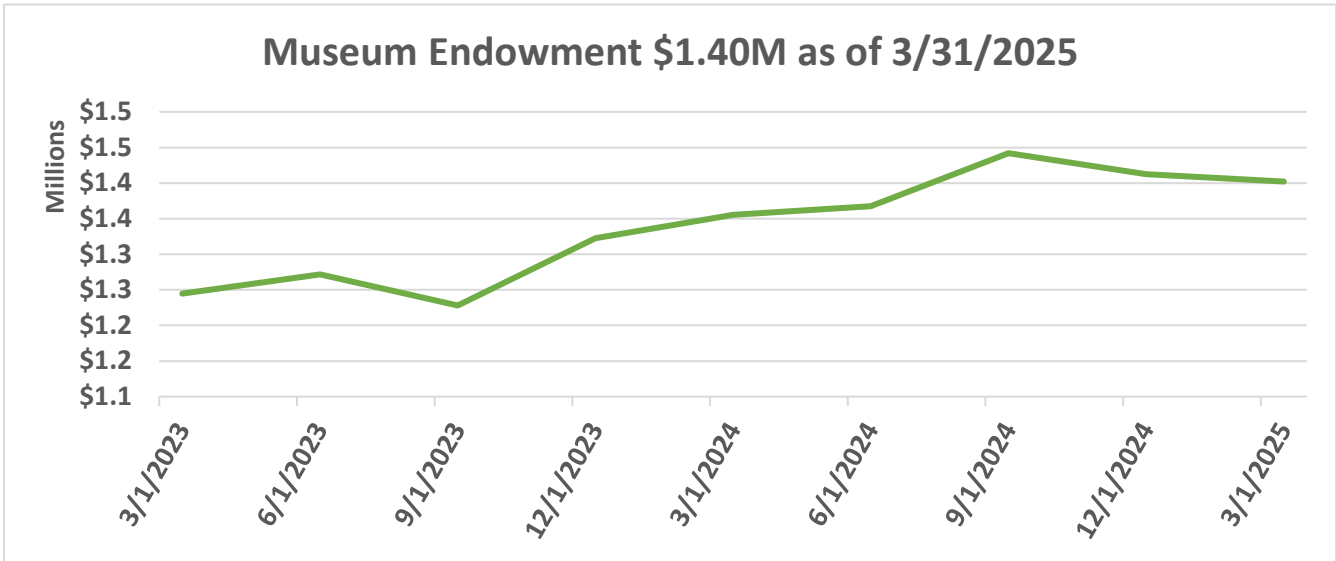
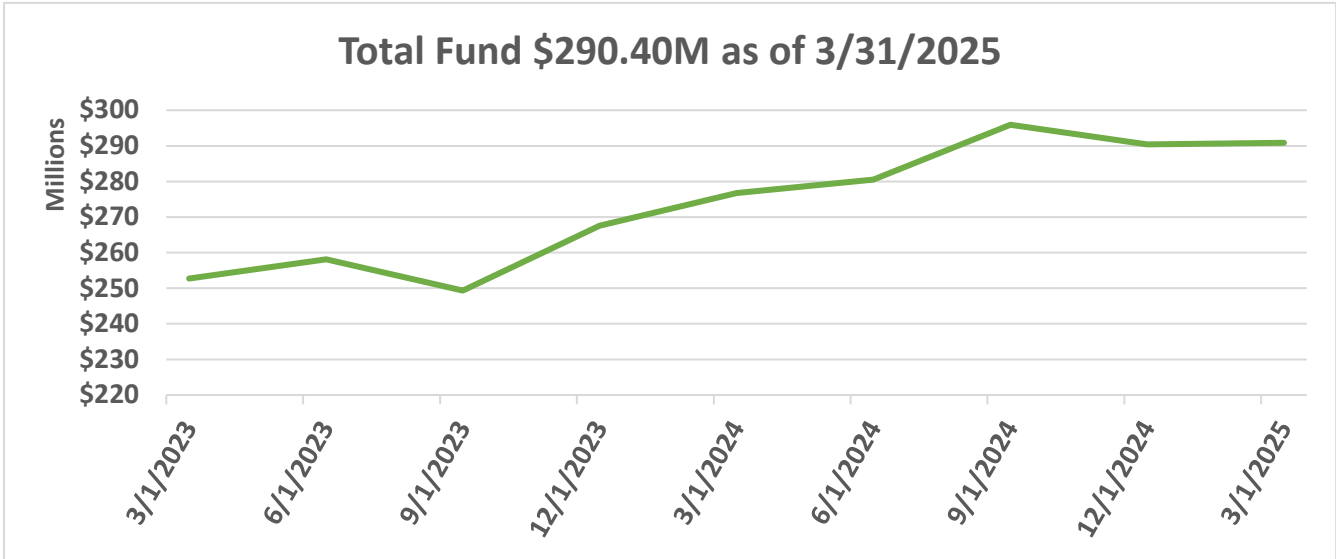
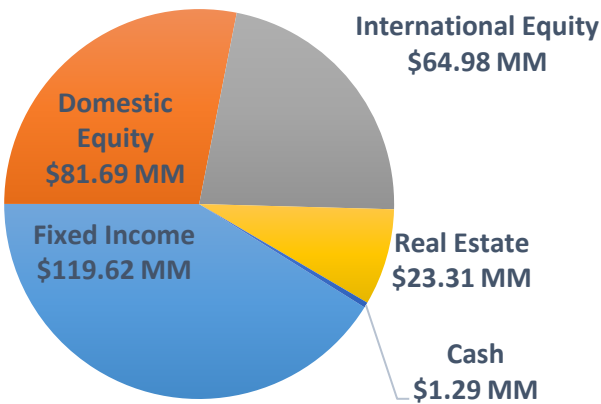
Health Insurance Cash Accounts Balance (Including Reserve) 6/30/2023

5,629,304



City of Valdez Permanent Fund

Total Fund \$290.40M as of 3/31/2025



Providence Health
PROVIDENCE VALDEZ MEDICAL CENTER
Balance Sheet (Whole Dollars)
Reported as of March FY25

BAL Balance Sheet WD ERS
Entity - 1001
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	<u>March</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
ASSETS		
<u>Current Assets:</u>		
Cash and Cash Equivalents	13,247,599	14,929,441
System Pooled Cash	(1,588,184)	(2,986,077)
Patient Accounts Receivable	6,646,695	6,272,225
Contractual Allowance	(2,165,116)	(1,741,857)
Other Receivables	593,951	209,171
Supplies Inventory	313,615	317,291
Other Current Assets	1	1
Total Current Assets	17,048,561	17,000,195
 <u>Assets Whose Use is Limited:</u>		
 <u>Property, Plant & Equipment:</u>		
Property Plant Equipment Gross	13,706,188	13,264,607
Accumulated Depreciation	(7,496,604)	(7,305,942)
Property Plant Equipment Net	6,209,584	5,958,665
 <u>Other Long Term Assets:</u>		
Other Long Term Assets	125,000	126,000
Total Other LT Assets	125,000	126,000
 Total Assets	23,384,433	23,084,828

	<u>March</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
LIABILITIES & NET ASSETS		
<u>Current Liabilities:</u>		
Accounts Payable	1,703,044	1,003,579
Accrued Compensation	546,286	497,506
Deferred Revenue Unearned Premiums	297,951	282,988
Payable to Contractual Agencies	388,916	104,488
Other Current Liabilities	186,579	187,075
Current Portion of Debt	5,832	24,650
Total Current Liabilities	3,128,608	2,100,286
 <u>Long-Term Debt:</u>		
Other Long Term Debt	(452)	990
Long Term Debt	(452)	990
 Total Other Long Term Liabilities	8,686	8,804
 Total Liabilities	3,136,842	2,110,080
 <u>Net Assets:</u>		
Unrestricted Net Assets	20,129,989	20,857,585
Temporarily Restricted Net Assets	117,603	117,163
Permanently Restricted Net Assets	(1)	-
Total Net Assets	20,247,591	20,974,748
 Total Liabilities and Net Assets	23,384,433	23,084,828

Providence Health
PROVIDENCE VALDEZ MEDICAL CENTER
Statement of Operations (Whole Dollars)
Reported as of March FY25

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Month-To-Date					Year-To-Date			
Actual	Budget	Variance	PY Actual		Actual	Budget	Variance	PY Actual
2,726,552	2,672,933	53,619	2,184,878	Gross Service Revenues	7,256,334	7,547,462	(291,128)	7,162,976
675,142	784,714	109,572	549,556	Deductions From Revenue	2,711,084	2,181,917	(529,167)	2,262,447
2,051,410	1,888,219	163,191	1,635,322	Net Service Revenue	4,545,250	5,365,545	(820,295)	4,900,529
11,686	26,930	(15,244)	36,264	Other Operating Rev	32,814	78,184	(45,370)	132,002
11,686	26,930	(15,244)	36,264	Total Other Operating Revenue	32,814	78,184	(45,370)	132,002
2,063,096	1,915,149	147,947	1,671,586	Net Operating Revenue	4,578,064	5,443,729	(865,665)	5,032,531
				<u>Expenses from Operations:</u>				
974,060	1,000,847	26,787	930,726	Salaries and Wages	2,846,978	2,925,227	78,249	2,752,636
244,870	274,439	29,569	235,206	Employee Benefits	762,602	798,834	36,232	710,289
6,877	11,012	4,135	1,296	Professional Fees Expense	17,426	31,971	14,545	5,052
124,387	152,543	28,156	(118,295)	Supplies Expense	325,577	443,164	117,587	285,247
287,347	241,840	(45,507)	230,859	Purchased Services Expense	797,852	715,954	(81,898)	651,870
58,852	73,415	14,563	46,575	Depr, Amort, and Interest	140,369	220,497	80,128	175,801
52,334	78,575	26,241	57,260	Other Expenses	266,857	228,121	(38,736)	164,060
1,748,727	1,832,671	83,944	1,383,627	Total Operating Expenses	5,157,661	5,363,768	206,107	4,744,955
314,369	82,478	231,891	287,959	Net Operating Income	(579,597)	79,962	(659,559)	287,576
314,369	82,478	231,891	287,959	Net Operating Income fully burdened	(579,597)	79,962	(659,559)	287,576
-	-	-	-	Non-Operating Gain (Loss)	(50)	-	(50)	-
314,369	82,478	231,891	287,959	Net Income fully burdened	(579,647)	79,962	(659,609)	287,576
373,220	155,893	217,327	334,534	EBIDA Fully Burdened	(439,228)	300,459	(739,687)	463,377
373,220	155,893	217,327	334,534	EBIDA	(439,228)	300,459	(739,687)	463,377

Fully burdened includes allocated costs

Providence Health
PROVIDENCE VALDEZ COUNSELING CENTER
Balance Sheet (Whole Dollars)
Reported as of March FY25

BAL Balance Sheet WD ERS
Entity - 1002
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	<u>March</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
ASSETS		
<u>Current Assets:</u>		
Cash and Cash Equivalents	100,056	39,148
System Pooled Cash	(64,285)	(73,544)
Patient Accounts Receivable	92,930	100,930
Contractual Allowance	(48,417)	(49,118)
Other Receivables	47,842	1,709
Total Current Assets	128,126	19,125
<u>Assets Whose Use is Limited:</u>		
<u>Property, Plant & Equipment:</u>		
Property Plant Equipment Gross	30,338	30,338
Accumulated Depreciation	(30,128)	(29,814)
Property Plant Equipment Net	210	524
<u>Other Long Term Assets:</u>		
Total Assets	128,336	19,650

LIABILITIES & NET ASSETS

	<u>March</u> <u>FY25</u>	<u>December</u> <u>FY24</u>
	<u>Actual</u>	<u>Pr. Year</u>
<u>Current Liabilities:</u>		
Accounts Payable	37,226	35,471
Accrued Compensation	28,157	24,309
Deferred Revenue Unearned Premiums	11,163	16,032
Total Current Liabilities	76,546	75,812
<u>Long-Term Debt:</u>		
Total Liabilities	76,546	75,812
<u>Net Assets:</u>		
Unrestricted Net Assets	51,790	(56,163)
Permanently Restricted Net Assets	-	1
Total Net Assets	51,790	(56,162)
Total Liabilities and Net Assets	128,336	19,650

Providence Health
PROVIDENCE VALDEZ COUNSELING CENTER
Statement of Operations (Whole Dollars)
Reported as of March FY25

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Entity - 1002
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Page - 1 of 1

Month-To-Date					Year-To-Date			
Actual	Budget	Variance	PY Actual		Actual	Budget	Variance	PY Actual
21,932	67,756	(45,824)	43,249	Gross Service Revenues	70,842	200,040	(129,198)	120,876
13,679	30,682	17,003	19,472	Deductions From Revenue	35,888	90,583	54,695	49,530
8,253	37,074	(28,821)	23,777	Net Service Revenue	34,954	109,457	(74,503)	71,346
81,416	21,423	59,993	62,610	Other Operating Rev	115,712	62,195	53,517	102,393
81,416	21,423	59,993	62,610	Total Other Operating Revenue	115,712	62,195	53,517	102,393
89,669	58,497	31,172	86,387	Net Operating Revenue	150,666	171,652	(20,986)	173,739
				<u>Expenses from Operations:</u>				
34,224	53,370	19,146	33,291	Salaries and Wages	94,562	155,133	60,571	119,142
15,092	20,784	5,692	18,948	Employee Benefits	39,190	60,339	21,149	62,078
-	819	819	521	Supplies Expense	44	2,378	2,334	1,108
4,180	4,922	742	7,625	Purchased Services Expense	11,809	14,289	2,480	19,017
105	105	-	105	Depr, Amort, and Interest	314	314	-	314
35,917	5,471	(30,446)	3,594	Other Expenses	46,795	15,885	(30,910)	9,661
89,518	85,471	(4,047)	64,084	Total Operating Expenses	192,714	248,338	55,624	211,320
151	(26,974)	27,125	22,303	Net Operating Income	(42,047)	(76,686)	34,639	(37,581)
151	(26,974)	27,125	22,303	Net Operating Income fully burdened	(42,047)	(76,686)	34,639	(37,581)
151	(26,974)	27,125	22,303	Net Income fully burdened	(42,047)	(76,686)	34,639	(37,581)
256	(26,869)	27,125	22,407	EBIDA Fully Burdened	(41,733)	(76,372)	34,639	(37,266)
256	(26,869)	27,125	22,407	EBIDA	(41,733)	(76,372)	34,639	(37,266)

Fully burdened includes allocated costs



Legislation Text

File #: 25-0288, **Version:** 1

ITEM TITLE:

Report: Issuance of Temporary Land Use Permit 25-04 for the Roadside Potatohead, LLC for Six Months on 369 Square Feet of Public Right-of-Way Immediately Adjacent to Lot 12, Block 40, Harbor Subdivision

SUBMITTED BY: Nicole Chase, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

N/A - report only

SUMMARY STATEMENT:

Community Development staff received temporary land use permit application 25-04 from the Roadside Potatohead, LLC for a 369 square foot portion of public right-of-way adjacent to Lot 12, Block 40, Harbor Subdivision. The permit is for temporary outdoor restaurant seating for May 1, 2025 through September 20th, 2025.

This area has been utilized by the Potatohead for outdoor restaurant seating for the past few years. In 2018, staff assessed the area by measuring thirty and fifty feet from the center lines of Chitina and Harbor Drives which revealed three picnic tables at the Potatohead sit partially in the public right-of-way off Chitina Drive.

Public Works Director, Capital Facilities Director and Ports and Harbor Director were solicited for comments on the application and had no objections.

The public sidewalk remains unobstructed under this permit, and no permanent alteration of the land shall occur.

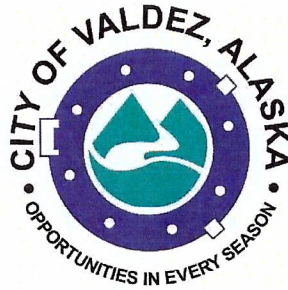
Pursuant to Valdez Municipal Code 17.12.120 (G) Approval Criteria, staff review of the proposed temporary use request found that all 10 approval criteria were satisfied.

Pursuant to Valdez Municipal Code 17.12.120 (F)(2) Long-term permits may be approved by the Planning and Zoning Commission pursuant to Table 17.12.030-1. Long-term permit activities that reoccur on an annual basis may be renewed annually, with approval by the Community Development

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 Community Development 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 25-04 was administratively authorized under this provision since the Planning and Zoning Commission authorized this use under temporary land use permit 24-03.

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 \$1,464.00.



CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 25-04

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 14th day of June, 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 ROADSIDE POTATOHEAD**, (hereinafter referred to as "Permittee"), whose address is **P.O. Box 2924 Valdez, Alaska 99686**.

WITNESSETH:

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:

369 square foot portion of public right-of- way immediately adjacent to Lot 12, Block 40, 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 20th day of September, 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 for temporary outdoor restaurant seating, for the purpose of serving customers or patrons of The Roadside Potatohead 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.**

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 and eleven dollars (\$311.00) per month of occupancy plus a pro-rated daily rate of nine 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;

(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 ROADSIDE POTATOHEAD

Signed by:
By: Kate Huber
6D5C663B3C1E4C0...
Kate Huber, Community Development Director

Date: 6/17/2025 | 4:06 PM AKDT

DocuSigned by:
By: Gaea Bard
DBE22D46E7874C0...
Gaea Bard, Manager

Date: 6/17/2025 | 4:57 PM PDT

Approved as to Form:
BRENA, BELL & WALKER, P.C.
Attorneys for the City of Valdez

By: Jon S. Wakeland

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

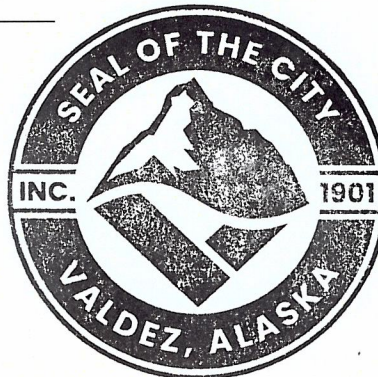
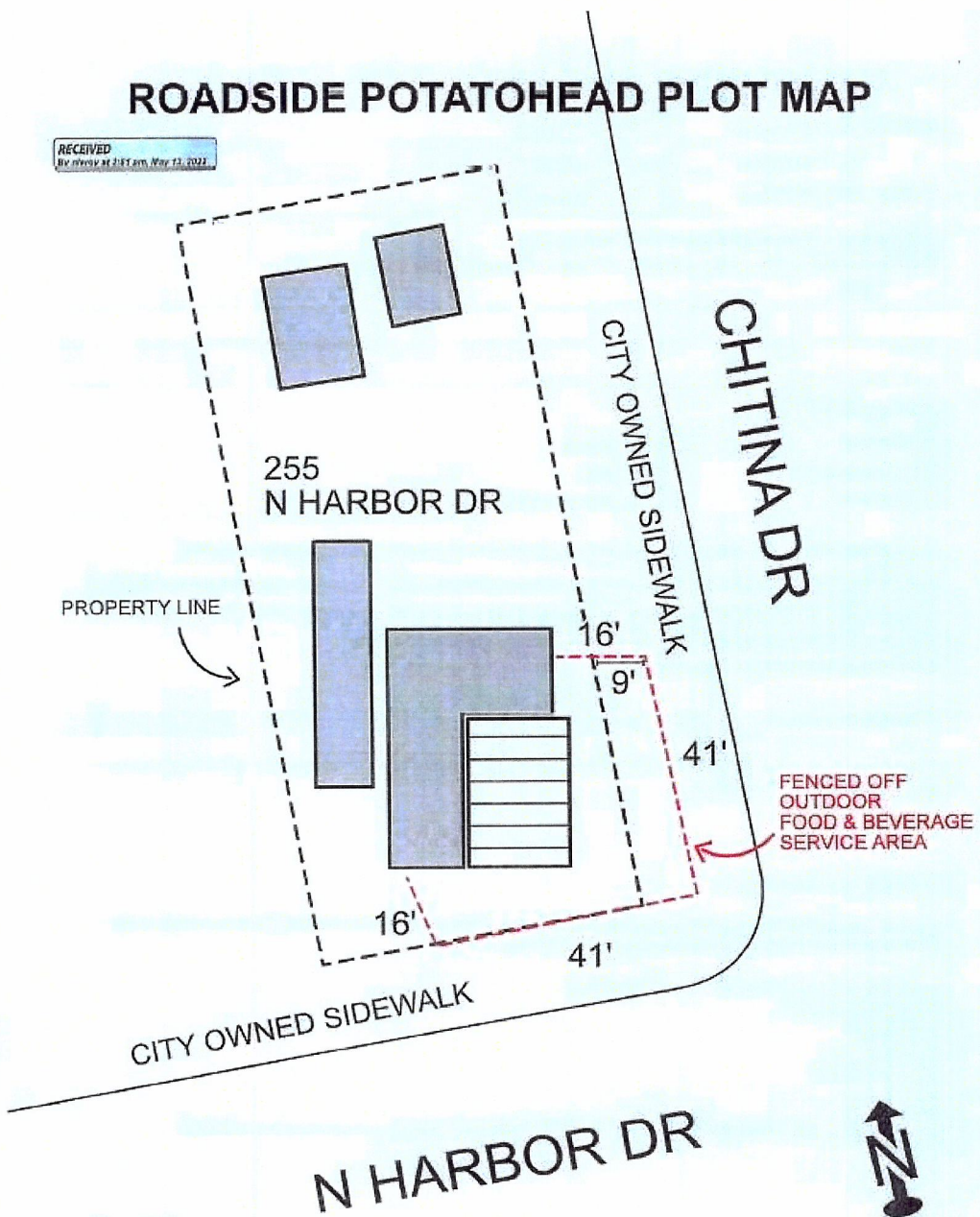


Exhibit "A"





Legislation Text

File #: 25-0289, **Version:** 1

ITEM TITLE:

Report: Issuance of Temporary Land Use Permit 25-07 for Valdez Softball Association for An Approximately 4-Acre Portion of 3100 Richardson Highway, Tract D 79-116 owned by the City of Valdez

SUBMITTED BY: Nicole Chase, Senior Planner

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

N/A - report only.

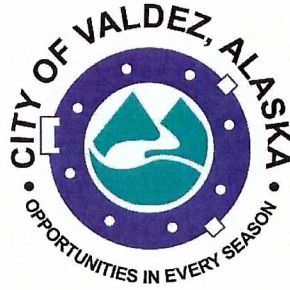
SUMMARY STATEMENT:

The Valdez Softball Association received temporary land use permit 25-07 for use of an approximately 4-acre portion of 3100 Richardson Highway, Tract D 79-116 for July 3rd-July 7th, 2025 for parking and temporary camping association with a softball tournament scheduled to take place on July 4th-6th at a portion of the Gold Fields softball complex (see attached permit and designated area shown in Exhibit A).

Chief of Police and Parks and Recreation Director were solicited for comments on the application and had no concerns.

Pursuant to Valdez Municipal Code 17.12.120 (G) *Approval Criteria*, staff review of the proposed temporary use request found that all 10 approval criteria were satisfied.

Per resolution #23-43, this permit was exempted from permit fees as a community celebration less than 10 days in duration.



CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 25-07

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 18th day of June, 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 **VALDEZ SOFTBALL ASSOCIATION, INC.**, (hereinafter referred to as "Permittee"), whose address is **PO Box 1112, Valdez, Alaska 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:

An Approximately 4-Acre Portion of 3100 Richardson Highway, Tract D ASLS 79-116 Gold Fields Softball Fields (See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **3rd day of July, 2025 and continuing until the 7th day of July, 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.

3. Use. Permittee shall use the Property for parking and temporary camping associated with a softball tournament scheduled to take place on July 4th-July 6th at a portion of the Gold Fields Softball Fields shown in Exhibit A 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.**

TEMPORARY LAND USE PERMIT NO. 25-07

Page 1 of 6

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. Pursuant to resolution #23-43 fees for this Agreement have been waived by Valdez City Council passed and approved August 15, 2023.

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 immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: 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.

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;

(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.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the property.

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: VALDEZ SOFTBALL ASSOCIATION, INC.

Signed by:
 By: Kate Huber
6D5C663D3C1E4C8...
 Kate Huber, Community Development Director
 Date: 6/18/2025 | 5:11 PM AKDT

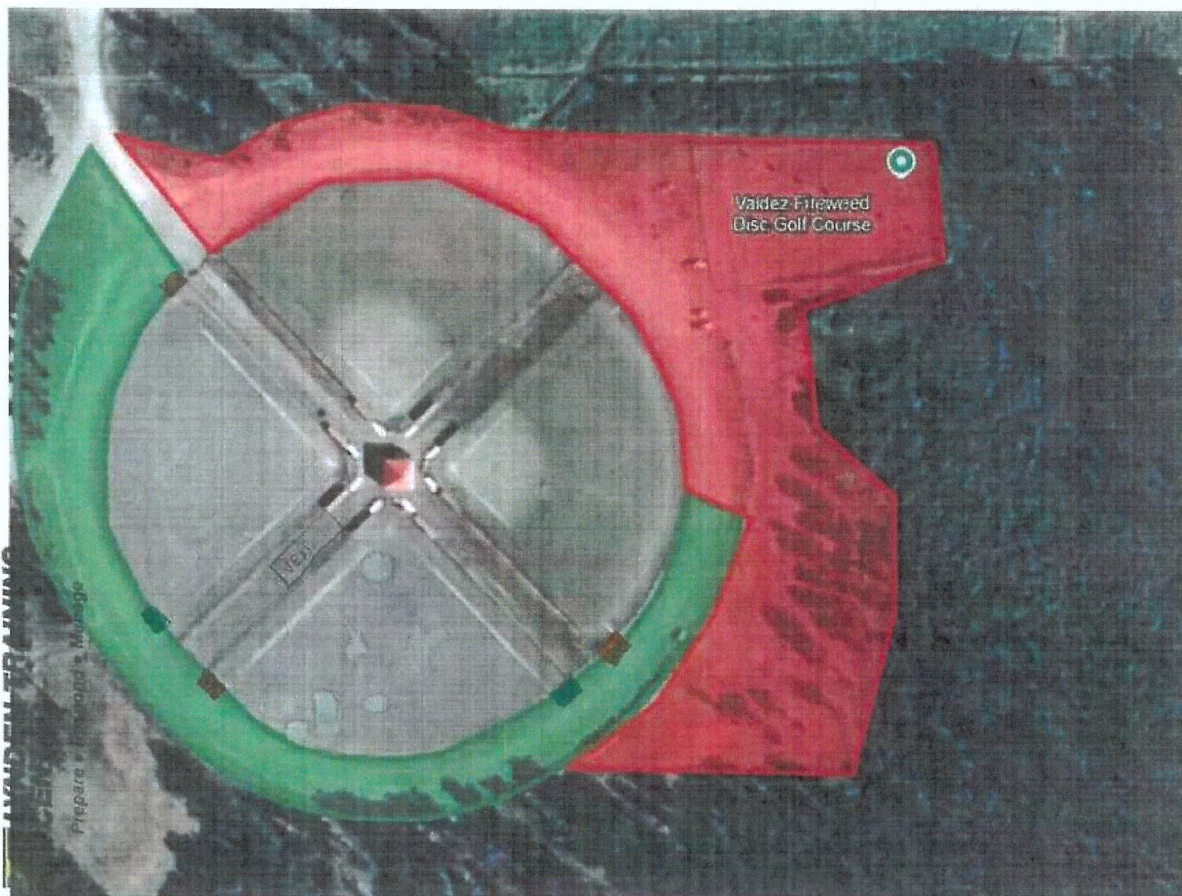
Signed by:
 By: Josh Curry
2747273CB37E4CA...
 Josh Curry, President
 Date: 6/18/2025 | 12:45 PM AKDT

Approved as to Form:
 BRENA, BELL & WALKER, P.C.
 Attorneys for the City of Valdez

By: Jon S. Wakeland
 ATTEST: Sheri L. Pierce
 By: Sheri L. Pierce
 Sheri L. Pierce, MMC, City Clerk



Exhibit "A"



Green = Camping

RED = No Camping



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0279, **Version:** 1

ITEM TITLE:

City Manager Report

SUBMITTED BY: Nathan Duval, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive & File

SUMMARY STATEMENT:

Attached report outlines events since the last Council meeting. Verbal update provided in conjunction with report.



Council Priorities

Thanks to Council for their time in the Strategic Planning session last weekend. My bi-weekly updates will reflect actions related to the current top 4 focus areas/goals.

- **Child Care** [Complete an operating, active, licensed childcare facility by Fall 2026]
 - Orion Construction selected as contractor for District Office Relocation
 - Working with College on fall semester classes
- **Housing** [Increase housing stock by Fall 2027, utilizing the housing needs survey]
 - Scheduling meeting of Subcommittee for July to review survey and prepare next steps
 - Working with local land owners on potential development
- **Maintenance** [Annually appropriate funds toward deferred maintenance on critical infrastructure]
 - CIP requests to be sent out in July to update long range plan in ClearGov
 - Project status update on 2nd meeting of every month
- **Modernize Aging Infrastructure** [Annually modernize aging infrastructure, while leveraging natural and transportation assets, to expand: Outdoor Recreation, Tourism, Maritime, Community]

Legislative Interactions

- Working with Schools on drafting resolution in opposition to Department of Education definition change of "local contribution" and "in-kind contribution"; Council vote on resolution 7/15 meeting
- Working with Kim to look at potential legislation to respond
- August 20th is tentative date for legislative reception in Valdez

Essential Air Service

- EAS RFP issued. Responses Due 7/23/25
 - Order requiring RAVN to continue service through 10/31
- Communicating with other air carriers to explore options to fill the gap & respond to RFP

Operations & Initiatives

- 4th of July Celebration this Friday at Kelsey Dock
- Sent Department Reports to Council for review in preparation of Discussion item 7/15
- Meeting with APSC President John Kurz
- Directors' retreat 7/10-11

Personnel

- Welcome aboard new Communications Manager Sarah Jorgenson-Owen

Projects

- Collecting a lot of scrap metal. Recorded podcasts with KVAK and running ads to collect from residents. See website for more info: <https://www.valdezak.gov/metal>
- Commenting on Airport runway AKDOT project



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0281, **Version:** 1

ITEM TITLE:

Legal Billing Summary - May 2025

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attorney billing summary for May 2025 is attached for City Council review.

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
JESSE C. BELL
WILLIAM M. WALKER
DAVID W. WENSEL
ANTHONY S. GUERRIERO
JON S. WAKELAND
KELLY M. MOGHADAM
JAKE W. STASER

ATTORNEYS AT LAW

810 N STREET, SUITE 100
ANCHORAGE, ALASKA 99501
TELEPHONE: (907) 258-2000
FACSIMILE: (907) 258-2001
WEB SITE: BRENALAW.COM

trupe@brenalaw.com

June 15, 2025

City of Valdez
Attn: Bart Hinkle, Interim City Manager
P.O. Box 307
Valdez, AK 99686

May 2025 Billing Summary Sheet

File No.	Description	Amount
1374-007	City Council	\$2,632.50
1374-008	Capital Facilities	\$162.50
1374-009	Ports & Harbors	\$260.00
1374-010	Finance	\$130.00
1374-011	Administration	\$8,163.00
1374-012	Community Development	\$357.50
1374-014	Escaped Property	\$277.40
1374-014B	Escaped Property Appeal	\$
1374-014C	Escaped Property 2017-2022 Superior Court Appeal	\$285.00
1374-014D	Escaped Property Original Assessments	\$131,595.59
1374-014F	Super Ct. 2024 Appeal	\$39.00
1374-016	Parks and Recreation	\$97.50
1374-017	Police Department	\$743.65
1374-018	Human Resources CONFIDENTIAL	\$
1374-019	Public Works	\$
1374-029S	Ad Valorem Settlement	\$7,702.05
1374-030	C-Plan	\$31,073.47
1374-032	Economic Development	\$
1374-033	Fire Department	\$
1374-036	Code Enforcement	\$130.00
1374-039	Boundary Change Issues	\$
1374-042	Redistricting	\$
1374-043A	RCA Order 6 Appeal	\$27,210.54
1374-044A	AK Trappers Association Appeal	\$
1374-044B	AK Trappers (Attorneys' Fee Appeal)	\$
1374-046	Foreclosures	\$
1374-049	Alderwood	\$
1374-050	Escaped Property – Ordinance	\$9,222.00
1374-051	3.30 AKV Superior Court Appeal	\$55,465.36
1374-052	AK Ventures-Valdez Prelim	\$1,860.00
	TOTAL	\$277,407.06

Contributed-Hour Summary

DO NOT PAY - Fees will be paid from any attorneys' fees award.

File No.	Description	Fees Over Cap
1374-043B	City of Valdez/RCA/Consolidated Appeals of Orders 6 & 17 Superior Ct. Nos. 3AN-20-05915 CI/3AN-21-04104 CI (Consolidated) Work began December 2020 Initial Fee Cap of \$25,000 has been met.	\$276,587.50
1374-043C	City of Valdez/BP-Hilcorp/Dismissal Appeal Supreme Ct. No. S-18178 Work began August 2021	\$315,712.67
1374-043D	City of Valdez/BP-Hilcorp/Constitutional Claimant Fees Appeal, Supreme Ct. No. S-18347 Work began February 2022	\$109,014.39
	TOTAL	\$704,314.56



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 25-0282, **Version:** 1

ITEM TITLE:

July 2025 Council Calendar

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

The July 2025 City Council calendar is attached for review.

July 2025

Valdez City Council Calendar



		1 6 PM – Council Work Session – Fund Balance Policy 7 PM – City Council Regular Meeting	2	3	4 Independence Day Holiday	5
6	7	8 6:30 PM – Parks & Recreation Commission	9 7 PM – Planning & Zoning Commission	10	11	12
13	14 6 PM – School Board Work Session 7 PM – School Board Meeting	15 6 PM – Council Work Session – Housing Study 7 PM – City Council Regular Meeting	16 Noon- VCVB Board 7 PM – Economic Diversification Commission	17 Noon- VMHA Board	18	19
20	21 5 PM – Beautification Commission 7 PM – Ports & Harbors Commission	22	23 7 PM – Planning & Zoning Commission	24	25	26
27	28	29	30	31		

Note 1: This calendar is subject to change. Contact the Clerk's Office for the most up-to-date information.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 5.28.25